

City of Kenmore



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

City Council Special & Regular Meeting

March 28, 2022 - 6 PM

VIA ZOOM - LINK: <https://us02web.zoom.us/j/81120782479>

US: +12532158782,,84428851826# or +13462487799,,84428851826#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 844 2885 1826

I. CALL SPECIAL MEETING TO ORDER - 6 PM

II. ROLL CALL

III. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss pending or potential litigation & pursuant to RCW 43.30.110 (b), the Council will now enter an executive session to consider real estate acquisition. The session is slated to conclude at 6:59 p.m.

IV. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

NO ACTION

V. ADJOURN SPECIAL MEETING

VI. CALL REGULAR MEETING TO ORDER - 7PM

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. PROCLAMATIONS

PROCLAIMED

A. Child Abuse Prevention Month

[Child Abuse Prevention Month \(April\) Proclamation](#)

B. Sexual Assault Awareness Month - Accepted by Laurel Redden of the King County Sexual Assault Resource Center

[Sexual Assault Awareness Month \(April\) Proclamation](#)

X. PRESENTATION

- A. Honoring Assistant City Manager Nancy Ousley and Years of Service

XI. PUBLIC COMMENTS

- A. We welcome our community members to the Council's meeting. In this forum, the Council does not engage or dialogue with the public; the primary role of the Council is to listen. Please use the "raise hand" feature now if you wish to speak. Guest must address comments to the Mayor and City Council. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name and city of residence for the record and keep your comments to the allotted time. We will not split your time with others or reset your time except by express approval of the Presiding Officer. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. Please do not comment about pending development projects on which the Council will make future decisions as those are quasi-judicial matters, and Councilmembers must limit their communications about such matters. This meeting is being recorded. Thank you for taking the time to express your comments.

XII. CONSENT AGENDA

APPROVED

- A. Authorize the City Manager to execute Amendment #5 to Contract 19-C2012 for an amount of \$87,776, increasing the total contract amount to \$2,417,776 to accommodate work for Task Order 7, Log Boom Park Waterfront Access Project Construction Management Support Services.

[Agenda Bill - 19C2012- Osborn Amendment No. 5](#)

XIII. BUSINESS AGENDA

- A. Kenmore Transit-Oriented Development Concurrence Memorandum with King County Metro Transit Department and Central Puget Sound Transit Authority (Sound Transit), presented by Assistant City Manager Nancy Ousley and guests, *for Discussion and Affirmation*

CONCURRED WITH CITY MANAGER SIGNING THE MEMORANDUM

[Agenda Bill -28 March 2022 TOD Memorandum](#)

[GA 0103-18 Kenmore BRT Partnering Agreement for City and ST Action 22 Aug 2018](#)

[Kenmore TOD Concurrence Letter Draft 2022 \(updated 3/21/22\)](#)

[Presentation - Kenmore City Council Briefing](#)

- B. Resolution No. 22-381 Declaring Juneteenth an Official Holiday, presented by Policy Analyst Garrett Oppenheim and Diversity Consultant Chanin Kelly-Rae, *for Discussion and/or Approval*

APPROVED

[Agenda Bill - Juneteenth Resolution](#)
[Juneteenth Resolution No. 22-381](#)

- C. Comprehensive Plan Amendments Status Update, presented by Community Development Director Debbie Bent, and Principal Planner Lauri Anderson, *for Information*

DISCUSSED

[Agenda Bill - Comprehensive Plan Update](#)

- D. American Rescue Plan Act Community Engagement Results, presented by Assistant City Manager/ARPA Administrator Stephanie Lucash, *for Discussion*

DISCUSSED - TO BE CONTINUED IN APRIL

[Agenda Bill - ARPA Community Engagement Results - March 2022](#)
[ARPA Presentation to Council 03282022](#)

- E. Ordinance 22-0545 Residential Renter Protection Regulations, presented by Community Development Director Debbie Bent, *for Adoption*

ADOPTED

[Agenda Bill - Renter Protections](#)
[Ordinance 22-0545 Amending KMC 18.55 Tenant Protections](#)
[Ex. 1 to Ordinance Amending Chap. 8.55 KMC Tenant Protections](#)
[Ex. 1 to Ordinance Amending Chap. 8.55 KMC Tenant Protections \(redline\)](#)
[\(uploaded 3/28\)](#)

XIV. STAFF REPORT

- A. Kenmore Cares Update - presented by Assistant City Manager/ARPA Administrator Stephanie Lucash
- B. Urgent Business Needs Assistance Update - presented by Assistant City Manager/ ARPA Administrator Stephanie Lucash

XV. COUNCILMEMBER REPORTS & COMMENTS

XVI. ADJOURNMENT

UPCOMING MEETINGS:

- A. April 11, 2022
April 18, 2022 - Public Safety Study Session
April 25, 2022

City of Kenmore, Washington

Child Abuse Prevention Month - April 2022

PROCLAMATION

WHEREAS, all children deserve to grow up in a safe and nurturing environment to ensure they reach their full potential; and

WHEREAS, our children are our most valuable resources and will shape the future of Kenmore; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect are a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **April 2022** to be **Child Abuse Prevention Month**. We urge all residents to recognize this month by dedicating ourselves to improving the quality of life for all children in our community.

IN WITNESS WHEREOF, signed this 28th day of March 2022.



Signed: _____

Mayor Nigel Herbig

Attested: _____
Warhol

City Clerk Anastasiya



City of Kenmore, Washington

PROCLAMATION

WHEREAS, In Washington State, 45% of women and 22% of men report having experienced sexual violence in their lifetime; as evidence shows that transgender & gender nonbinary people are at even greater risk; and,

WHEREAS, 29% of the survivors who were supported by community sexual assault organizations statewide identified as Black, Indigenous and people of color in 2019. Of those identifying ethnicity, 21% identified as Latinx/Hispanic; and,

WHEREAS, Rape is among the most underreported crimes for reasons that include victim's fear of being disbelieved or further traumatized within systems designed to support them. Additional barriers, such as language, immigration status, gender bias, and systemic racism further oppress and silence victims; and

WHEREAS, Sexual violence exists on a continuum of behavior and includes racist, sexist, transphobic, homophobic, ableist or other hate speech. This ranges from rape jokes to verbal harassment to threats of rape and assault. Harassing comments and behaviors that take place online can and do traumatize victims, and their impacts should not be minimized; and

WHEREAS, 41% of Americans have been personally subjected to harassing behavior online, and people from historically oppressed groups are more likely to experience online harassment, mirroring inequities we see elsewhere in society; and

WHEREAS, Negative impacts of sexual violence trauma on adults, youth, and children include fear, concern for safety, missed work or school, injury, and physical and mental health conditions, including symptoms of post-traumatic stress disorder; and

WHEREAS, Working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to and actively disrupting harmful attitudes and behaviors that contribute to sexual violence.

Now, therefore, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council join advocates and communities throughout King County in taking action to prevent sexual violence by standing with survivors and proclaiming **April 2022 SEXUAL ASSAULT AWARENESS MONTH**. Together, we commit to a safer future for all children, young people, adults, and families in our community.

IN WITNESS WHEREOF, signed this 28th day of March 2022.

Signed: _____ Mayor Nigel Herbig

Attested: _____ City Clerk Anastasiya Warhol



**City Council Business Agenda Item
City of Kenmore, WA**

<p>Subject/Topic: Contract 19-C2012 with Osborn Consulting Inc, providing engineering support for Environmental Services and Community Development on surface water and parks project.</p> <p>Proposed Council Action/Motion: Authorize the City Manager to execute Amendment #5 to Contract 19-C2012 for an amount of \$87,776, increasing the total contract amount to \$2,417,776 to accommodate work for Task Order 7, Log Boom Park Waterfront Access Project Construction Management Support Services.</p>	<p>For Council Meeting Agenda of March 28, 2022</p> <p>Department: Community Development Prepared by: Maureen Colaizzi</p> <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">DB 3/10/22</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">LS 3/11/22</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK 3/11/22</td></tr> </table> <p>Exhibits/Attachments: N/A</p>		<u>Initial & Date</u>	Approved by Department Head:	DB 3/10/22	Approved by City Attorney:	N/A	Approved by Finance Director:	LS 3/11/22	Approved by City Manager:	RK 3/11/22
	<u>Initial & Date</u>										
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Approved by City Attorney:	N/A										
Approved by Finance Director:	LS 3/11/22										
Approved by City Manager:	RK 3/11/22										
<p><u>INFORMATION/BACKGROUND:</u> Staff recommends City Council authorize the City Manager to execute Amendment #5 to Contract 19-C2012 for an amount of \$87,776 increasing the total contract amount to \$2,417,776 to accommodate work for Task Order 7, Log Boom Park Waterfront Access Project Construction Management Support Services.</p> <p>Amendment #5 will provide \$87,776 dollars in additional funding for construction management support services for the P28 Log Boom Park Waterfront Access Project for a new task order amount of \$302,172.</p> <p>Additional funding is needed for an increase in staffing needs due to the following reasons:</p> <ol style="list-style-type: none"> 1- The construction schedule originally anticipated the project completion at the end of February (170 working days from construction start July 2021). 2- Supply chain issues related to the Covid-19 pandemic and the concrete labor strike have resulted in material delivery delays and delays in the construction schedule. 3- On-site work is temporarily suspended, and additional non-compensatory working days (30+) have been added to the construction contract. Project completion is now estimated to be July 2022; however, this date is subject to change. 											
<p><u>FISCAL CONSIDERATION:</u> A Capital Improvement Project (CIP) budget adjustment is not required for Amendment #5. The Amendment request of \$87,776 is within the biennium budget of \$3,215,843 allocated for P28 Log Boom Park Waterfront Improvement Project. The 6-year CIP project budget of \$3,403,343 was adopted by Council on December 6, 2021 (Ordinance No. 21-0541).</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council 2022-2023 Priority #5: Implement the Walkways & Waterways Projects.</p>											



**City Council Business Agenda Item
City of Kenmore, WA**

<p>Subject/Topic:</p> <p>Kenmore Transit-Oriented Development Concurrence Memorandum with King County Metro Transit Department and Central Puget Sound Transit Authority (Sound Transit)</p>	<p>For Council Meeting Agenda of: 28 March 2022</p> <p>Department: City Manager</p> <p>Prepared by: Nancy Ousley, Assistant City Manager</p> <p style="text-align: right;"><u>Initial & Date</u></p> <p>Approved by Department Head: NKO 3/14/22</p> <p>Approved by City Attorney: _____</p> <p>Approved by Finance Director: <u>LS</u></p> <p>Approved by City Manager: <u>RK</u></p>
<p>Proposed Council Action/Motion:</p> <p>Concur with City Manager Signing the Memorandum</p>	<p>Exhibits/Attachments:</p> <ol style="list-style-type: none"> 1) Kenmore Transit Oriented Development Coordinated Development Plan Memorandum 2) August 2020 Concurrence Letter: Sound Transit and City of Kenmore on Bus Rapid Transit Project

INFORMATION/BACKGROUND:

For several years, the City has been working closely with Sound Transit on the SR-522 Bus Rapid Transit (BRT) planning to connect cities along 522 with light rail to regional destinations. The opportunity to support Transit Oriented Development (TOD) at the northeast quadrant of SR 522 and 73rd Ave NE intersection was identified early in the project and has been the focus of planning sessions involving the City, King County Metro, Sound Transit and private property owners in the vicinity. In 2020, the City of Kenmore and Sound Transit signed a Concurrence Letter regarding the BRT project, which mentioned Sound Transit pursuing a partnership with King County Metro and the City of Kenmore on study of future Transit Oriented Development at the Park and Ride site.

The Sound Transit Board realignment decisions in 2021 delayed the BRT parking facility to 2034, which provides an opportunity to examine phasing TOD development by starting with a smaller initial mixed use TOD project followed by a larger TOD development accompanied by parking strategies.

The 2022 Memorandum identifies a framework to determine whether to solicit a developer to implement a Coordinated Development Plan at the Park and Ride area and outline the roles and responsibilities for an implementation strategy. If the agencies determine that Coordinated Development Plan for a TOD project at the area is feasible, the next likely step would be an agreement outlining respective roles and responsibilities to implement the plan. This could involve additional partners, such as St. Vincent de Paul and potential funding partners. King County Metro would be the lead in convening the process.

The City of Kenmore's role focuses on planning vision, Transit Oriented Development regulations, regulatory issues and community/developer engagement. Sound Transit role includes parking and circulation issues as well as identifying future funding to support transit and TOD needs.

FISCAL CONSIDERATION:

This approach spells out the respective agency roles and provides a road map for continuing the collaboration on effective redevelopment that will add affordable housing adjacent to convenient transit service.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

#1: Increase and preserve options for affordable housing stock

#6: Focus on and emphasize multimodal transportation, including Bus Rapid Transit and Implementing the Sidewalk Plan

PARTNERING AGREEMENT BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)
AND
THE CITY OF KENMORE

FOR THE BUS RAPID TRANSIT (“BRT”) PROGRAM

GA 0103-18

This Partnering Agreement (“Agreement”) is between the Central Puget Sound Regional Transit Authority (“Sound Transit”), a regional transit authority organized under RCW 81.112, and the City of Kenmore (“City”), a Washington municipal corporation, for the purposes set forth below. Sound Transit and the City are collectively referred to hereafter as “the Parties” or individually as a “Party.”

RECITALS

WHEREAS, in November 2016, the voters approved the Sound Transit 3 Plan (“ST3 Plan”), which is a high capacity transit system expansion plan that includes a wide variety of projects to be implemented over the next 25 years, including the SR 522/NE 145th Bus Rapid Transit (“SR 522 BRT”) project;

WHEREAS, to meet the challenges of delivering the projects in the ST3 Plan, Sound Transit developed a System Expansion Implementation Plan (“SEIP”) that identifies new methods of project development and delivery;

WHEREAS, Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and developed new approaches for working with project partners, stakeholders, and local jurisdictions;

WHEREAS, the overall development approach, including phases and key decisions, for the BRT Program is depicted in **Exhibit A**;

WHEREAS, the ST3 Plan and the BRT Program include the representative SR 522 BRT project (“Project”), which provides for the construction of two BRT station pairs, non-motorized access improvements, and a parking garage within City limits;

WHEREAS, the ST3 Plan information for the Project is attached in **Exhibit B**;

WHEREAS, the principles agreed to in the Partners’ Concurrence Document (attached as **Exhibit C**) will apply to the BRT Program in general and the Project in particular;

WHEREAS, the Sound Transit Board of Directors has the sole authority to identify a proposed action for environmental study and subsequently select the project to be built after conclusion of the review phase;

WHEREAS, the City has authority to perform environmental review of the Project under the State Environmental Policy Act ("SEPA") prior to issuing City permits; and

WHEREAS, the timely delivery of the Project is dependent upon close cooperation between the agencies and the Parties wish to memorialize specific commitments from Sound Transit and from the City for the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, it is mutually agreed as follows.

1. PROJECT MANAGEMENT

- 1.1. **Purpose.** With this Agreement, Sound Transit and the City are establishing a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely delivery of the Project within the City.
- 1.2. **Designated Representatives.** Each Party's Designated Representative is identified in **Exhibit D**. Exhibit D also describes the duties to be performed by the City's Designated Representative. Either Party may change its Designated Representative after consultation with the other Party, provided that the new Designated Representative has appropriate qualifications and level of authority to fulfill the expectations of the role.
- 1.3. **Process for Project Reviews.** Project reviews will involve strategies, such as "over the shoulder" reviews, task forces, page-turn meetings, workshops, charrettes, or other forms of engagement that encourage the Parties to engage in early and thorough discussion of Project opportunities, risks, and issues. The Parties will engage in these strategies and engagements and seek to resolve issues before Sound Transit provides formal submittals to the City for review. Unless the Parties otherwise agree to an alternate review schedule in cases of multiple or concurrent reviews, Sound Transit will notify the City twenty-one (21) days in advance of providing a Project review package including draft SEPA documents to the City. Upon receipt of the Project review package, the City will review and return consolidated comments to Sound Transit from all relevant City reviewers within thirty (30) days, but preferably within twenty-one (21) days. Sound Transit will provide the City with a minimum three (3)-month look-ahead schedule of review package submittals, updated regularly; and if there are changes to the schedule, Sound Transit will notify the City promptly, to help the City identify and plan for resources needed to conduct its reviews.

1.4. **Decision Making.** The Parties will be transparent in their respective decision-making processes and agree to avoid postponing difficult decisions until a critical deadline. The Parties will discuss upcoming decisions by either Party that may affect Project scope, schedule, or budget, and will strive to reach concurrence before decisions are made.

1.5. **Commitment to Project Schedule and Budget**

1.5.1. **Schedule.** The Parties are mutually committed to meeting key Project milestones. The Parties will regularly review staffing plans and levels of effort to support delivery of the project within the agreed-upon schedule. Accordingly, the Parties will work in good faith toward the target dates identified in the schedule attached as **Exhibit E**.

1.5.2. **Budget.** The Parties will facilitate the Project being completed within adopted budget.

2. **PROJECT DEVELOPMENT**

2.1. **Overall Approach to Project Development and Delivery**

2.1.1. The Sound Transit Board has the sole authority to identify proposed actions for environmental study and subsequently select the Project to be built after conclusion of the environmental review phase. Section VII of the Partners' Concurrence Document (**Exhibit C**) describes generally how the Sound Transit Board will engage the City and other stakeholders in their decision-making process. The overall development approach for the BRT Program is described in **Exhibit A** and indicates key decision points.

2.1.2. During Phase 1, identified in **Exhibit A**, Sound Transit will consider Project refinements, which may include alternative sites or site development options for the Project. Upon completion of Phase 1, Sound Transit and the City will develop an agreement or other document to be signed by executive leadership of each Party that memorializes the proposed action, as it pertains to the City, and establishes a commitment to streamline the permitting process.

2.1.3. During Phase 2, identified in **Exhibit A**, Sound Transit will complete environmental review of the Project, and the Parties will review development regulations and processes that will likely apply to the Project and identify and document any actions necessary to streamline the permit review process or resolve code conflicts, as further described in Section 5. The Parties will strive to identify the changes and actions that require City Council actions, and the City will provide Sound Transit with schedule information to allow sufficient lead time to implement

each change or action before permitting begins. At the conclusion of Phase 2, the Sound Transit Board will identify the Project to be built.

- 2.1.4. After the Sound Transit Board identifies the Project to be built, Sound Transit will begin the Implementation Phase. If appropriate, the Parties may negotiate and execute agreements necessary to complete right-of-way acquisition, permitting, construction, and/or ownership and maintenance of infrastructure constructed with the Project.

2.2. Addressing Access and Transit Integration, Land Use, Transit-oriented Development, Art, and Sustainability

- 2.2.1. The BRT station, parking facility, and non-motorized improvements, and design decisions will be informed by a balanced commitment to improving customer access from all modes (especially connecting local transit, pedestrian, bicycle, carpools and rideshare services) and facilitating transit-supportive land use and urban form.
- 2.2.2. The Parties will identify priorities for improving customer access to the BRT system, and will identify opportunities to maximize and leverage project transit access-related funding by coordinating with City plans and other funding sources.
- 2.2.3. The Parties will coordinate content and sequencing of their planning activities with regard to the BRT Stations, parking facility, land use, and non-motorized access improvements. This should be done in such a way that both Parties preserve their interests while avoiding duplication of effort or sudden change in direction.
- 2.2.4. The Parties will work together to identify and evaluate opportunities for transit-oriented development near the parking facility or stations, including direct integration of transit facilities with development done by others. The Parties further agree to consider strategies for advancing equitable development outcomes in their planning activities, including but not limited to opportunities for development of affordable housing consistent with Sound Transit's statutory direction on surplus property.
- 2.2.5. Sound Transit and the City recognize that each agency has an art program and budget associated with each respective agency's projects. Both agencies agree to work together to document a process for development, funding, fabrication, and installation of artwork associated with Sound Transit's BRT Program. The process will describe community outreach and provide a design-review path for the artwork. This process may be documented in a future agreement.

- 2.2.6. The Parties will identify and evaluate opportunities for implementing green building and infrastructure, including certification to third-party standards such as LEED and Greenroads.

3. PROJECT DEFINITION

- 3.1. **Representative Project.** The representative Project attached as **Exhibit B** was developed for the ST3 Plan for the purpose of establishing scope, cost estimates, and ridership forecasts. The representative Project will be used to establish the transit mode, corridor, number of stations, and general station locations, non-motorized access, and size of parking facility during the Project's environmental review phase as well as during development of the detailed budgets and schedules. Project development will start with the representative Project as the basis from which to investigate whether and what type of reasonable options should be evaluated. The Parties will identify refinements to the representative Project to be evaluated during Phase 1 to support the goal of early consensus on the proposed action.
- 3.2. **Scope Control.** The Parties will follow Sound Transit Board Resolution No. R2009-24 (the "Scope Control Policy") to address requests to enhance the Project scope. Any decisions on scope changes will be memorialized in agreements as mutually determined by the Parties.

4. ENGAGEMENT AND COMMUNICATIONS

- 4.1. **Community Engagement and Communication Plan.** The Partners' Concurrence Document (**Exhibit C**), provides a description of the Community Engagement and Communications Plan with regard to the Project.
- 4.2. **Public Communication.** The Parties intend to provide information to the community in an accurate and timely manner and will strive to notify and coordinate with each other in advance of formal press releases, news conferences, or similar public statements concerning the Project. Coordination may include identifying opportunities for joint public statements.

5. STREAMLINED PERMITTING

- 5.1. **Code Review.** Sound Transit will coordinate with the City to complete a code review as part of project development to assess compatibility of the Project with the City's Development Code. The City and Sound Transit will identify appropriate actions that could facilitate Project delivery.
- 5.2. **Draft Permitting Plan.** Before completion of Phase 1, the Parties will develop a draft Permitting Plan that supports the proposed action and Project schedule.

- 5.2.1. The draft Permitting Plan will describe the processes intended to facilitate the timely preparation, filing and processing of any required permits, identify City departments with permitting responsibilities, and address the overall strategy for completing land use and/or discretionary approvals, environmental permits to be issued by the City, and building/trade/ministerial permits.
 - 5.2.2. The draft Permitting Plan will also address the potential or selected delivery method(s) for Project construction and related implications for the permitting process as well as a strategy for closing out permits upon completion of construction and the issuance of necessary certificates of occupancy.
 - 5.2.3. The Parties will develop timelines in the draft Permitting Plan that support the ST3 Plan goals of issuing land use decisions within one hundred twenty (120) days of City acceptance of a complete application and approvals of construction permit decisions within sooner timeframes that includes a “time-clock” process to account for turn-around times for Sound Transit to address comments, clarifications, or necessary revisions.
- 5.3. **Final Permitting Plan.** Upon completion of the environmental review phase and selection of the Project to be built, the Parties will develop a final Permitting Plan and implement the processes identified in the final Permitting Plan. Implementation actions identified in the final Permitting Plan may be formalized in permitting agreements, development agreements, or other agreements as mutually agreed by the Parties.
- 5.4. Nothing in this Agreement shall be deemed a waiver of the City’s regulatory authority, review fees, nor a predetermination of Project compliance with applicable codes and regulations.

6. ENVIRONMENTAL REVIEW

- 6.1. Sound Transit is the lead agency for compliance with the State Environmental Policy Act (“SEPA”). In coordination with the City and other agencies with jurisdiction, Sound Transit will complete the environmental review for the Project in accordance with SEPA. The City, including all relevant departments and divisions, will participate in the environmental review process to ensure that the scope of review, environmental impacts, and appropriate mitigation measures are identified and agreed to during the environmental review process. The goal is for the Parties to work together to ensure that there are no surprises later in the Project permitting process regarding environmental impacts or mitigation measures.
- 6.2. The City commits to participate in the environmental review process as a Cooperating Agency under the National Environmental Policy Act (“NEPA”) and as a Consulted

Agency under SEPA, as appropriate. The City will contribute to the scope, analysis, and review of environmental documents for the Project. The environmental review will cover the City's issuance of all permits for the Project as well as agreed upon environmental mitigation for Project impacts. The City will use and rely on the Project's environmental documents and agreed upon mitigation measures to satisfy its SEPA responsibilities, consistent with WAC 197-11-600.

7. ESSENTIAL PUBLIC FACILITIES

- 7.1. The Project is an essential public facility ("EPF") and that the requirements of RCW 36.70A.200 apply. The siting and location of the Project will be consistent with Chapter 36.70A RCW.

8. PLANNING AND MANAGING CONSTRUCTION

- 8.1. Sound Transit will consider project delivery methods early in Project development and will identify the appropriate project delivery method prior to the Sound Transit Board's identification of the Project to be built. Sound Transit will evaluate alternative delivery methods for consistency with Project goals and communicate with the City regarding implications of the delivery method on the Project. Multiple Project delivery methods may be deployed depending on construction sequencing needs and differing Project facility requirements. Project delivery methods to be used by Sound Transit may include design-bid-build, general contractor/construction manager, design-build, public private partnerships, partner-led design or construction, or other methods.

9. PROPERTY ACQUISITION

9.1. Temporary and Permanent Property Acquisitions

- 9.1.1. Sound Transit will require use of City rights-of-way to build and operate transit service envisioned in this Project. Sound Transit may also acquire permanent and temporary property rights from private individuals and commercial interests to implement the Project.
- 9.1.2. Sound Transit will consider property acquisition needs, including construction staging and temporary construction easements, early in the project development phase. Sound Transit will assess the risk of potential loss of critical parcels due to imminent property sale or development pressure in the corridor. Parcels at risk of imminent development may be subject to further evaluation and potential suitability for early protective acquisition by Sound Transit.
- 9.1.3. The City's Designated Representative will notify Sound Transit's Designated Representative of potential development activities (pre-

application or permit requests, etc.) on parcels along the proposed route, once identified.

9.2. **Utility Relocation.** The City has agreements and franchises with third-party utilities that describe processes and notice requirements associated with requests for relocation of such facilities for City projects. The Parties will collaboratively develop procedures for ensuring that notices and required plans and specifications are prepared and provided to third party utility providers consistent with all applicable codes and regulations. Likewise, the Parties will collaboratively develop similar procedures and protocols for developing plans for the necessary relocation of utilities owned by the City. The Parties agree that they will discuss and consider Sound Transit payments to the City for the cost of relocation of utilities owned by the City as part of the development of such procedures and protocols. The schedule and timeline for utility relocation is critical to the overall Project schedule.

10. DISPUTE RESOLUTION

10.1. The Parties will work cooperatively and in good faith to resolve issues as they arise. Neither Party shall take or join any action in any judicial or administrative forum to challenge the action of the other party associated with this Agreement or the Project, except as set forth herein. The Parties will use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. Cooperation and communication are essential to resolving issues efficiently.

10.2. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative, as shown in **Exhibit D**. The parties will use their best efforts to resolve disputes arising out of or related to this Agreement or the Project using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

10.2.1. Level One: Sound Transit's Designated Representative and the City's Designated Representative will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

10.2.2 Level Two: Sound Transit's Project HCT Development Director and the City Manager will meet to discuss and attempt to resolve the dispute in a timely manner.

- 10.3. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Two , the Parties are free to seek additional mediation methods at higher levels within Sound Transit and the City, or seek any available legal remedy, up to and including filing suit. At all times prior to resolving the dispute, the Parties will continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Two of the process described herein. Such agreement may be withheld for any reason or no reason.

11. GENERAL PROVISIONS

- 11.1. **Duration of Agreement.** This Agreement shall take effect on the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until the Project contemplated by this Agreement is completed and open to the public, unless this Agreement is extended by mutual agreement of the Parties pursuant to Section 11.9 or superseded by a future agreement.
- 11.2. **Warranties**
- 11.2.1. By execution of this Agreement, the City warrants that the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation, or agreement; and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatory for the City hereto is authorized to sign this Agreement.
- 11.2.2. By execution of this Agreement, Sound Transit warrants that Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement; and that the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatory for Sound Transit hereto is authorized to sign this Agreement.
- 11.3. **Administration of Agreement.** This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative. Each Party shall be responsible for its own public records and public records requests.

- 11.4. **Assignment and Beneficiaries.** Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 11.5. **Notices.** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. All notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative as listed herein.
- 11.6. **Federal Provisions.** Sound Transit's design and construction of the Project may become subject to a financial assistance contract between Sound Transit and the Federal Transit Administration ("FTA") and/or the Federal Highway Administration ("FHWA"). Both Parties recognize that the FTA/FHWA may request a change to this Agreement to comply with its funding requirements.
- 11.7. **No Joint Venture.** No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 11.8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 11.9. **Amendments.** This Agreement may be amended only by a written instrument executed by both Parties. The Designated Representatives may, by mutual agreement, revise or replace the Exhibits as necessary.
- 11.10. **Severability.** In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

Each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below and the effective date shall be the last date written below:

SOUND TRANSIT

By: _____
Peter M. Rogoff, Chief Executive Officer

Date: _____

Authorized by Motion No. _____

CITY OF KENMORE

By: _____
Rob Karlinsey, City Manager

Date: _____

Authorized by City Council on _____, 2018

EXHIBIT LIST

- Exhibit A: Overall Approach to Project Development and Delivery
- Exhibit B: ST3 Plan Representative Project Template
- Exhibit C: SR 522/SR 523 Partners' Concurrence Document
- Exhibit D: Designated Representatives and Description of Role
- Exhibit E: Schedule Milestones

EXHIBIT A

BRT PROGRAM OVERALL APPROACH TO PROJECT DEVELOPMENT AND KEY DECISIONS



Phase 1: Project Refinement

- Community Engagement and Communications Plan Activities
- Proposed action concurrence document

CONCLUSION: BOARD Approves proceeding with conceptual design and environmental review for PROPOSED ACTION

Phase 2: Complete Conceptual Engineering and Environmental Review

- Continued Community Engagement and Communications Plan Activities
- Select project delivery method
- Draft Permitting Plan

CONCLUSION: BOARD SELECTS PROJECT TO BUILD

Implementation Phase

- Permitting actions
- Construction begins
- Pre-Operations testing

Operations

- Facilities open to public/revenue service begins

EXHIBIT B

ST3 PLAN REPRESENTATIVE PROJECT TEMPLATE

- SR 522 Bus Rapid Transit

EXHIBIT C

SR 522/SR 523 BRT PARTNERS' CONCURRENCE DOCUMENT

EXHIBIT D

DESIGNATED REPRESENTATIVES

SOUND TRANSIT:

Kathy Leotta
Project Manager
Sound Transit
401 S Jackson St
Seattle, WA 98104
(206) 903-7028
kathy.leotta@soundtransit.org

CITY OF KENMORE:

Nancy K. Ousley
Assistant City Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028
Phone 425-984-6171
nousley@kenmorewa.gov

CITY DESIGNATED REPRESENTATIVE ROLE

In order to proactively work through planning and design issues, and facilitate expedited project delivery, key City staff will need to coordinate on a regular basis with Sound Transit. Regular coordination meetings with the City Designated Representative as well as periodic coordination meetings with key technical staff at various City departments (including Public Works, Community Development, etc.) are anticipated from the outset of project development. The Designated Representative, in conjunction with Sound Transit, will also identify appropriate check-in points with City Council. Participation by key technical staff in regular interagency meetings as well as occasional stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other technical areas would also be anticipated.

Key responsibilities of the Designated Representative would include:

Serve as City's point of contact and coordinate involvement of other City staff

- Serve as City's single point of contact facilitating Sound Transit coordination efforts with the various City departments, Council, and Mayor.
- Manage internal coordination efforts between various City departments.
- Attend management coordination meetings with Sound Transit.
- Coordinate City staff involvement in periodic technical coordination meetings with Sound Transit staff and consultants.

- Participate in interagency meetings and coordinate involvement by other City staff as necessary.
- Coordinate City involvement in stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other issues.

Respond to requests for technical input and facilitate resolving issues

- Respond to Sound Transit and consultant staff requests for technical input related to project development. These could include: land use/zoning, traffic/parking, sensitive areas, hazmat, historic/archeological, parks/open space, other environmental concerns, utility, roadway/traffic, drainage, structural/building, fire/life safety, construction staging, property acquisition/right-of-way vacation, maintenance, or similar design and permitting issues.
- Identify City and private projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to interfere with the expeditious design and construction of the Project, facilitate conflict resolution, and identify opportunities for coordinated delivery or joint development.

Coordinate City review of technical work and resolve potential inconsistencies

- Coordinate City staff review of alternatives development and environmental related documents and resolve inconsistencies among review comments between departments.
- Coordinate City staff review of design submittals for BRT stations, parking, and other BRT elements and associated facilities and resolve inconsistencies among review comments between departments.

Facilitate development of agreements

- Facilitate development of staff level agreements documenting City concurrence on analysis/design approaches and proposed solutions.
- Facilitate development of partnering, preferred alternative, and permitting agreements with Sound Transit at key milestones in project development.
- Facilitate administration of interagency agreements, including City budget process, legislation, and ongoing reporting and financial management.

EXHIBIT E**SCHEDULE MILESTONES*****WORKING SCHEDULE DATED MAY 2018***

Schedule Objective	Target Date
Project Development Team Initiated	Q3 2017
Project Development Begins	Q1 2018
Proposed Action Concurrence	Q4 2018
ST Board Approves Proceeding with Conceptual Engineering and Environmental Review of a Proposed Action	Q1 2019
Draft Permitting Plan Developed	Q4 2019
Project Delivery Method Selected	Q1 2020
Environmental Review Complete & ST Board Selects Project to be Built	Q1 2020
Permitting Plan Finalized	Q1 2020
Implementation Actions	Q1 2020
Land Use/Discretionary Approvals Complete	Q4 2022
Construction Begins	Q1 2023
Revenue Service	2024



March 30, 2022

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

Diane Carlson
Capital Projects Division Director
King County Metro
201 S Jackson Street
Mail Stop KSC-TR-0412
Seattle, WA 98104

**Subject: Kenmore Transit-Oriented Development Coordinated Development Plan
Concurrence Memorandum**

Dear Rob and Diane:

This concurrence memorandum (“Memorandum”) is a non-binding framework between King County by and through its Metro Transit Department (KCM), the City of Kenmore (the “City”), and the Central Puget Sound Regional Transit Authority (“Sound Transit”) (collectively, the “Parties”) to continue to study the feasibility of a Transit-Oriented Development (TOD) project at the Kenmore Park & Ride, consistent with the August 2020 concurrence letter between Sound Transit and the City of Kenmore. This Memorandum identifies a framework to determine whether to solicit a developer to implement a Coordinated Development Plan (CDP) at the Kenmore Park & Ride and to develop roles and responsibilities for an implementation strategy.

If the Parties ultimately determine that a CDP for a TOD project at the Kenmore Park & Ride is feasible, the Parties anticipate a future agreement to memorialize their respective roles, responsibilities, and funding commitments to implement the CDP. Additional partners to a future agreement may include:

- St. Vincent de Paul (SVDP) as a site property owner and ground lessor;
- King County Department of Community and Human Services (DCHS) to support SVDP in determining the feasibility of participating in the CDP and as a potential funding partner; and
- A Regional Coalition for Housing (ARCH) as a potential funding partner to develop affordable housing.

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www.soundtransit.org

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University Place Councilmember

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Tacoma Councilmember

CHIEF EXECUTIVE OFFICER

Peter M. Rogoff

The goals of the framework are to:

1. Determine whether to solicit a developer.
2. Develop a detailed procurement approach.
3. Complete and document CDP goals and requirements (Fundamental Project Elements).
4. Define and prioritize CDP preferred outcomes and areas of flexibility.
5. Establish a funding plan, including financial contributions, to implement the CDP that identifies property, asset, and cash contributions from all partners.
6. Establish a CDP implementation schedule that identifies the key milestones for each of the CDP partners.
7. Develop an agreement that identifies CDP partners, roles and responsibilities, Fundamental Project Elements, preferred outcomes, funding contributions, an implementation schedule, and other pertinent information.

The Parties anticipate completion of the activities described in this framework, including the identification of a process to engage with developers, by the end of 2022. The Parties also anticipate that if they reach the goals set forth in this Memorandum, they may draft a future agreement among the Parties to continue this framework to move forward with the CDP..

Project Background (see Appendix A for additional details)

In 2016, as part of Sound Transit 3 (ST3), voters approved new Bus Rapid Transit (BRT) service along SR 522; a BRT station pair on SR 522 adjacent to and across from the Kenmore Park and Ride located at 7346 NE Bothell Way; and a new parking garage in the vicinity of the Kenmore Park and Ride. Although the ST3 plan contemplated a 300-stall stand-alone parking garage, the conceptual design phase of the project resulted in a 420-stall parking garage that would displace 120 existing parking stalls at the Kenmore Park and Ride, resulting in a net increase of 300 stalls.

The potential CDP made the subject of this Memorandum would be located at the existing Kenmore Park and Ride, which is currently operated by KCM. This site is comprised of two parcels: a larger, 5-acre parcel owned by KCM; and a smaller, 1.94-acre parcel owned by St. Vincent de Paul and leased to KCM. Both sites include a combined total of 627 surface parking stalls and a transit facility for bus layover.

In 2019 and 2020, Sound Transit led a series of planning workshops with KCM, the City of Kenmore, and various stakeholders (including adjacent property owners) to develop a CDP. The CDP incorporates the Sound Transit parking facility into a new Integrated Mobility Hub (IMH), a four-level structure that would contain three levels of parking (which would accommodate up to 585 stalls) above a ground-floor KCM bus transit facility (9 layovers/2 active bays).

The IMH would have a vertically integrated footprint that would allow for more TOD capacity at the site. The TOD would include one to four mixed-use buildings and up to 400 affordable and market-rate housing units to be constructed on adjacent properties as part of the CDP. Both transit agencies concluded that in order to realize the CDP and the IMH facility it could ultimately result in a more capital-intensive project for both agencies.

In the summer of 2021, the Sound Transit board concluded its realignment process through the adoption of Resolution No. 2021-05, which establishes an affordable schedule for the delivery of capital projects. Pursuant to the realignment resolution, the BRT parking facility at the Kenmore Park and Ride has been delayed until 2034. The resolution's amendment #4 directs staff to *"identify and recommend flexible, innovative and affordable methods to get people to transit stations where parking structures have been delayed."* At its September 23, 2021 meeting, the

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Sound Transit Board adopted Resolution No. 2021-07, selecting the project to be built for the SR 522/NE 14th BRT Transit Project consistent with Resolution No. 2021-05. The Project to be Built resolution included “additional parking at the Kenmore Park-and Ride lot, potentially delivered by King County Metro (2034).”

The partnership contemplated by this Memorandum represents an innovative opportunity to explore affordable alternatives to transit access at the Kenmore Park and Ride site. The alternatives that could be explored to support this partnership could include: a phased project – such as a smaller initial mixed-use TOD project with fewer residential units then phasing into a larger mixed-use TOD development; and provisions for the allowance of parking reductions until a garage is constructed.

Framework

The Parties intend to complete the following tasks to achieve the goals of this framework:

1. KCM will lead the effort to prepare the solicitation approach and prepare to conduct the solicitation. KCM’s responsibilities include:
 - Serving as convener of all Parties.
 - Leading the documentation of the Fundamental Project Elements.
 - Leading and managing the preparation for and solicitation of the CDP implementation.
 - Coordinating with ARCH to examine feasible options for including affordable housing in the CDP.
 - Coordinating with DCHS to develop affordable housing requirements and supporting an affordable housing feasibility study for SVDP.
 - Determining SVDP’s level of participation and contribution commitment (cash and property) and establishing related decision-making milestones.
 - Determining whether ARCH and DCHS will participate as funding partners to implement the CDP.
 - Define solutions to capital investment including KCM requirements for any shared use of parking provided in place of existing surface park and ride spaces at the site.
 - Engage development entities in coordination with Sound Transit to explore potential development approaches and strategies for TOD and parking.
 - In coordination with the other Parties, determining whether to proceed with a master development solicitation of a developer to implement the CDP.
 - Leading the development of a future agreement that identifies CDP parties, roles and responsibilities, Fundamental Project Elements, preferred outcomes, funding contributions and funding opportunities, an implementation schedule, and other pertinent terms.
2. The City is the lead for work associated with the Kenmore Comprehensive Plan and TOD District Overlay Zone. The City’s responsibilities include:
 - Providing direction for achieving the vision of the City’s planning documents.
 - Identifying the project permit requirements and timeline and identify potential changes to the regulatory framework that best facilitate the project’s implementation.
 - Identifying community stakeholders for future project engagement.
 - Identifying the City’s potential contribution(s) and/or other potential funding opportunities in support of the CDP.

3. Sound Transit's responsibilities include:

- Continuing to participate in developing a partnership for the redevelopment of the Kenmore Park & Ride site and adjacent area.
- Providing detailed project requirements regarding the transit rider parking facility and ancillary facilities, including identifying the real property rights needed by Sound Transit and operations and maintenance responsibilities for those facilities.
- Providing input related to motorized and non-motorized access to and circulation within the CDP site and BRT station and surrounding vicinity.
- Supporting the identification and evaluation of opportunities for shared use of parking spaces by transit riders and TOD residents, employees, and visitors.
- Engaging with the Sound Transit Board to evaluate the viability of this alternative partnership and to identify the timing of redevelopment and available funding in support of transit and TOD partnership needs that is consistent Sound Transit Board direction in Resolution 2021-05.

Key Decision Points

The following actions are essential to determining whether to proceed with a solicitation for a developer to implement the CDP:

- Sound Transit to identify and communicate key deadlines for determining whether the Parties can move forward with the TOD project, considering Sound Transit's property acquisition and construction schedule for the ST3 project, including the deferral of the BRT infrastructure planned at the Kenmore Park and Ride to 2034 and the realignment resolution's direction that the CEO to identify and recommend flexible, innovative and affordable methods to get people to transit stations where parking structures have been delayed.
- KCM to identify the TOD opportunity site(s) and key business terms with Parties and any other partners.
- Parties to confirm a strategy to engage development entities.
- KCM and Sound Transit to determine funding, timing, and ownership of the transit infrastructure and real property for the transit facility to be constructed pursuant to the CDP, as well as operations and maintenance obligations for same.
- Parties to work together to determine the opportunity for shared parking at the site by transit riders and TOD residents, employees, and visitors.
- Parties to work together to identify each partner's funding contributions and other potential funding opportunities.
- City to identify a preferred regulatory and permitting process and incentives or inducements to incorporate into the CDP.
- SVDP Board and Leadership to determine whether to participate and scope of any participation in the CDP and to assign KCM the role of owner's representative if SVDP Board and Leadership decide to participate.

Concurrence:

The parties to this memorandum concur that pursuing a partnership in the manner described in the framework above is in the public interest and each party will participate in good faith to complete the activities as described.

For the City of Kenmore:

Rob Karlinsey

City Manager

For King County Metro:

Diane Carlson


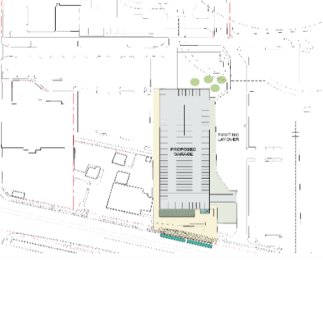

Capital Division Director

For Sound Transit:

Don Billen

Executive Director, Planning, Environment and Project Development (PEPD)

APPENDIX A – Detailed Project Background

Project Site	
	<ul style="list-style-type: none"> • KCM owns a 5 acre parcel to the east, which includes 400 surface stalls and 7 layover spaces for buses. • KCM leases a 1.94 acre parcel from SVDP to the west, which includes 227 surface stalls and an east-west access road serving both sites. • Pre-COVID, the total 627-stall capacity was typically at 100% utilization by early morning. • NE Bothell Way (SR 522) is a state highway over which WSDOT has design approval authority for roadway improvements.
ST3 Representative Project	
	<ul style="list-style-type: none"> • The ST3 representative project included a 300-stall parking facility, assumed to be located in a single-purpose structure. • Sound Transit developed a footprint and envelope for the parking facility during conceptual design. The design would displace 120 of the 400 existing stalls and would replace them in a 420-stall garage, resulting in a net increase of 300 transit commuter parking stalls. • Sound Transit completed environmental review of the SR 522 BRT project, including the parking conceptual design, in early April 2021.
Draft Coordinated Development Plan	
	<ul style="list-style-type: none"> • An Integrated Mobility Hub (four-level structure) would contain three levels of parking (which would accommodate up to 585 stalls) above a ground-floor transit facility (9 layovers/2 active bays). Up to 141 of KCM's existing parking stalls may remain on the KCM-owned parcel, although 82 of those may ultimately be eliminated, depending on the ultimate TOD configuration on the site. • Potential future TOD (1 to 4 mixed-use buildings). • 100 - 400 housing units (affordable and market-rate). • An integrated mobility hub facility would result in a more capital-intensive project for both transit agencies.

Implementing Transit-Oriented Development at the Kenmore Park N Ride

Kenmore City Council Meeting

March 28, 2022



Moving forward together

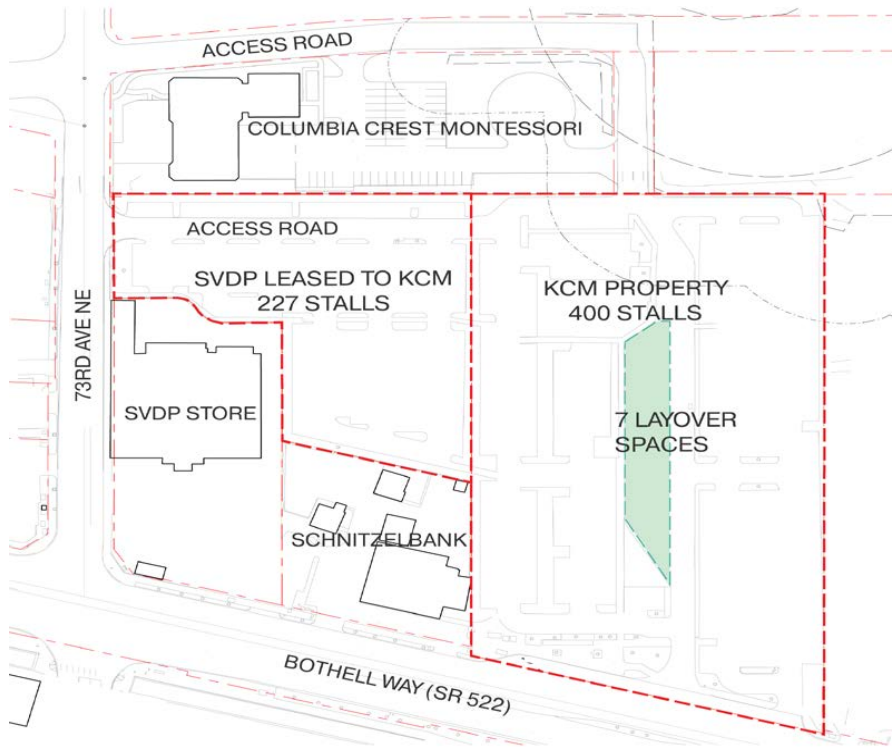


Project History

- **In 2019**, ST lead a series of visioning workshops to determine the form, function and location of the ST garage and identify the TOD opportunities at the Park and Ride. The output of that effort was a Coordinated Development Plan for an integrated mobility hub and TOD.
- **In 2020**, COVID-19 lead both transit agencies to re-examine timing and delivery of the garage and TOD at the Kenmore Park and Ride. Leading the delivery of the workshop vision shifted from Sound Transit to Metro.
- **In 2021**, we updated this Council about the results of the workshops, the challenges facing project delivery and introduced the concept of a partnering agreement to support a future solicitation. That agreement, now a letter of concurrence is what we're here to talk to today.



Existing Conditions vs. Future Vision



Letter of Concurrence (LOC)

Parties to the letter

- City of Kenmore (COK)
- Sound Transit (ST)
- King County Metro (KCM) - Lead

What the Letter Does:

Defines roles and responsibilities of all parties.

Defines the workplan to inform a future offering.

Identifies a timeline to complete the work.

Goals of the LOC

1. Determine whether to solicit a developer.
2. Develop a detailed procurement approach.
3. Complete and document CDP goals and requirements (Fundamental Project Elements).
4. Define and prioritize CDP preferred outcomes and areas of flexibility.
5. Establish a funding plan, including financial contributions, to implement the CDP that identifies property, asset, and cash contributions from all partners.
6. Establish a CDP implementation schedule that identifies the key milestones for each of the CDP partners.
7. Develop an agreement that memorializes the above content and facilitates an offering.

Commitments by the Parties

City of Kenmore: The City will lead the work associated with the Comprehensive Plan and the TOD Overlay zone, identifying a preferred permitting approach.

King County Metro: KCM will lead the development of a solicitation approach and prepare to lead the solicitation. KCM will be the convener of the parties and manage the coordination with St. Vincent De Paul as well as local funders. KCM will lead the development of a future agreement to support a future offering.

Sound Transit: ST will partner on the development of project requirements including real property rights needed by ST. Will support the development of a procurement approach and work with the ST Board to evaluate the viability of this partnership and to identify the timing of redevelopment and available funding in support of transit and TOD partnership needs, consistent with ST board direction in resolution 2021-05.

Thank You!



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic: Establishment of Juneteenth as an Official Holiday</p> <p>Proposed Council Action/Motion: Resolution to Declare Juneteenth an Official Holiday and Amend the City Personnel Policy to Include It Among Employee Paid Days Off</p>	<p>For Council Meeting Agenda of: 3/28/22</p> <p>Department: <u>City Manager's Office</u></p> <p>Prepared by: <u>Garrett Oppenheim</u></p> <table style="width: 100%;"> <thead> <tr> <th></th><th style="text-align: right;"><u>Initial & Date</u></th></tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">NA</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">NA</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">NA</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK</td></tr> </tbody> </table> <p>Exhibits/Attachments: Resolution No. 22-381</p>		<u>Initial & Date</u>	Approved by Department Head:	NA	Approved by City Attorney:	NA	Approved by Finance Director:	NA	Approved by City Manager:	RK
	<u>Initial & Date</u>										
Approved by Department Head:	NA										
Approved by City Attorney:	NA										
Approved by Finance Director:	NA										
Approved by City Manager:	RK										
<p>Council Action: At the March 28, 2022 council meeting, staff recommends that the City Council vote on Resolution No. 22-381, to declare June 19, known as "Juneteenth," an official holiday and to amend the Personnel Policy so as to henceforth include Juneteenth among the holidays recognized by the City.</p> <p>Background: Juneteenth is the oldest nationally celebrated commemoration of the abolition of slavery in the United States. On June 19, 1865, 246 years after the first Africans were brought to North America and enslaved in Virginia, the Union Army arrived in Galveston, Texas and announced the end of the Civil War and the Emancipation Proclamation. With this announcement, the last of enslaved Americans finally received word that they were free from bondage and were recognized as citizens.,</p> <p>The first Juneteenth celebrations occurred on June 19, 1866 and in the years since the celebration has spread across the country and is marked by special events, picnics, and family gatherings.</p> <p>Today, Juneteenth not only celebrates the freedom of Black Americans but reminds us how far our country still has to go in ensuring equality for all of its people. 157 years have passed since the first Juneteenth and in that time, Black Americans have endured unjust segregation, brutal physical attacks and lynchings, unjustified detentions, arrests and killings by the police, mass incarceration, housing and wealth inequities, and ongoing institutional racism, among other indignities.</p> <p>By proclaiming Juneteenth as an official City holiday, the City of Kenmore reaffirms its commitment to the hard and necessary work to fight injustice and build a more equitable city and nation and promises to be a city that is inclusive and welcoming for all of its residents, employees, and visitors.</p>											
<p><u>COUNCIL PRIORITY/BUDGET OBJECTIVE BEING ADDRESSED:</u> "Service Vision: Propelling Kenmore Upward: We create a thriving community where all people love where they live." Building a sense of community and a sense of place. Promote Diversity, Equity, and Inclusion.</p>											

I:/City Clerk/Agenda Items/Templates

RESOLUTION NO. 22-381

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DECLARING JUNETEENTH (JUNE 19) AN OFFICIAL CITY HOLIDAY AND AMENDING THE CITY'S PERSONNEL POLICY TO ADD JUNETEENTH TO THE LIST OF PAID HOLIDAYS FOR CITY EMPLOYEES.

WHEREAS, in 1619, Europeans brought twenty captured Africans to the Virginia Colony against their will to work as slaves, thereby founding a wicked, sinful, and unjust system of race-based slavery that persisted through the founding of the United States as a nation in 1776 and for 88 further years until its abolition in 1865, after 246 years of abhorrently ignoring the values upon which the Nation supposedly rested; and

WHEREAS, June 19, Juneteenth, marks the date in 1865 when Union army arrived in the last Confederate State to receive the announcement of the end of slavery, Texas, to read and enforce the Emancipation Proclamation, almost two-and-a-half years after President Abraham Lincoln issued it on January 1, 1863; and

WHEREAS, on June 19, 1866, the first anniversary of that occasion, Black Americans in Texas celebrated the first Juneteenth, a festival of remembrance that has subsequently spread throughout America; and

WHEREAS, Juneteenth is the oldest celebration of the end of slavery in the United States; and

WHEREAS, we celebrate Black American freedom, culture, and achievement, encourage respect for all cultures, and reflect on the history of slavery and the lives lost in the fight for equal rights; and

WHEREAS, formal recognition of Juneteenth will provide for official recognition of this momentous day and increase awareness of the past, present, and future struggle for equality; and

WHEREAS, we honor those who suffered and acknowledge the evils of slavery and the legacy of persecution it left behind; and

WHEREAS, systemic racism persists across and throughout the United States; and

WHEREAS, we continue to pursue the goal of racial equity that has so long evaded us; and

WHEREAS, we commit to work toward equity in expanding economic, educational, and career opportunities for everyone in our community; and

WHEREAS, on June 17, 2021, President Joe Biden signed into law the Juneteenth National Independence Day Act, making Juneteenth the twelfth official federal holiday; and

WHEREAS, on May 13, 2021, Governor Jay Inslee signed House Bill 1016 into law, establishing Juneteenth as a legal holiday in the State of Washington; and

WHEREAS, the City of Kenmore strives to be an inclusive and welcoming community for all that engages in difficult conversations, actively listens to concerns about institutional racism, and takes action to address bias and injustice;

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

Section 1. June 19 shall henceforth be recognized and celebrated by the City of Kenmore as Juneteenth.

Section 2. Section 6.10.1 of the Personnel Policies shall be amended as indicated in Exhibit A to include Juneteenth as a holiday officially recognized by the City.

RESOLVED by the City Council this ____ day of _____, 2022.

APPROVED:

MAYOR NIGEL HERBIG

ATTEST/AUTHENTICATED:

CITY CLERK, ANASTASIYA WARHOL

CITY ATTORNEY, DAWN REITAN

FILED WITH THE CITY CLERK:
PASSED BY THE CITY CLERK:
RESOLUTION NO. 22-381

Exhibit A

6.10 HOLIDAYS

6.10.1 The following holidays are recognized by the City:

New Years Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25
Floating Holiday	(must be taken within the calendar year)



Business of the City Council City of Kenmore, WA

<p>Subject/Topic: Status Update on 2021/2022 Comprehensive Plan Amendments</p> <p>Proposed Council Action/Motion: For information only.</p>	<p>For Council Meeting Agenda of: 3/28/22</p> <p>Department: Community Development</p> <p>Prepared by: Debbie Bent, Community Development Director and Lauri Anderson, Principal Planner</p> <p style="text-align: right;"><u>Initial & Date</u></p> <p>Approved by Department Head: DB, 3/9/22</p> <p>Approved by City Attorney: NA</p> <p>Approved by Finance Director: NA</p> <p>Approved by City Manager: RK, 3/11/22</p> <p>Exhibits/Attachments:</p>								
<p>At your March 28 City Council meeting, staff will provide a brief update on the Planning Commission's work to date on the revised Comprehensive Plan Vision Statement and the Land Use, Housing, and Capital Facilities Elements. Preliminarily, the upcoming timeline for this package of amendments is:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 15%;">March 15</td><td>Planning Commission finalizes preliminary recommendations in preparation for the public hearing.</td></tr> <tr> <td style="vertical-align: top;">April</td><td>Commission reviews the Zoning Code amendments related to Missing Middle Housing (MMH), and the Zoning Map change for the Public Works facility, that will accompany the Comprehensive Plan amendments at the public hearing. The Commission's preliminary direction on MMH is to allow duplexes and triplexes in the R-6 Residential Zone within ¼ mile of the City's two high-capacity transit routes. Opticos Design has been helping staff craft building form amendments to address the compatibility of these housing types with single-family residences.</td></tr> <tr> <td style="vertical-align: top;">March/April May 17</td><td>Staff conducts additional community outreach, with a particular focus on those who use Spanish. Public hearing on the Comprehensive Plan amendments, MMH zoning regulations, and the Zoning Map change for the Public Works facility.</td></tr> <tr> <td style="vertical-align: top;">June</td><td>Planning Commission presents final recommendations to the City Council.</td></tr> </table> <p>Initially, amendments to the City's transit-oriented development (TOD) regulations were going to be part of this amendment package. However, results of the TOD panel held with the Planning Commission in February and the City Council's recent decisions on the TOD interim regulations resulted in the need to do more analysis—particularly related to the financial feasibility of increased affordable housing requirements. This analysis, to be done in conjunction with ARCH, will be presented to the Planning Commission over the summer in anticipation of City Council consideration in September.</p> <p>Work on the next set of Comprehensive Plan amendments (to meet the June 2024 update deadline) is beginning. Work has started on the Transportation Element and, as work on the TOD regulations reduces, work on the Public Services, Utilities, and Economic Development Elements will ramp up.</p> <p>FISCAL CONSIDERATION: The Community Development Department has budgeted \$150,000 for the Comprehensive Plan update over the 2021-2022 biennium. Staff used consultant assistance in 2021 to develop a public participation plan, conduct a statistically valid survey of residents to provide input to the planning process, and host a community forum on "Missing Middle" housing. The Engineering Department has budgeted \$315,000 in 2022 for the Transportation Element update.</p> <p>COUNCIL PRIORITY BEING ADDRESSED: Most of the City Council's 2021/2022 priorities are addressed by the Comprehensive Plan update, including Priority 1: "Increase and preserve the options for affordable housing stock;" Priority 2: "...promote Environmental Stewardship...;" Priority 3: "Develop and Implement a Diversity Equity, and Inclusion Policy...;" Priority 6: "Focus on and emphasize multimodal transportation safety...;" and Priority 11: "Engage and educate the community on growth and development in Kenmore."</p>		March 15	Planning Commission finalizes preliminary recommendations in preparation for the public hearing.	April	Commission reviews the Zoning Code amendments related to Missing Middle Housing (MMH), and the Zoning Map change for the Public Works facility, that will accompany the Comprehensive Plan amendments at the public hearing. The Commission's preliminary direction on MMH is to allow duplexes and triplexes in the R-6 Residential Zone within ¼ mile of the City's two high-capacity transit routes. Opticos Design has been helping staff craft building form amendments to address the compatibility of these housing types with single-family residences.	March/April May 17	Staff conducts additional community outreach, with a particular focus on those who use Spanish. Public hearing on the Comprehensive Plan amendments, MMH zoning regulations, and the Zoning Map change for the Public Works facility.	June	Planning Commission presents final recommendations to the City Council.
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June	Planning Commission presents final recommendations to the City Council.								



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic:</p> <p>American Rescue Plan Act Community Engagement Results</p> <p>Proposed Council Action/Motion:</p> <p>No Motion. <i>For Discussion Only.</i></p>	<p>For Council Meeting Agenda of: March 28, 2022</p> <p>Department: City Manager</p> <p>Prepared by: Stephanie Lucash, Assistant City Manager/ARPA Administrator</p> <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">SL, 3/10/22</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">n/a</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">LS, 3/11/22</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RGK, 3/11/22</td></tr> </table> <p>Exhibits/Attachments:</p> <p>Slide Deck</p>		<u>Initial & Date</u>	Approved by Department Head:	SL, 3/10/22	Approved by City Attorney:	n/a	Approved by Finance Director:	LS, 3/11/22	Approved by City Manager:	RGK, 3/11/22
	<u>Initial & Date</u>										
Approved by Department Head:	SL, 3/10/22										
Approved by City Attorney:	n/a										
Approved by Finance Director:	LS, 3/11/22										
Approved by City Manager:	RGK, 3/11/22										
<p><u>SUMMARY:</u></p> <p>The American Rescue Plan Act (ARPA) is a federal law that was signed on March 11, 2021. The purpose of ARPA is to provide \$1.9 trillion to help the U.S. respond to and recover from the COVID-19 pandemic. The City of Kenmore will receive \$6.4 million in ARPA funds; half was received in mid-2021 and the second half will come in mid-2022. All funds must be allocated by the end of 2024 and spent by the end of 2026.</p> <p>On July 26, 2021, the Council approved guiding principles and a high-level strategy for use of the City's ARPA funds. At that time, the need for a thoughtful community engagement strategy for this work was discussed.</p> <p>To seek input from the Kenmore community on use of the City's ARPA funds, the City held a Community Listening Session, conducted a Kenmore business survey, and utilized a community engagement tool called <i>Balancing Act Prioritize</i>. Sixteen project ideas generated from earlier engagement and discussion were included on the tool for consideration. The tool was launched on December 22, 2021 and closed on March 1, 2022. A total of 806 submissions were recorded. City staff will share the results of the <i>Balancing Act Prioritize</i> tool for Council discussion. Following tonight's meeting, staff will take Council feedback and come back to a future Council meeting with a set of recommendations for Council action.</p>											
<p><u>FISCAL CONSIDERATION:</u></p> <p>On June 28, 2021, the City Council established by ordinance a special revenue fund known as the "ARPA Fiscal Recovery Fund." Prior City Council direction has included designating ARPA funds for direct cash assistance, affordable housing, staffing, and urgent business assistance. Tonight's discussion pertains to how the City Council may want to spend some of the City's remaining ARPA funds over the next two or more years.</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u></p> <p>Goal #4: Respond to the Pandemic. The purpose of Kenmore's ARPA funds is to help the City respond to and recover from the COVID-19 pandemic.</p>											

American Rescue Plan Act

Community Engagement Results and Work Program Options

March 28, 2022



Selected: \$0 Available: \$1.0m

Program	Amount	Status
Subsidized Pool Program for Kenmore Youth	\$50,000	Select
City Hall Playground and Sport Courts	\$680,000	Select
Utility Assistance	\$160,000	Select
Business Assistance at	\$250,000	Select
Business Assistance at	\$450,000	Select
Mobile Home Improvements Grant Program	\$50,000	Select
Homelessness Response Pilot Program	\$50,000	Select
Human Services Funding at	\$500,000	Select
Human Services Funding at	\$250,000	Select

Our Service Vision

Propelling Kenmore Upward:
We create a thriving community where all people love where they live.



Goals for Tonight

Discuss ARPA community engagement results

- Share results and present options
- Staff will come back in April with a recommended ARPA work program



Council ARPA Guidance

High Level Strategy

- Provide immediate relief to residents in need
- Provide immediate relief to businesses in urgent need
- Position the City, community, and businesses to transition into a post-COVID era (i.e., long-term recovery)
- Consider enduring, legacy project(s) that will be bold investments in Kenmore's future

Guiding Principles

- 1) Center Equity
- 2) Provide Immediate Relief and Fund Legacy Work
- 3) Tie Funding Decisions to Pandemic Impacts
- 4) Consider Early Wins and Something for Everyone
- 5) Assess Long-Term Sustainability
- 6) Factor in Community Feedback
- 7) Leverage Other Funding Sources
- 8) Maximize Partnerships



ARPA Community Engagement Results Overview



Tool = Balancing Act Prioritize



Open from December 22, 2021 to March 1, 2022

806
Total Responses

30%

Response Rate

(30% of the people who went to the site completed their response)

"THANK YOU for seeking input. I've lived in Kenmore for 18+ years and feel like you do an awesome job seeking input from residents. Please continue to actively reach out to our community."

Top 5 Responses:

1 Homelessness Response Pilot Program (\$50K)

423 Votes

2 Catch Up Learning and Child Care Support (\$100K)

399 Votes

3 Human Services Funding (\$250K)

387 Votes

4 Business Assistance (\$250K)

348 Votes

5 Landlord and Rent Assistance (\$100K)

289 Votes

"Glad to feel included in the process."

"Thanks for reaching out and soliciting feedback. Always impressed by Kenmore's collaborative approach to government."

1

Most #1 Votes:

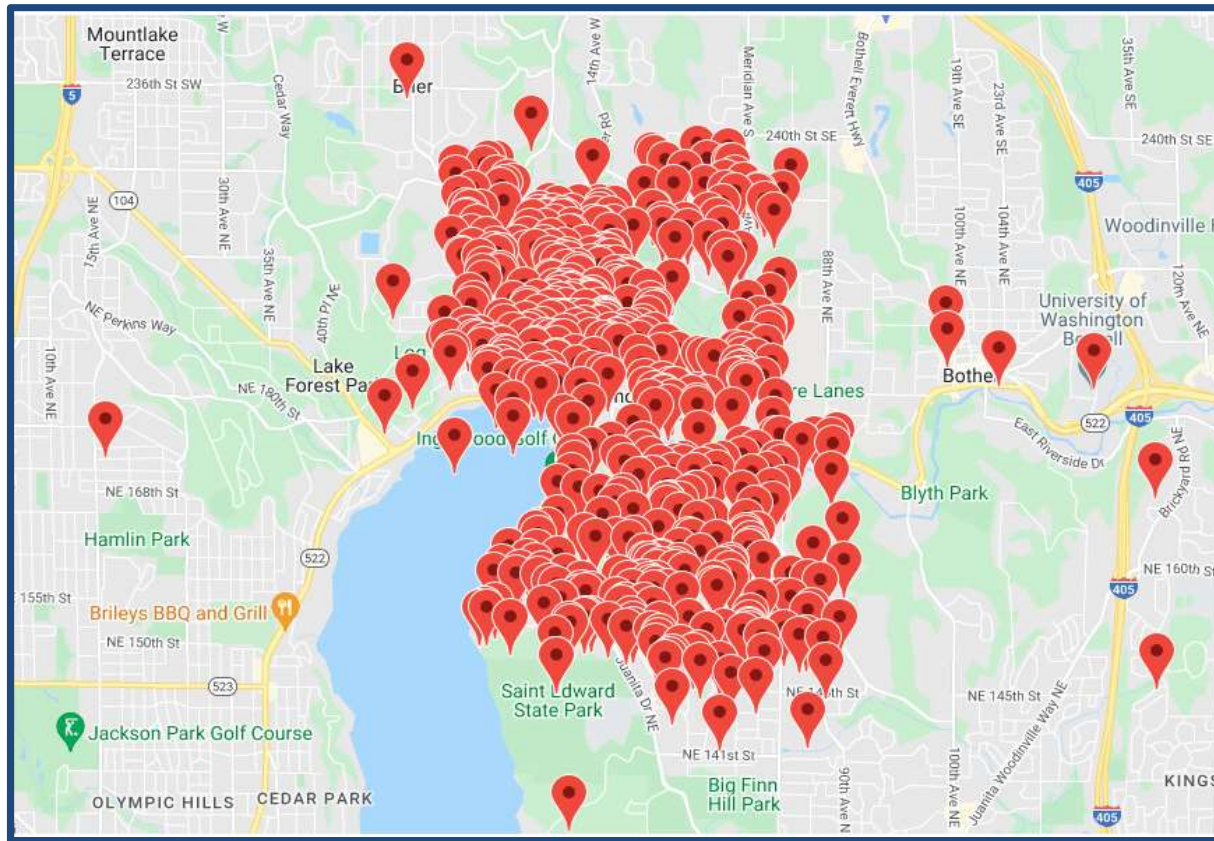
Human Services Funding

96 total votes



"I very much appreciate the chance to participate in these decisions."

Map of Respondent Locations



(Respondents self-reported their approximate locations)

Balancing Act Results

Programs	Allotted Cost	Votes	1st Place Votes
Homelessness Response Pilot Program	\$50,000	423	91
Catch-Up Learning & Childcare Support	\$100,000	399	88
Human Services Funding	\$250,000	387	96
Business Assistance	\$250,000	348	81
Landlord & Rent Assistance	\$100,000	289	46
Broadband/Wi-Fi Project	\$100,000	284	42
Subsidized Pool Program for Kenmore Youth	\$50,000	284	42
Mobile Home Improvements Grants Program	\$50,000	251	29
Assistance for the Local Arts Community	\$50,000	229	16
Pathways to Parks	\$500,000	228	80
Utility Assistance	\$160,000	218	30
City Hall Playground and Sport Courts	\$680,000	183	93
Septic-to-Sewer Conversions	\$395,000	168	48
Leveraging ARPA Funds for Other Eligible Projects	\$200,000	157	23

The total allocated cost for the programs in green, those that rank the highest in terms of weighted votes, is exactly \$1,000,000.



Balancing Act Results

Programs	Allotted Cost	Votes
Homelessness Response Pilot Program	\$50,000	423
Catch-Up Learning & Childcare Support	\$100,000	399
Human Services Funding	\$250,000	387
Business Assistance	\$250,000	348
Landlord & Rent Assistance	\$100,000	289
Broadband/Wi-Fi Project	\$100,000	284
Subsidized Pool Program for Kenmore Youth	\$50,000	284
Mobile Home Improvements Grants Program	\$50,000	251
Assistance for the Local Arts Community	\$50,000	229

If the top nine programs move forward:

- 95% of the respondents will see at least **one** of their choices implemented
- 50% of respondents will see at least **five** of their choices implemented

Programs	Allotted Cost
Homelessness Response Pilot Program	\$50,000
Catch-Up Learning & Childcare Support	\$100,000
Human Services Funding	\$250,000
Business Assistance	\$250,000
Landlord & Rent Assistance	\$100,000

If the top five programs move forward:

- 93% of the respondents will see at least **one** of their choices implemented
- 61% of respondents will see at least **three** of their choices implemented



Bastyr Project Idea

Hydroponics Lab

Features

- Camps for under-privileged kids
- Address food insecurity
- Serve local food banks
- Grow herbs for research
- Mobile food lab
- Agriculture research
- Farmers' Market
- Nutrition classes for adults

Funding Request

- \$150,000 to \$175,000 to build and operate the project based on an anticipated budget of \$325,000
- Bastyr also applied for a \$250,000 grant from King County in January 2022 and is actively engaged with other potential funding partners



ARPA Funds Available

Kenmore's \$6.4 Million ARPA Program	Dollar Amount
<i>Direct Cash Assistance (Kenmore Cares)</i>	<i>\$1,000,000</i>
<i>Affordable Housing</i>	<i>\$3,200,000</i>
<i>Urgent Business Assistance</i>	<i>\$75,000</i>
<i>Program Staffing for 5 Years (2021-2026)</i>	<i>\$800,000</i>
<i>Subtotal</i>	<i>\$5,075,000</i>
FUNDS REMAINING	\$1,325,000
ARPA Work Program 2022-24	\$1,000,000
Hold in Reserve	\$325,000



Options

ARPA Work Program Options

Programs	Allotted Cost
Homelessness Response Pilot Program	\$50,000
Catch-Up Learning & Childcare Support	\$100,000
Human Services Funding	\$250,000
Business Assistance	\$250,000
Landlord & Rent Assistance	\$100,000
Broadband/Wi-Fi Project	\$100,000
Subsidized Pool Program for Kenmore Youth	\$50,000
Mobile Home Improvements Grants Program	\$50,000
Assistance for the Local Arts Community	\$50,000

Option A:
Implement the top
9 programs (\$1M)

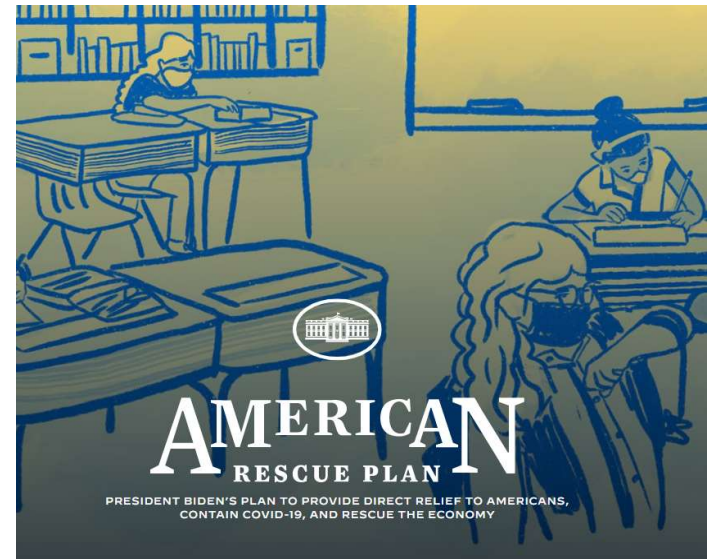
Programs	Allotted Cost
Homelessness Response Pilot Program	\$50,000
Catch-Up Learning & Childcare Support	\$100,000
Human Services Funding	\$250,000
Business Assistance	\$250,000
Landlord & Rent Assistance	\$100,000
Bastyr Hydroponics Lab	\$175,000

Option B:
Implement the top 5
programs, plus the
Bastyr Program
(\$925K)

Option C:
Some other
combination
of programs



Thank You and Questions





City Council Business Agenda Item City of Kenmore, WA

<p>Subject/Topic: Ordinance 22-0545 Residential Renter Protection Regulations</p> <p>Proposed Council Action/Motion: Motion to approve Ordinance 22-0545 Residential Renter Protection Regulations</p>	<p>For Council Meeting Agenda of: 3/28/22</p> <p>Department: Community Development</p> <p>Prepared by: Debbie Bent, Community Development Director</p> <p>Initial & Date</p> <p>Approved by Department Head: <u>DB 3/7/22</u></p> <p>Approved by City Attorney: <u>email 3/11/22</u></p> <p>Approved by Finance Director: <u>N/A</u></p> <p>Approved by City Manager: <u>RK 3/12/22</u></p> <p>Exhibits/Attachments:</p> <ol style="list-style-type: none"> 1) Ordinance 22-0545 2) Exhibit 1 Kenmore Municipal Code Regulations
<p><u>INFORMATION/BACKGROUND:</u> At the 2/14/22 Council meeting, Council gave staff direction on several renter protection regulations. Ordinance 22-0545 (see Attachment #1) reflects Council direction and includes new Kenmore Municipal Code regulations (See Attachment #2, Exhibit 1). Staff recommends Council adopt Ordinance 22-0545,</p> <p>Ordinance 22-0545 includes the following residential renter protection regulations:</p> <ul style="list-style-type: none"> • <u>Notice of rent increase required:</u> 120 days' notice if rent increase is more than 3% and 180 days if rent increase is more than 10%. • <u>Cap on late fees:</u> Establishes a cap on any fees for late payment of rent at 1.5% of monthly rent. • <u>Cap on move in fee:</u> One month's rent. • <u>Right to Payment Plan:</u> 6 installments if lease < 6 months, or 2 if > 6 months. • <u>Bars discrimination due to immigration status:</u> Comparable to State Law and Seattle regulations. • <u>Bars requirement of social security number:</u> Comparable to unincorporated King County regulations. • <u>Rent due date may be altered due to tenant's fixed income:</u> Comparable to State Law and unincorporated King County regs. <p>Per Council direction 2/14/22, Staff will bring forward additional information (at the 5/9/22 meeting) for Council discussion/direction: Assuming Council direction is given, staff would bring back an ordinance to a future council meeting, potentially late June.</p> <ul style="list-style-type: none"> • <u>Rental unit registration program:</u> Bring back information on options/costs of implementing. • <u>Just cause eviction program:</u> Bring back information on what other jurisdictions have done to close "loopholes" in state legislation. • <u>Right to relocation assistance:</u> Bring back more information, comparable to state regulations. • <u>Bans abusive, deceptive, and unfair practices in rental housing:</u> Bring back more information. • <u>Landlord may not demand child or person with disability to be signatory to lease if tenant of record is already a signatory:</u> Bring back more information. • <u>Criminal background checks prohibited:</u> Seattle is the only jurisdiction that includes this type of legislation. Staff is researching and will bring back more information. <p>At the 2/14/22 Council Meeting, Council did <u>not</u> want to move forward with the following:</p> <ul style="list-style-type: none"> • No rent increase if property in poor condition. • Right to live with family. • Rental unit inspection program. 	

FISCAL CONSIDERATION: Staff time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2021—2022 Council Priorities: Priority #1 Increase and preserve the options for affordable housing stock
Agreement Fourteen in the January 2022 Council retreat report: The City Manager will meet with staff to determine the nature and timing of bringing back to the City Council a package of possible tenant protections.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 22-0545**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTER 8.55 OF THE KENMORE MUNICIPAL CODE TO
ADOPT TENANT PROTECTIONS INCREASING NOTICE FOR RENT
INCREASES, CAPPING LATE FEES, CAPPING MOVE IN FEES AND
DEPOSITS, AUTHORIZING TENANT PAYMENT PLANS,
PROHIBITING REQUIREMENT FOR SOCIAL SECURITY NUMBER IN
SCREENING MATERIALS, AND AUTHORIZING ALTERATION OF
RENT DUE DATE DUE TO TENANT'S FIXED INCOME; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, over the past several years rents in Kenmore and King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) ("*Affordable Housing Task Force Final Report*"), which identifies that renting rather than owning a home increases the chances of being severely cost burdened,¹ and recognizes an existing affordable housing crisis in King County;² and

WHEREAS, the *Affordable Housing Task Force Final Report* includes a regional plan with goals, strategies and a five-year action plan to address the affordable housing crisis, and Goal 4 of the action plan is to "[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness";³ and

WHEREAS, a report by the Seattle Women's Commission and the Housing Justice Project of the King County Bar Association, entitled *Losing Home The Human Cost of Eviction in Seattle* (Sept. 2018) ("*Losing Home Report*")⁴ identifies that: 1) national research shows eviction is one of the leading cause of homelessness; 2) research data shows that 51.7% of tenants evicted were people of color; 3) tenants face steep financial costs resulting from eviction; and 4) 86.5% of eviction filings were for nonpayment of rent and of these, 52% were for one month or less.⁵ and

WHEREAS, the *Losing Home Report* states that "[b]ecause evictions disproportionately impact marginalized communities and have long-lasting harm on individuals as well as the broader

¹ King County Regional Affordable Housing Task Force, *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) at 15.

² *Id.* at 7.

³ *Id.* at 8.

⁴ *Losing Home Report* lead authors: Tara Cookson, PhD, Margaret Diddams, PhD, Xochitl Maykovich, and Edmund Witter.

⁵ *Losing Home Report* at 7.

community, it is imperative for local and state governments to take immediate action to address evictions”⁶; and

WHEREAS, in 2019, the City Council adopted Ordinance 19-0484, codified at Chap. 18.55 of the Kenmore Municipal Code (“KMC”), adopting notice of rent increase protections and findings in support of said protections; and

WHEREAS, in the face of the affordable housing crisis, several other cities, such as Seattle, Auburn, Burien, Kent, Tukwila, and Federal Way, and King County have adopted tenant protections; and

WHEREAS, at its February 14, 2022, regular meeting, the City Council considered adoption of the following additional tenant protections: 1) increases notice of rent increases; 2) cap on late fees; 3) cap on move in fees and deposits; 3) right to payment plans; 4) prohibit the requirement that social security numbers be given as screening information; and 5) authorization to alter rent due dates due to tenant’s fixed income; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with its 2021-2022 Council Priorities: Priority #1 Increase and preserve options for affordable housing stock, and Goal 4 of the *Affordable Housing Task Force Final Report*; and

WHEREAS, the City Council desires to amend Chap. 8.55 KMC to adopt the proposed tenant protections, and finds that adoption of the proposed tenant protections is in the best interests of the residents of Kenmore and will promote the public health, safety and welfare of the City; and

WHEREAS, this Ordinance is adopted pursuant to the City’s police powers and regulatory authority derived from Wash. Const. art. XI, Section 11;

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

Section 1. Findings. The City Council adopts the recitals set forth above and in Ordinance 19-048, as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 8.55 of the Kenmore Municipal Code as set forth in Exhibit 1 to this Ordinance, attached hereto and incorporated by reference as if set forth in full.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

⁶ Losing Home Report at 7.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
____ DAY OF _____ 2022.

CITY OF KENMORE

Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, 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 1 to ORD. 22-0545
Tenant Protections

1. Amendment: Chapter 8.55 of the Kenmore Municipal Code is amended to read as follows:

**Chapter 8.55
TENANT PROTECTIONS**

Section:

- 8.55.010 Definitions.**
- 8.55.020 Applicability.**
- 8.55.030 Notice of Rent Increase.**
- 8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.**
- 8.55.050 Late fees – limits.**
- 8.55.060 Late fees – specification of dates – notice – accommodation request not a basis for landlord’s refusal to enter rental agreement.**
- 8.55.070 Requirement of social security number by landlord not required but may be requested –tenant not agreeing to provide social security number not a basis for landlord’s refusal to enter rental agreement – allowed information for screening – allowed landlords actions – liability of landlord for violation.**
- 8.55.080 Provisions in violation of restrictions null and void; exemption.**
- 8.55.090 Rental agreement that waives tenant’s remedies prohibited – Exception.**
- 8.55.100 Violation of chapter by landlord – liability.**

8.55.010 Definitions.

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "dwelling unit" to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

B. "Landlord" has the same meaning as RCW 59.18.030(16), as may be amended, and excluding the living arrangements identified in RCW 59.18.040. At the time of passage of the ordinance codified in this chapter, the RLTA defined landlord as the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and included any person designated as

representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

C. "Rental agreement" or "lease" has the same meaning as RCW 59.18.030(30), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "rental agreement" as all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

D. "Subsidized housing" has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "subsidized housing" as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) A federal program or state housing program administered by the department of commerce or the Washington state housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW [84.52.105](#); or (d) The surcharges authorized in RCW [36.22.178](#) and [36.22.179](#) and any of the surcharges authorized in chapter [43.185C](#) RCW.

E. "Tenant" has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in RCW 59.18.040, and RCW 59.20.030(24), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "tenant" as any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement, and RCW 59.20.030 defined "tenant" as any person, except a transient, who rents a mobile home lot.

8.55.020 Applicability.

KMC 8.55.030 through KMC 8.55.100 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

8.55.030 Notice of rent increase.

A. Any *rental agreement* or renewal of a *rental agreement* shall include, or shall be deemed to include, a provision requiring not less than:

1. one hundred twenty (120) days' written notice for rent increases greater than three percent (3%); or
2. one hundred eighty (180) days' written notice for rent increases greater than ten percent (10%).

B. If the *rental agreement* governs *subsidized housing* where the amount of rent is based on the income of the *tenant* or circumstances specific to the subsidized household, the *landlord* shall provide a minimum of thirty (30) days' prior written notice of an increase in the amount of rent to each affected *tenant*.

8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.

A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month's rent, except in *subsidized housing* where the amount of rent is set based on the income of the tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program.

B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.

C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements*, may choose to pay move in fees and security deposits in two equal monthly installments over the first two months occupying the *dwelling unit*.

8.55.050 Late fees - limits.

Late fees or costs due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent (1.5%) of the *tenant's* monthly rent.

8.55.060 Late fees - specification of dates - notice - accommodation request not a basis for landlord's refusal to enter rental agreement.

A. *Rental agreements* shall include or shall be deemed to include a provision stating that when late fees may be assessed after rent becomes due, the *tenant* may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a *landlord* shall agree to such a proposal if it is submitted in writing and the *tenant* can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the *rental agreement*.

B. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant requests the accommodations specified in Subsection A.

8.55.070 Requirement of social security number by landlord not required but may be requested - tenant not agreeing to provide social security number not a basis for landlord's refusal to enter into rental agreement - allowed information for screening - allowed landlord actions - liability of landlord for violation.

A. A *landlord* shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW 59.18.257. A *landlord* may request a social security number and screen prospective tenants. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant does not agree to provide a social security number. A *landlord* may utilize information including, but not limited to, previous names, addresses, personal references and work history to screen prospective tenants. A *landlord* shall maintain the right to take adverse action because of inaccurate, unfavorable or unavailable screening results.

B. A *landlord* found in violation of subsection A. of this section shall be liable to such a prospective tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or one month of rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

8.55.080 Provisions in violation of restrictions null and void - Exemption.

A. Any provisions in violation of KMC 8.55.030 through KMC 8.55.070 in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter.

8.55.090 Rental agreement that waives tenant's remedies prohibited – Exception.

A. No *rental agreement*, whether oral or written, may provide that the *tenant* waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A *landlord* and *tenant* may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and
2. The agreement may not appear in a standard form written *lease* or *rental agreement*; and
3. There is no substantial inequality in the bargaining position of the two parties; and
4. The attorney for the *tenant* has approved in writing the agreement as complying with subsections (B)(1), (2) and (3) of this section.

8.55.100 Violation of chapter by landlord - liability.

A *landlord* found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.

EXHIBIT 1 to ORD. 22-0545
Tenant Protections

1. Amendment: Chapter 8.55 of the Kenmore Municipal Code is amended to read as follows:

Chapter 8.55
NOTICE OF RENT INCREASETENANT PROTECTIONS

Section:

8.55.010 Definitions.

8.55.020 Applicability.

8.55.030 Notice of Rent Increase Regulations.

8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.

8.55.050 Late fees – limits.

8.55.060 Late fees – specification of dates – notice – accommodation request not a basis for landlord's refusal to enter rental agreement.

8.55.070 Requirement of social security number by landlord not required but may be requested –tenant not agreeing to provide social security number not a basis for landlord's refusal to enter rental agreement – allowed information for screening – allowed landlords actions – liability of landlord for violation.

8.55.080~~030~~ Provisions in violation of restrictions null and void; exemption.

8.55.090~~040~~ Rental agreement that waives tenant's remedies prohibited – Exception.

8.55.100 Violation of chapter by landlord – liability.

8.55.010 Definitions.

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "dwelling unit" to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

BA. "Landlord" has the same meaning as means a landlord as defined in and within the scope of RCW 59.18.030(16), as may be amended, and excluding the living arrangements identified in RCW 59.18.040. -and 59.18.040 of the Residential Landlord-Tenant Act of 1973 (RLTA) in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined landlord as "the owner, lessor, or sublessor of the dwelling

unit or the property of which it is a part,” and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

CB. “Rental agreement” or “lease” has the same meaning as means a rental agreement as defined in and within the scope of RCW 59.18.030(30), as may be amended, and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “rental agreement” as “all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.”

C. “Rental unit” means a residential dwelling unit as defined in KMC 18.20.810, occupied or rented by a tenant.

D. “Subsidized housing” has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “subsidized housing” as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) A federal program or state housing program administered by the department of commerce or the Washington state housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW 84.52.105; or (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and any of the surcharges authorized in chapter 43.185C RCW.

E. “Tenant” has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in means a tenant as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed, and RCW 59.20.030(24), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as “any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement,” and RCW 59.20.030 defined “tenant” as any person, except a transient, who rents a mobile home lot.

8.55.020 Applicability.

KMC 8.55.030 through KMC 8.55.100 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

8.55.0320 Notice of rent increase Regulations.

A. Any rental agreement or renewal of a rental agreement shall include, or shall be deemed to include, a provision requiring not less than:

1. one hundred twenty (120) days' written notice for rent increases greater than three percent (3%); or
2. one hundred eighty (180) days' written notice for rent increases greater than ten percent (10%).

B. If the *rental agreement* governs *subsidized housing* where the amount of rent is based on the income of the *tenant* or circumstances specific to the subsidized household, the *landlord* shall provide a minimum of thirty (30) days' prior written notice of an increase in the amount of rent to each affected *tenant*.

~~For any *rental agreement* or renewal of a *rental agreement* for a residential *rental unit* in the City of Kenmore entered into after September 1, 2019, the *landlord* shall include or shall be deemed to include a provision requiring a minimum of 90 days' prior written notice whenever the periodic or monthly housing costs to be charged a *tenant* are to increase by 10 percent or more over the periodic or monthly rental rate charged the same *tenant* for the same *rental unit* and same services for any period or month during the preceding 12-month period.~~

8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.

A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month's rent, except in *subsidized housing* where the amount of rent is set based on the income of the tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program.

B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.

C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements*, may choose to pay move in fees and security deposits in two equal monthly installments over the first two months occupying the *dwelling unit*.

8.55.050 Late fees - limits.

Late fees or costs due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent (1.5%) of the *tenant's* monthly rent.

8.55.060 Late fees - specification of dates - notice - accommodation request not a basis for landlord's refusal to enter rental agreement.

A. *Rental agreements* shall include or shall be deemed to include a provision stating that when late fees may be assessed after rent becomes due, the *tenant* may propose that the due date be altered

to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a *landlord* shall agree to such a proposal if it is submitted in writing and the *tenant* can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the *rental agreement*.

B. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant requests the accommodations specified in Subsection A.

8.55.070 Requirement of social security number by landlord not required but may be requested - tenant not agreeing to provide social security number not a basis for landlord's refusal to enter into rental agreement - allowed information for screening - allowed landlord actions - liability of landlord for violation.

A. A *landlord* shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW 59.18.257. A *landlord* may request a social security number and screen prospective tenants. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant does not agree to provide a social security number. A *landlord* may utilize information including, but not limited to, previous names, addresses, personal references and work history to screen prospective tenants. A *landlord* shall maintain the right to take adverse action because of inaccurate, unfavorable or unavailable screening results.

B. A *landlord* found in violation of subsection A. of this section shall be liable to such a prospective tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or one month of rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

8.55.0830 Provisions in violation of restrictions null and void - Exemption.

A. Any provisions in violation of KMC 8.55.0320 through KMC 8.55.070 in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter.

8.55.0940 Rental agreement that waives tenant's remedies prohibited – Exception.

A. No *rental agreement*, whether oral or written, may provide that the *tenant* waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A *landlord* and *tenant* may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and
2. The agreement may not appear in a standard form written *lease* or *rental agreement*; and
3. There is no substantial inequality in the bargaining position of the two parties; and
4. The attorney for the *tenant* has approved in writing the agreement as complying with subsections (B)(1), (2) and (3) of this section.

8.55.100 Violation of chapter by landlord - liability.

A *landlord* found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.