

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

ON-SITE & ONLINE

September 12, 2022 - 6:30 PM

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/81569003905>

US: +12532158782,,81569003905# or +17193594580,,81569003905#

Or Telephone: Dial US: +1 253 215 8782

Callers please dial *9 to Raise/Lower Hand

Webinar ID: 815 6900 3905

I. CALL SPECIAL MEETING TO ORDER - 6:30 PM

II. EXECUTIVE SESSION

- A. Pursuant to RCW 42.30.110(1)(b), the Council will now enter an executive session to consider real estate acquisition. The session is slated to conclude at 7 p.m.

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

A. MOTION PASSED

Move to approve the Real Estate Purchase and Sale Agreement authorizing the purchase of residential real property located at 18727 73rd Avenue NE, Kenmore, Washington, in the amount of \$680,000.00, and authorize the City Manager to execute the Real Estate Purchase and Sale Agreement and take all actions necessary to implement said agreement, including but not limited to:

1. Executing the Right of Entry Agreement and having all environmental and other due diligence investigations of the real property performed;
2. Entering into any reasonable modifications or amendments to the Real Estate Purchase and Sale Agreement as may be required, so long as the purchase price for said property is not increased; and
3. Executing and delivering any documentation necessary to terminate the Real Estate Purchase and Sale Agreement, should City Manager determine the property does not satisfy the City's due diligence investigation, that title to the property is not satisfactory, or that other reasonable basis exists for City's termination as permitted under the Real Estate Purchase and Sale Agreement.

IV. ADJOURN SPECIAL MEETING

V. CALL REGULAR MEETING TO ORDER - 7 PM

VI. ROLL CALL

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

AGENDA APPROVED

IX. PROCLAMATIONS

PROCLAMATIONS ISSUED

- A. National Hispanic and Latino Heritage Month - To be Accepted by Mariel Torres Mehdipour
[National Hispanic and Latino Heritage Month Proclamation](#)
- B. National Recovery Month - To be Accepted by Michael Reading of the King County Behavioral Health Department
[National Recovery Month Proclamation](#)
- C. Suicide Prevention Month - To be Accepted by Barbie Collins Young, Executive Director, NAMI (National Alliance on Mental Illness) Eastside
[Suicide Prevention Month Proclamation](#)
- D. Falls Prevention Awareness Week - To be Accepted by Dr. Milton Curtis
[Falls Prevention Awareness Week Proclamation](#)

X. PRESENTATION

- A. Introducing New NEMCo (Northshore Emergency Management Coalition) Director, Kevin Lowery
- B. Introducing New Staff/Roles:
 - Garrett Oppenheim, Assistant to the City Manager - ARPA
 - Janet Quinn, Management Analyst - ARPA
 - Michelle Kang, Limited-Term Deputy City Clerk

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. We will hear from our on-site guests first, followed by our virtual guests. If you're online, please use the "raise hand" feature now if you wish to speak. All guests 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 UNANIMOUSLY

- A. Approve Minutes:
August 19, 2022 Special Meeting Minutes
[City Council August 19, 2022 Special Meeting Minutes](#)
- B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 8/12/22 in the amount totaling \$198,448.18 and ACH Payment to Thomco Construction in the amount of \$385,568.02, and Payroll Check # 10181 in the amount of \$435.36.
[Voucher Approval Report Dated 8/19/22](#)
- C. Approve Total Check #s 50346 through 50438 totaling \$830,188.19 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 8/26/22 in the amount totaling \$189,565.04 and ACH Payment to U.S. Bank in the amount of \$26,793.38, and Payroll Check # 10186 in the amount of \$497.55.
[Voucher Approval Report Dated 9/2/2022](#)
- D. Ratify the City Manager signing and executing the Amendment to the Interlocal Agreement for Inmate Housing and the Amendment to Original Agreement for Inmate Housing with the South Correctional Entity (SCORE)
[Agenda Bill - SCORE Jail Interlocal Amendments](#)
[SCORE Amendment to Interlocal Agreement](#)
[SCORE Amendment to Original Agreement](#)
[Agenda Bill - SCORE Jail Interlocal Amendments](#)
- E. Approve 1) the Opioid Settlement Form entitled, "Exhibit F Subdivision Settlement Participation Form," and 2) the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State (August 8, 2022) and Authorize the City Manager to Execute said documents and take all steps necessary for Kenmore to join the Washington Settlement with Opioid Distributors
[Agenda Bill - Opioid Distributors WA Settlement](#)
[Attachment 1 - WA Local Govt MOU1 - signed](#)
[Attachment 2 - Exhibit F Subdivision Settlement Participation Form](#)

[Attachment 3 - Allocation Agreement with exhibits - final](#)

[Attachment 4 - Opioid Remediation Uses](#)

- F. Ratify Resolution with the Northshore School District for Kenmore Elementary Facility Use for Summer Programs
[Agenda Bill and Attached NSD Resolution- Northshore School District Facility Use](#)

XIII. BUSINESS AGENDA

- A. Comprehensive Plan and Development Regulation Amendments, presented by Community Development Director Debbie Bent and Principal Planner Lauri Anderson, *for Continued Discussion*
[Agenda Bill - Comprehensive Plan and Development Regulation Amendments Discussion - September 2022](#)
[Attachment 1 - Summary of Changes](#)
[Attachment 2 - Draft Vision Statement](#)
[Attachment 3 - Draft Land Use Element](#)
[Attachment 4 - Draft Housing Element](#)
[Attachment 5 - Draft Capital Facilities Element](#)
[Attachment 6 - Revised Zoning Map](#)
[Attachment 7 - Draft Missing Middle Housing Code Amendments](#)

XIV. STAFF REPORTS

XV. COUNCILMEMBER REPORTS & COMMENTS

- A. **ITEM ADDED FOR DISCUSSION ON 9/19:
SOUND CITIES ASSOCIATION COMMITTEE
ASSIGNMENTS**

XVI. ADJOURNMENT

UPCOMING MEETINGS:

- A. September 19, 2022 Special & Regular Meeting - 6 PM
September 26, 2022 Special & Regular Meeting - 6 PM
October 3, 2022 Special Meeting - 7 PM
October 10, 2022 Regular Meeting - 7 PM

City of Kenmore, Washington

National Hispanic and Latino Heritage Month

PROCLAMATION

WHEREAS, in 1968, Hispanic Heritage Month was originally observed as “Hispanic Heritage Week” to celebrate the extensive histories of the American Latino Community and was subsequently changed to a monthlong commemoration in 1988; and

WHEREAS, many Latino Americans trace their roots to the cultures of the indigenous peoples of the Americas-including the Arawak, the Aztecs, the Incas, the Maya, and the Taino. Some trace their roots to the Spanish explorers, or to the Africans who were brought as slaves to the New World; and

WHEREAS, the term Hispanic or Latino (or Latinx) refers to a person’s culture of origin, those who identify having Mexican, Mexican American, Chicano, Puerto Rican, Cuban, or other Hispanic, Latino or Spanish origin; and

WHEREAS, Hispanic and Latin Americans make our Nation more vibrant through a diversity of cultures, languages, and religions. There is no single story of the the Latin or Hispanic experience, but rather a diversity of contributions that enrich America’s culture and society; and

WHEREAS, we celebrate and honor the invaluable contributions the communities have made to the arts, history, law, science and technology, sports, public service, and extensive farming and other physically demanding labor; and

WHEREAS, generations of Latino Americans have served in the America’s Armed Forces to defend liberty and advance democracy around the world; and

WHEREAS, Hispanic and Latino Americans continue to enrich our region’s economy, culture, education, politics, arts, history, literature, science, and technological developments despite institutional and systemic injustices that prevent and limit these achievements and contributions; and

WHEREAS, the Kenmore City Council reaffirmed its commitment to Diversity, Equity, and Inclusion by naming it one of its top three priorities of 2022, and

WHEREAS, the City recognizes that the Hispanic and Latino American community accounts for nearly 9% of Kenmore’s resident population and are therefore an invaluable force in shaping this community and its values; and

WHEREAS, the City of Kenmore affirms that Hispanic and Latino Americans make our city stronger, and our experience in Kenmore more enriching.



NOW, THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September 15 through October 15 as National Hispanic and Latino Heritage Month** in the City of Kenmore and call upon our community to celebrate this month with appropriate programs and activities. **IN WITNESS WHEREOF, signed this 12th day of September 2022.**

Signed: _____
Mayor Nigel Herbig

Attested: _____
City Clerk Anastasiya Warhol

City of Kenmore, Washington

National Recovery Month

PROCLAMATION

WHEREAS, mental health and substance use disorders affect all communities nationwide. The COVID-19 pandemic has had, and continues to have, a profound effect on mental health and substance use, with increasing numbers of people experiencing anxiety, depression and loneliness. The impact of mental health and substance use disorders is apparent in King County with an estimated 575,000 people affected by these conditions. With commitment and support, those impacted can embark on a journey of improved health and overall wellness. **National Recovery Month** is an opportunity to celebrate all people that make the journey of recovery possible and spread the message that people can and do recover, every day; and

WHEREAS, through **Recovery Month**, we are better able to recognize signs of mental health and substance use disorders and people in need of treatment and recovery services learn the benefits of seeking help. Managing the effects of these conditions helps individuals, families, and whole communities thrive; and

WHEREAS, the new 988 system was launched on July 16, 2022, as an alternative to calling 911 when someone needs behavioral health support and call centers in Washington already report a 50% increase in call volume following the launch as more Washingtonians are getting access to counseling and care; and

WHEREAS, the **Recovery Month** observance continues to work to improve the lives of those affected by mental health and substance use disorders by raising awareness and educating communities about effective services that are available. For these reasons, I am asking the citizens of Kenmore to join me in celebrating this September as **National Recovery Month**; and

NOW, THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September** as **National Recovery Month** throughout the City of Kenmore. **IN WITNESS WHEREOF, signed this 12th day of September 2022.**



Signed: _____

Mayor Nigel Herbig

Attested: _____

City Clerk Anastasiya Warhol

City of Kenmore, Washington
Suicide Prevention Awareness Month

PROCLAMATION

WHEREAS, September is recognized around the United States as National Suicide Prevention Month and is intended to help promote awareness of the prevalence of suicide and prevent suicides; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender race, orientation, income level, religion, or background; and

WHEREAS, the unintended outcome of the pandemic has been the loss of human connection and an epidemic of loneliness; and

WHEREAS, hospitals and health professionals indicate that many of Washington's residents are experiencing significant mental and behavioral health crisis because of the ongoing pandemic, which has intensified isolation, difficulty engaging with virtual learning and working, and lack of regular in-person interaction with friends, mentors, and peers; and

WHEREAS, the City of Kenmore wishes to publicly support local educators, mental health professionals, athletic coaches, pack leaders, non-profits, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS, the new 988 system was launched on July 16, 2022, as an alternative to calling 911 when someone needs behavioral health support and call centers in Washington already report a 50% increase in call volume following the launch as more Washingtonians are getting access to counseling and care; and

WHEREAS, the City affirms and supports our local organizations like our partner, National Alliance on Mental Illness (NAMI) Eastside, are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and; and

WHEREAS, We encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.



NOW, THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September** as **Suicide Prevention Month** throughout the City of Kenmore. **IN WITNESS WHEREOF**, signed this 12th day of **September 2022**.

Signed: _____

Mayor Nigel Herbig

Attested: _____

City Clerk Anastasiya Warhol

City of Kenmore, Washington

Falls Prevention Awareness Week

PROCLAMATION

WHEREAS, every person, regardless of their stage in life, deserves wellness and stability;
and

WHEREAS, in Washington State, more than a quarter of Washington residents over age 65 experience a fall; and

WHEREAS, falls are the leading cause of injury death and the most common cause of nonfatal injuries and hospital admissions for trauma among those 65 years old or older; and

WHEREAS, the total number of unintentional fall-related death among Washington residents over age 65 has increased more than 30 percent between 2000 and 2019; and

WHEREAS, in 2019 alone, non-fatal unintentional fall hospitalization costs exceeded 1.1 billion dollars; and

WHEREAS, Washington state has the 18th highest rate of fall-related deaths in the nation for adults age 64 and over; and

WHEREAS, the City of Kenmore wishes to increase public awareness and educate older adults, caregivers, and healthcare providers about risk factors and how to prevent falls; and

WHEREAS, the City supports the National Council on Aging and their Senior Safety (NCOA) recommendations to prevent falls; and

WHEREAS, NCOA's five steps to prevent falls include: Practice a balance or exercise program, talk to your doctor if you've had a fall or are afraid of falling, get your vision and hearing checked annually, keep your home safe, talk with your family and ask for support.

NOW, THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September 18 through September 24 as Falls Prevention Awareness Week** the City of Kenmore and call upon our community to learn the five simple way prevent falls when you age. **IN WITNESS WHEREOF, signed this 12th day of September 2022.**



Signed: _____

Attested: _____

Mayor Nigel Herbig

City Clerk Anastasiya Warhol

**City of Kenmore
City Council Meeting
Special Meeting Minutes
August 19, 2022**

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

PRESENT:

Councilmembers: Mayor Nigel Herbig
Councilmember David Baker
Councilmember Corina Pfeil
Councilmember Debra Srebnik

Staff: City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Finance and Administration Director Leticia Salcido
Human Resources Manager Leonora Palaña
Development Services Director Samantha Loyuk
Executive Assistant Nancy Meehan

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the Special Meeting to order at 12:15 p.m.

AGENDA APPROVAL

The agenda was approved as presented.

CONSENT AGENDA

- A. Approve Minutes:
[City Council June 13, 2022 Special & Regular Meeting Minutes](#)
[City Council July 25, 2022 Special & Regular Meeting Minutes](#)
- B. Approve Total Check #s 50042 through 50146 totaling \$1,228,111.71 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 7/15/22 in the amount totaling \$183,194.73 and ACH Payments to US Bank Purchase Cards in the amount of \$5,778.12, and ACH Payment to KBA Inc. in the amount of \$179,622.01, and ACH Payment to Road Construction NW in the amount of \$18,640.34, and ACH Payment to Thomco Construction in the amount of \$321,151.23, and ACH Payment to WA Federal Bank in the amount of \$20,957.30, and Payroll Check #s 10181-10184 in the amount of \$2751.81, and WA State Dept. of Revenue B&O Taxes in the amount of \$163,201.24.

[Voucher Approval Report Dated 07/25/2022](#)

- C. Approve Total Check #s 50147 through 50246 totaling \$1,389,245.74 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 7/29/22 in the amount totaling \$198,097.57 and ACH Payments to US Bank Bond Service in the amount of \$331,016.95, and ACH Payments to US Bank Purchase Cards in the amount of \$13,653.42, and ACH Payment to Road Construction NW in the amount of \$41,590.26, and an ACH Payment to WA Federal Bank in the amount of \$28,669.44, and Payment to WA State Department of Revenue Bus. License in the amount of \$19, and Payment to WA Sate Department of Revenue B&O Taxes in the amount of \$20,974.46.

[Voucher Approval Report Dated 8/05/2022](#)

- D. Authorize the City Manager to Execute Agreement 22-C2840 in an amount not to exceed \$229,700 for Construction of Drainage Improvements on 64th Ave NE and NE 201st Place

[Agenda Bill - Agreement 22-C2840 Surface Water Small Works Drainage Improvement Project and Stormwater Side Line Repair Program Project](#)

- E. Authorize the Planner Salary Range in the 2022 Salary Plan

[Agenda Bill - Planner Salary Range](#)

MOTION: Councilmember Pfeil moved to approve the consent agenda including items A-E outlined above. Councilmember Baker seconded the motion.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT.

ADJOURNMENT

Mayor Herbig adjourned the meeting at 12:17 p.m.

Nigel Herbig, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

08/06/2022 - 08/19/2022

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

Total Check #s 50247 through 50345: \$892,113.43

Total Payroll/Taxes/Flex Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 08/12/22 \$198,448.18

ACH Payment - Thomco Construction: \$385,568.02

Payroll Check # 10181 \$435.36

Rob Karlinsey Aug 24, 2022
[Rob Karlinsey \(Aug 24, 2022 10:21 PDT\)](#)

City Manager / Date

Leticia Salcido Aug 24, 2022
[Leticia Salcido \(Aug 24, 2022 10:00 PDT\)](#)

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
THOMCO CONSTRUCTION, INC.	1201	08/19/2022	20-C2144 July Juanita Dr. Ped/Bike Construction	385,568.02
AMERICAN GENERAL LIFE GPO/400S	50247	08/12/2022	Life Insurance	250.52
ICMA RETIREMENT C/O ALLFIRST BANK / 109964	50248	08/12/2022	City of Kenmore 401a Loan	21,121.57
ICMA RETIREMENT TRUST 457 / 304745	50249	08/12/2022	ICMA 457 Deferred Comp	6,057.48
ALPHAGRAPHS	50250	08/19/2022	Police Dept. Business Cards	146.47
ALPHAGRAPHS	50251	08/19/2022	Business Cards	296.64
AM TEST, INC	50252	08/19/2022	Swamp Creek June Water Sample Testing	225.00
AM TEST, INC	50253	08/19/2022	Log Boom Park Trends Monitoring	25.00
AM TEST, INC	50254	08/19/2022	Log Boom Park Trends Monitoring	25.00
AURORA RENTS	50256	08/19/2022	Rental Equipment for Pond Dredging	286.74
BCN TELECOM, INC.	50257	08/19/2022	8/15-9/14 City Hall Phone Lines	390.90
BOTHELL KENMORE CHAMBER OF COMMERCE	50258	08/19/2022	July Kenmore Business Alliance Support Svcs	300.00
BOTHELL KENMORE CHAMBER OF COMMERCE	50259	08/19/2022	May Kenmore Business Alliance Support Svcs	300.00
BOTHELL KENMORE CHAMBER OF COMMERCE	50260	08/19/2022	Saturday SummerFest Kenmore Booth Sponsorship	4,000.00
BOTHELL KENMORE CHAMBER OF COMMERCE	50261	08/19/2022	June Kenmore Business Alliance Support Svcs	300.00

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...

BULGER SAFE & LOCK, INC.	50262	08/19/2022	Public Works Keys	70.95
CADMAN MATERIALS, INC.	50263	08/19/2022	Driveway Restoration Materials-Pipe Replacement	1,057.46
CALPORTLAND COMPANY	50264	08/19/2022	Culvert Replacement-Driveway Repair Materials	79.71
CALPORTLAND COMPANY	50265	08/19/2022	Pond Dredging Materials	229.27
CASCADE PEST CONTROL	50266	08/19/2022	Rhododendron Park Rodent Bait Refills	154.58
CBRE, INC. - VALUATION & ADVISORY SERVICES	50267	08/19/2022	ARPA Shell Property Market Rent Study	4,500.00
CECCANTI, INC.	50268	08/19/2022	19-C1977 July W. Sammanish Bridge Construction	221,823.90
COMCAST	50269	08/19/2022	August City Hall & Hangar Internet	2,093.38
COMCAST BUSINESS	50270	08/19/2022	8/14-9/13 City Hall Cable & Internet	154.23
COMCAST BUSINESS	50271	08/19/2022	8/10-9/9 Squire's Landing Internet	71.95
CONSOLIDATED PRESS	50272	08/19/2022	Summer Newsletter Printing	5,171.88
E-SQUARED SYSTEMS, LLC	50273	08/19/2022	Boathouse Manual Pull Station Replacement	667.21
E-SQUARED SYSTEMS, LLC	50274	08/19/2022	Boathouse Fire Alarm Monitoring	198.18
FASTSIGNS	50275	08/19/2022	"Private Property" Sign Fabrication	75.97
FIRE PROTECTION, INC	50276	08/19/2022	City Hall Fire Alarm Service Call	434.90
GEOENGINEERS INC	50277	08/19/2022	Holt Geotech Svcs 6/11-7/15	10,740.64
GRAINGER	50278	08/19/2022	City Hall Fuel Storage Tank	1,477.72
GRAINGER	50279	08/19/2022	Carts for Bridge Celebration	1,518.19
GRAINGER	50280	08/19/2022	Public Works Supplies - Gloves	75.82
GRAINGER	50281	08/19/2022	Recycling Containers for Bridge Celebration	747.31
GRAND EVENT RENTALS	50282	08/19/2022	Stage Draping for Summer Concerts	135.09
HDR ENGINEERING, INC	50283	08/19/2022	16-C1625 5/22-6/25 Juanita Ped/Bike Project	74,314.85
HERRERA ENVIRONMENTAL CONSULTANTS	50284	08/19/2022	22-C2787 July Aquatic Plant Survey	3,828.04
HESTON VISUAL ARTS	50285	08/19/2022	Photography Services	528.99
HESTON VISUAL ARTS	50286	08/19/2022	Photography Services	382.04
HOME DEPOT CREDIT SERVICES	50287	08/19/2022	ROW/Streets/Parks/Hangar Tools/Supplies	1,510.26
HONEY BUCKET	50288	08/19/2022	Logboom Park Temporary Rental	759.90
HONEY BUCKET	50289	08/19/2022	Summer Concert Series Rentals	4,092.00
HORIZON DISTRIBUTORS INC	50290	08/19/2022	SR522 ROW Irrigation Supplies	124.14
HYAS GROUP, LLC	50291	08/19/2022	2/1-7/31/22 457b & 401a Plan Consulting	3,750.00
JASON RICHARD SPERLING	50292	08/19/2022	Pictures for Farmers Market & National Night Out	400.00
JET CITY PRINTING	50293	08/19/2022	Kids Concert/Kenmore Pediatric Dentistry Banner	85.88
KING COUNTY FINANCE	50294	08/19/2022	July Bridge Inspection Services	1,920.66
KING COUNTY FINANCE	50295	08/19/2022	July Road Svcs - Signs/Juanita Ped/Bike	3,583.12

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...

KING COUNTY FINANCE	50296	08/19/2022	July Road Svcs-Signs/Signal Maint./Striping	49,777.16
KING COUNTY FINANCE	50297	08/19/2022	July Material Disposal Fees	105.21
KING COUNTY FINANCE	50298	08/19/2022	July Adult/Juvenile Detention Maint. Fees	225.80
KING COUNTY FINANCE	50299	08/19/2022	2018-2021 Regional Animal Services Reconciliation	28,215.00
KLB CONSTRUCTION, INC.	50300	08/19/2022	20-C2143 68th Ave Ped/Bike Improvements	122,918.23
LAKE DEFENSE FORCE CORP	50301	08/19/2022	22-C2786 Aquatic Weeks - DASH	59,341.00
MERCHANTS 8U BASEBALL CLUB	50302	08/19/2022	Reimbursement-Weather Related Missed FieldTime	66.00
NATIONAL BARRICADE CO., LLC	50303	08/19/2022	SR522 Sign Board Rental	446.51
NORTHSHORE UTILITY DIST	50304	08/19/2022	July Fuel & Fleet Maintenance	7,312.45
NORTHSHORE UTILITY DIST	50305	08/19/2022	5/31-7/31 Irrigation/Parks/Boat Launch	10,532.90
NORTHSHORE UTILITY DIST	50306	08/19/2022	Juanita/163rd New Irrigation 1st Invoice	176.65
OFFICE DEPOT	50307	08/19/2022	Misc. Office Supplies	103.92
OSBORN CONSULTING INC.	50308	08/19/2022	19-C2012 June Survey Request	7,993.86
OSBORN CONSULTING INC.	50309	08/19/2022	19-C2012 July Facility Inspection Report	8,781.66
OSBORN CONSULTING INC.	50310	08/19/2022	19-C2012 July 61st PI NE Slope Assessment	855.89
OSBORN CONSULTING INC.	50311	08/19/2022	19-C2012 July 66th Ave NE Drainage Improvement	1,087.06
PACE ENGINEERS, INC.	50312	08/19/2022	21-C2667 July On-Call Services	6,128.00
PACE ENGINEERS, INC.	50313	08/19/2022	21-C2667 June On-Call Services	6,798.50
PASSPORT TRAVEL AND TOURS	50314	08/19/2022	Councilmember Pfeil NLC Conf. Airfare	442.20
PREMIER MEDIA GROUP	50315	08/19/2022	Advertising for ED/Farmers Market	1,000.00
PUGET SOUND ENERGY	50316	08/19/2022	July Traffic Signals/Street Lights/CH Electricity	24,231.21
QUALITY BUSINESS SYSTEMS / WELLS FARGO	50317	08/19/2022	8/5-9/4 1st Floor Copier Lease	676.14
RED BARN ENGINEERING, INC.	50318	08/19/2022	21-C2666 July On-Call Engineering Svcs	14,430.00
SALCIDO, LETICIA	50319	08/19/2022	Office Supply Reimbursement	80.32
SCORE	50320	08/19/2022	July Inmate Housing/Mental Health/Medical	25,292.16
SNOHOMISH COUNTY	50321	08/19/2022	July Drainage Maintenance Debris Disposal	1,565.00
STAPLES ADVANTAGE	50322	08/19/2022	City Hall & Hangar Maintenance Supplies	310.64
STAPLES ADVANTAGE	50323	08/19/2022	PW Crew Safety Glasses	42.83
STAPLES ADVANTAGE	50324	08/19/2022	Sharps Containers	26.03
STAPLES ADVANTAGE	50325	08/19/2022	Log Boom Park Restroom Signage	32.24
STAPLES ADVANTAGE	50326	08/19/2022	Gloves for Stock	463.86
STAPLES ADVANTAGE	50327	08/19/2022	Parks Maintenance Supplies	96.66
STAPLES ADVANTAGE	50328	08/19/2022	Public Works & Parks Supplies	387.66
STATE AUDITOR'S OFFICE	50329	08/19/2022	May - July Audit Services	5,283.91

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...

SUPERION, LLC	50330	08/19/2022	Trakit 19.3 Upgrade	1,710.00
SUPERION, LLC	50331	08/19/2022	Trakit 19.3 Upgrade	360.00
SUPERION, LLC	50332	08/19/2022	Trakit Additional Licenses	11,010.00
SUPERION, LLC	50333	08/19/2022	Annual Trakit Maintenance Fee	22,969.11
T MOBILE USA, INC.	50334	08/19/2022	Staff Cell Phones & Data Plans	1,239.78
TITAN EARTHWORK, LLC	50335	08/19/2022	21-C2706 July Local Road Safety-Signing Project	1,562.50
TOLO EVENTS LLC	50336	08/19/2022	Final Payment for Bridge Event	46,352.60
U.S. BANK N.A. / CUSTODY	50337	08/19/2022	Q2 2022 Investment Custodial Fees	90.00
ULINE	50338	08/19/2022	Trash Pickers for Bridge Celebration	374.62
UTILITIES UNDERGROUND LOCATION CTR	50339	08/19/2022	July Utility Locates	218.01
VENTILATION POWER CLEANING, INC.	50340	08/19/2022	Catch Basin Cleaning 7/28-7/29	4,140.00
VENTILATION POWER CLEANING, INC.	50341	08/19/2022	Catch Basin Cleaning 8/2	2,790.00
VENTILATION POWER CLEANING, INC.	50342	08/19/2022	Vactor Truck Services 7/27	5,088.75
WAGNER ARCHITECTS	50343	08/19/2022	March-May Public Works Architect Svcs	2,605.00
WAGNER ARCHITECTS	50344	08/19/2022	May-July Public Works Shop Architect Svcs	25,223.00
ZIPLY FIBER	50345	08/19/2022	7/28-8/27 City Hall Phones	669.86
DRS 457	DFT0001358-1359	08/12/2022	DRS 457 Deferred Comp	810.57
AVIDIA HEALTH	DFT0001360	08/12/2022	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001361-1366	08/12/2022	Public Employees Retirement	29,806.35
NAVIA	DFT0001367	08/12/2022	Employee Flexible Spending Account	562.64
BANK OF AMERICA 941	DFT0001368	08/12/2022	Federal Taxes	26,932.11
MISHKOVA, ANNA	10185	08/12/2022	Payroll	435.36
PAYROLL	Electronic Dep.	08/12/2022	Direct Deposit	140,236.51
TOTAL				<u>\$ 1,476,564.99</u>

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2022 - 08/19/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	1336
0022	ASSOCIATION OF WA CITIES	22875
0024	BAKER, DAVID	468.43
0054	BULGER SAFE & LOCK, INC.	70.95
0064	CASCADE PEST CONTROL	1236.64
0067	CENTER FOR HUMAN SERVICES	16650
0076	CITY OF BELLEVUE	79703.84
0081	CITY OF KENMORE	2961.1
0083	CITY OF LAKE FOREST PARK	51948
0092	CODE PUBLISHING COMPANY	480
0099	CONSOLIDATED PRESS	14997.24
0109	DAILY JOURNAL OF COMMERCE	1495
0111	DEPARTMENT OF ECOLOGY	10561
0121	REPUBLIC SERVICES	8275.85
0130	EMPLOYMENT SECURITY DEPARTMENT	17302.16
0137	FERGUSON ENTERPRISES INC #3011	3924.98
0150	GEOENGINEERS INC	45802.56
0151	CALPORTLAND COMPANY	387.5
0169	HERRERA ENVIRONMENTAL CONSULTANTS	13368.65
0173	HOME DEPOT CREDIT SERVICES	4237.76
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	274581.17
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1400
0191	INTERNATIONAL INST OF MUNI CLERKS	215
0197	JET CITY PRINTING	3826.55
0204	KENMORE COMMUNITY CLUB	180
0205	KENMORE HERITAGE SOCIETY	50
0206	KENMORE MIDDLE SCHOOL	5300
0212	KING COUNTY FINANCE W.L.R.D.	13428.37
0213	KING COUNTY ANIMAL SVCS	840
0218	KING COUNTY FINANCE	1847.99
0219	KING COUNTY FINANCE	270358.5
0230	KING COUNTY RADIO COMM SERVICES	601.14
0233	KING COUNTY SHERIFF	1726851.89
0235	KING COUNTY TREASURY	66649.68
0246	LAKE CITY PICTURE FRAMING	288.96
0251	LIGHTHOUSE CONSULTING INC	103985.15
0261	PENDLETON CONSULTING LLC	9635.23
0267	MR. T'S TROPHIES & AWARDS LLC	1063.56
0285	NORTHSHORE FIRE DEPT	4540
0286	NORTHSHORE SCHOOL DISTRICT	350529
0287	NORTHSHORE SENIOR CENTER	28500
0288	NORTHSHORE UTILITY DIST	126931.8
0292	HONEY BUCKET	12671.58
0299	EBIX, INC.	118.38
0300	OFFICE DEPOT	3058.22
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	27655.57
0310	PACIFIC TOPSOILS	6806.72
0311	PARAMETRIX INC	94935.64
0327	PUGET SOUND CLEAN AIR AGENCY	19183
0328	PUGET SOUND ENERGY	240087.61
0345	SEATTLE TIMES	6047.02
0355	STAPLES ADVANTAGE	7241.05

Vendor Purchasing Report

For Date Range 01/01/2022 - 08/19/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0356	STATE AUDITOR'S OFFICE	5283.91
0357	STEWART MACNICHOLS HARMELL, INC.	35000
0359	SOUND CITIES ASSOC	16314.32
0365	TOTAL LANDSCAPE CORP	56652.13
0371	UNITED STATES POSTMASTER	5911.99
0375	US POSTAL SERVICE (HASLER)	4060.98
0385	WA ASSOC OF BUILDING OFFICIALS	1375
0387	WA CITIES INSURANCE AUTHORITY	486509
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	315
0400	WASHINGTON STATE DEPT OF REVENUE	6535.1
0401	WA STATE DEPT OF TRANSPORTATION	16838.1
0405	WASHINGTON STATE OFFICE CASH MGMT	1682.5
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	16480.41
0424	ICMA RETIREMENT TRUST 457 / 304745	138317.54
0425	DRS 457	16134.36
0426	AFLAC	1246.18
0428	BANK OF AMERICA 941	403148.52
0429	AWC EMPLOYEE BENEFIT TRUST	526956.54
0431	DEPARTMENT OF RETIREMENT SYSTEMS	543805.29
0432	DEPARTMENT OF LABOR AND INDUSTRIES	32814.52
0434	UNITED WAY OF KING COUNTY	600
0436	NATIONAL LIFE OF VERMONT	862.19
0441	DANSOUND INC	7047
0448	UPS STORE KENMORE	187.97
0450	AURORA RENTS	2842.11
0484	CITY WIDE FENCE COMPANY, INC	8106.66
0542	AMERICAN SOCIETY OF COMPOSERS	410.64
0550	KING COUNTY RECORDER'S OFFICE	272.5
0558	SNOHOMISH COUNTY	9058
0586	QUADIENT LEASING USA, INC.	1420.28
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	9164.74
0610	WA STATE DEPT OF TRANSPORTATION	964.07
0617	KING COUNTY FINANCE	18892.98
0685	PACE ENGINEERS, INC.	17154
0692	HDR ENGINEERING, INC	486893.48
0696	AMERICAN GENERAL LIFE GPO/400S	2180.56
0764	OUSLEY, NANCY	23.99
0781	QUALITY BUSINESS SYSTEMS INC.	2021.86
0791	NORTHSHORE ROTARY CLUB	600
0817	GRAINGER	5083.44
0851	EVERMARK, LLC	1457.74
0868	JAYMARC AV	378.74
0892	JACOBS ENGINEERING GROUP	67416.75
0898	ZONAR SYSTEMS	731.12
0899	SHRED IT, C/O STERICYCLE, INC>	709.15
0913	KENMORE ELEMENTARY	3750
0937	ZUMAR	1591.69
0981	COMCAST BUSINESS	1839.3
0983	PASSPORT TRAVEL AND TOURS	1364.4
0994	GORDON THOMAS HONEYWELL	30154.52
1003	iWORQ SYSTEMS	2800
1010	WESTLAKE HARDWARE WA-153	1481.04
1034	EMERALD FIRE LLC	705
1045	HORIZON DISTRIBUTORS INC	3644.26
1052	FIRE PROTECTION, INC	11814.74
1053	INTERNATIONAL CODE COUNCIL, INC	600
1068	WA STATE DEPT OF LABOR & INDUSTRIES	230
1123	AM TEST, INC	1325

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...

Vendor Purchasing Report

For Date Range 01/01/2022 - 08/19/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1140	PAWS	1664
1148	AGORA REFRESHMENTS	225.48
1152	WASHINGTON ENERGY SERVICES CO. LLC	285.6
1168	SCHINDLER ELEVATOR CORPORATION	2018.4
1197	MILLER STEPHENS, MARY	8750
1215	STATE OF FLORIDA DISBURSEMENT UNIT	3575
1216	ADVANCE TESTING & SERVICE INC	1842
1226	CONTECH ENGINEERED SOLUTIONS, INC	600
1267	AUTOMATED CONTROLS/ALBIREO ENERGY	5605.79
1277	KING COUNTY FINANCE	8011
1299	VERIZON WIRELESS	567.93
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	10858.47
1326	JOYCE ZIKER PARKINSON	1837.5
1331	KBA INC.	589809.27
1333	WELWEST CONSTRUCTION INC.	10000
1337	STATE OF WA DEPT. OF LICENSING	1.52
1345	SHERWIN WILLIAMS CO. #8099	787.4
1356	KARLINSEY, ROB	3747.33
1358	ALPHAGRAPHICS	1760.9
1359	EVERGREEN FIRE AND SAFETY, INC.	214.14
1383	CHICAGO TITLE	23.16
1385	CITYWORKS/ AZTECA SYSTEMS INC.	36333
1390	UTILITIES UNDERGROUND LOCATION CTR	1897.59
1403	OSBORN CONSULTING INC.	450238.81
1410	SEATTLE & KING COUNTY PUBLIC HEALTH	1262
1425	FASTSIGNS	75.97
1431	BRIEN, GAYLYNN	350
1452	CITY OF KENT	500
1456	HESTON VISUAL ARTS	1467.54
1459	FLEMINGS HOLIDAY LIGHTING LLC	1491.99
1464	ROAD CONSTRUCTION NW, INC.	948754.97
1465	WA TRUST FOR HISTORIC PRESERVATION	75
1478	HERBIG, NIGEL	27.38
1480	VERTICAL VISUAL SOLUTIONS INC.	892.75
1504	SCORE	181538.07
1525	PACIFICA LAW GROUP LLP	13429
1555	LINCOLN NATIONAL LIFE INSURANCE	11041.14
1591	ULINE	900.82
1605	ALL CITY FENCE CO.	11943.98
1629	WESTERN DISPLAY FIREWORKS, LTD.	25000
1661	GARDNER, TELA	443.29
1666	LANDSCAPE FORMS, INC.	5405.91
1673	KPFF CONSULTING ENGINEERS	410914.85
1689	MOTT MACDONALD GROUP, INC.	171909.62
1711	SOFTWAREONE, INC.	13724.9
1712	SITEIMPROVE, INC.	3356.95
1715	THE WIDE FORMAT COMPANY	346.82
1732	PERFORMANCE SYSTEMS INTEGRATION LLC	145.24
1739	FIX AUTO	11045.21
1754	RFI ENTERPRISES INC.	2631.4
1763	REID, JAMES FALCONER	3440
1774	OWEN EQUIPMENT COMPANY	1371.61
1782	SWANK MOTION PICTURES, INC.	500
1786	TYLER TECHNOLOGIES, INC.	20607.88
1798	OLBRECHTS & ASSOCIATES, PLLC	1089
1816	NAVIA	23042.25
1820	PIPER SANDLER	23920
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	5507.03

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...

Vendor Purchasing Report

For Date Range 01/01/2022 - 08/19/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1829	SHI INTERNATIONAL CORP.	350.59
1838	AVIDIA HEALTH	1600
1884	CADMAN MATERIALS, INC.	3113.8
1885	NATIONAL BARRICADE CO., LLC	2271.43
1889	WILLIAMS, KASTNER & GIBBS PLLC	3730
1913	GRAND EVENT RENTALS	9161.07
1930	T MOBILE USA, INC.	8903.6
1932	U.S. BANK N.A. / CUSTODY	216
1936	SUPERION, LLC	43024.11
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	238
1956	GARZA, WILLIAM	148.51
1970	CROSSROAD SIGN	3442.65
1979	MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	3000
1980	HRA VEBE TRUST	39281.88
1993	HYAS GROUP, LLC	7500
1995	REY TRANSLATIONS	250
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50
2001	PETERSEN BROTHERS, INC.	310.99
2004	RED BARN ENGINEERING, INC.	63709.5
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	26952.48
2016	STREETSAVER	1500
2024	DFR LAW GROUP, LLC	600
2027	MERIT HOMES, INC.	34120.4
2047	PUGET SOUND PLANTS	1341.1
2048	SMS CLEANING, INC.	45465
2052	J. A. BRENNAN ASSOCIATES, PLLC	5011.5
2071	GRETTE ASSOCIATES LLC	653
2079	ZESBAUGH, INC.	1844.18
2081	SHANNON & WILSON, INC.	8490
2095	TRANSPO GROUP USA INC.	2368.9
2097	ROBINSON AND NOBLE, INC.	5700
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180
2126	SCHWARZWALTER, MARK	552.85
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	340377.23
2143	ERIK D PLUMBER LLC	522.98
2145	NORTHWEST ELECTRIC AND SOLAR	3347.04
2148	Town and Country Fence Inc.	1640.49
2149	CLIFTON, CURTIS	663.44
2157	SOUND SAFETY PRODUCTS CO.	514.63
2161	BENNETT GOLD, TOBIN	3509.6
2175	ELECTRONIC BUSINESS MACHINES	1247.28
2176	CANON FINANCIAL SERVICES, INC.	1862.56
2183	SISKUN POWER EQUIPMENT	3066.67
2194	CONFLUENCE ENVIRONMENTAL COMPANY	11229.36
2199	HALALILO, PAULA	136
2200	CHASE WALKER	102
2209	MORUP SIGNS, INC.	2009.34
2211	PRECISION FUEL SOLUTIONS	1640.49
2221	O'REILLY/FIRST CALL	175.69
2236	COMCAST	15842.09
2242	MARY'S PLACE	12500
2249	KING COUNTY BAR ASSOCIATION	750
2250	NAMI EASTSIDE	1500
2252	TRUGREEN	2716.71
2254	U.S. BANK PURCHASE CARDS	113040.74
2259	MINUTEMAN PRESS	25484.38
2270	LAKESIDE INDUSTRIES	1007.42
2272	BIELENBERG, TERRI	149.45

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...

Vendor Purchasing Report

For Date Range 01/01/2022 - 08/19/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2285	QUALITY WATER FINANCIAL	1460.72
2304	ESTABROOK, MEGAN	2800
2327	PACIFIC AIR CONTROL, INC.	7696.55
2337	HUANG, ANGELINA	3848.9
2353	NORTHSHORE SCHOOLS FOUNDATION	365108.57
2362	CHASEWEST VENTURES, INC.	15000
2368	JEFF LUKE PHOTOGRAPHY LLC	5364.77
2377	NORTH URBAN HUMAN SVCS ALLIANCE	1000
2379	JENNIFER DIXON	30000
2386	CECCANTI, INC.	2539587.48
2392	DEPARTMENT OF COMMERCE	41907.76
2396	ZIPLY FIBER	5638.43
2402	PACIFIC OFFICE AUTOMATION	552.24
2403	AMERICALL	1098.78
2406	FISCHER, AUSTIN	13.39
2413	ICLEI	1200
2414	GENCAP CONSTRUCTION CORP	55156.02
2425	THOMCO CONSTRUCTION, INC.	2077162.61
2432	RICH MARKETING LLC	500
2434	PSR MECHANICAL, LLC	30574.77
2437	LOUDEDGE, INC.	1350
2459	NELSON ELECTRIC, INC.	410.67
2464	D.P. NICOLI, INC.	166.67
2485	192 BREWING COMPANY	15000
2486	CASCADIA LAW GROUP	27825.75
2489	THE ORIGINAL POOP BAGS	1453.2
2503	NORTH AMERICAN SAFETY, INC.	2349
2507	DIVERSIFIED	10347.96
2511	SALCIDO, LETICIA	80.32
2512	CARAHSOFT TECHNOLOGY CORPORATION	3633.3
2522	TRC ENVIRONMENTAL CORPORATION	9842.16
2523	ALL AROUND FENCE COMPANY	1623.98
2530	CASCADIA CONSULTING GROUP, INC.	33420.62
2531	BCN TELECOM, INC.	3086.97
2537	HUNTINGTON TECHNOLOGY FINANCE	44525.18
2540	CHILD CARE RESOURCES	1125
2543	FOSTER GARVEY PC	69027
2544	ACTION SERVICES CORPORATION	1512
2545	KLB CONSTRUCTION, INC.	4266955.39
2546	1901 WLD KENMORE 68TH LLC	4958.7
2549	DAVID EVANS	226.44
2553	TICOR TITLE	50000
2561	PRR, INC	4763.47
2570	H.D. FOWLER COMPANY	4779.95
2573	WHISTLE WORKWEAR	1535.24
2576	TRADE ROOT MUSIC GROUP LLC	4100
2577	APPLEONE EMPLOYMENT SERVICES	17463.86
2578	CENTRICITY GIS, LLC	9843.75
2579	CHANIN KELLY-RAE CONSULTING LLC	49726.66
2584	AQUALIS	14519.44
2598	WAGNER ARCHITECTS	35698
2599	CEDAR GROVE COMPOSTING, INC.	277.46
2603	COMMERCIAL FENCE CORPORTATION	14588.25
2609	DTG RECYCLE	1279.67
2612	KENMORE WATERFRONT ACTIVITIES CENTER	1921.6
2614	SEATOWN ELECTRIC, PLUMBING, HEATING & AIR	285.6
2617	STRIDER CONSTRUCTION CO., INC.	3993173.98
2618	STEPHANIE LUCASH	1093.16

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...

Vendor Purchasing Report

For Date Range 01/01/2022 - 08/19/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2621	TRACY BANASZYNSKI	47
2622	IMPERIAL NW CONSTRUCTION LLC	462.42
2623	TOLO EVENTS LLC	148788.19
2624	CBRE, INC. - VALUATION & ADVISORY SERVICES	15800
2625	BRIMSTONE FIRE SAFETY MANAGEMENT LLC	769.26
2626	DAVIS HEETER	285.6
2627	BOB'S HEATING & AIR CONDITIONING LLC	444.15
2629	GARRETT OPPENHEIM	539.93
2630	OLD REPUBLIC TITLE	50000
2631	SAM OTIS	240
2632	JULIANA POOLEY	480
2633	MARCO BALLESTEROS	320
2634	JUANITA AGUILAR	480
2635	DAVID G. MOORE	12422
2636	CHRISTINA MARTIN	1100
2637	AISHA JALLOW	240
2638	AMERICAN RED CROSS	3470
2639	GREAT WESTERN RECREATION, LLC	4254.43
2640	OPTICOS DESIGN, INC.	9625.5
2641	VENTILATION POWER CLEANING, INC.	60244.25
2642	WASHINGTON AUDIOLOGY SERVICES, INC.	997.6
2643	OLANA LLC	10000
2644	SOUTHSHORE REHAB PROSTHETICS AND ORTHOTICS	10000
2645	LANN THAI HOUSE LLC	10000
2646	CHRISTINE SUZUKI INSTALLATIONS, INC.	10000
2647	BACKFLOWS NORTHWESTINC.	1871.7
2648	CM HEATING INC.	1618.05
2649	UNIVERSITY OF WASHINGTON	1850
2650	JOHN SUTHERLAND	225.57
2651	TITAN EARTHWORK, LLC	270522.61
2652	DOMANIK MOSES	1500
2653	CERTAPRO PAINTERS	35513.39
2655	RELIABLE TRANSLATIONS, INC.	355.16
2656	WASHINGTON STATE FARMERS MARKET ASSOCIATIOI	150
2657	PRECISION MOLDED PLASTICS, INC.	680.32
2659	RYAN GOTTFREDSON	3500
2660	WASHINGTON FEDERAL BANK	174297.42
2661	JASON RICHARD SPERLING	1760
2662	INTERSTRENGTH INSTITUTE	13110.07
2663	CHRISTIAN W. SMITH	650
2666	Purcell P& C, LLC	8312.55
2667	AMERIZORB	82.01
2668	CORE DESIGN, INC.	16477.97
2669	MIKE FAHMIE	444.15
2671	TOWN & COUNTRY POST FRAME	5578.93
2672	UNITED PLUMBING	2550.45
2673	DANZHI WANG	2242.57
2674	YELEEN PRODUCTION	2800
2675	SPACK SOLUTIONS	1099
2676	PASIFIKA ARTISTS NETWORK LLC	2500
2677	BRETT KEKOA	13.39
2678	NATHAN LOUTSIS	13
2679	LOGAN HUMPHREY	13.39
2680	JOSE NERIO	13.39
2681	MARCELA REY	250
2683	SERA CAHOONE	2750
2684	JAYDEEN ROBINSON	400
2685	CLEARSTREAM RECYCLING, INC	929

Vendor Purchasing Report

For Date Range 01/01/2022 - 08/19/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2686	THE SLOCAN RAMBLERS LTD.	2000
2687	HEDGEROW LLC	7500
2688	BIG BELLY SOLAR LLC	8635.7
2689	NANCY H. STEWART	800
2690	MERCHANTS 8U BASEBALL CLUB	66
2691	E-SQUARED SYSTEMS, LLC	865.39
2692	PREMIER MEDIA GROUP	1000
2693	LAKE DEFENSE FORCE CORP	59341
Vendor Set Vendor Set 01 Total:		25512510.64

XII. B. Approve Total Check #s 50247 through 50345 totaling \$892,113.43 ...










08-19-2022

Final Audit Report

2022-08-24

Created:	2022-08-24
By:	Carla Schnee (cschnee@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbGwaaaAxT2EBsvNaxiuacD1vjEB_iK_D

"08-19-2022" History

-  Document created by Carla Schnee (cschnee@kenmorewa.gov)
2022-08-24 - 4:00:39 PM GMT- IP address: 50.235.209.34
-  Document emailed to Leticia Salcido (lsalcido@kenmorewa.gov) for signature
2022-08-24 - 4:17:20 PM GMT
-  Email viewed by Leticia Salcido (lsalcido@kenmorewa.gov)
2022-08-24 - 4:59:45 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Leticia Salcido (lsalcido@kenmorewa.gov)
Signature Date: 2022-08-24 - 5:00:04 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to rkarlinsey@kenmorewa.gov for signature
2022-08-24 - 5:00:05 PM GMT
-  Email viewed by rkarlinsey@kenmorewa.gov
2022-08-24 - 5:20:50 PM GMT- IP address: 50.235.209.34
-  Signer rkarlinsey@kenmorewa.gov entered name at signing as Rob Karlinsey
2022-08-24 - 5:21:08 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2022-08-24 - 5:21:09 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Agreement completed.
2022-08-24 - 5:21:09 PM GMT



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Voucher Certification and Approval

City of Kenmore

DATE RANGE:

08/20/2022 - 09/02/2022

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

Total Check #s 50346 through 50438: \$830,188.19

Total Payroll/Taxes/Flex Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 08/26/22 \$189,565.04

ACH Payments - U.S. Bank: \$26,793.38

Payroll Check # 10186 \$497.55

Rob Karlinsey
Rob Karlinsey (Sep 2, 2022 08:42 PDT)

Sep 2, 2022

City Manager / Date

Leticia Salcido
Leticia Salcido (Sep 1, 2022 20:11 PDT)

Sep 1, 2022

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
U.S. BANK PURCHASE CARDS	1202	09/02/2022	AWC/Shutterstock/Vcita/Wix.com	302.38
U.S. BANK PURCHASE CARDS	1203	09/02/2022	CH Phones, Training Req, Computer, Zoom	7,165.65
U.S. BANK PURCHASE CARDS	1204	09/02/2022	DXE Medical/Laminator.com/JRW Ent./Costco	8,334.80
U.S. BANK PURCHASE CARDS	1205	09/02/2022	SVABO	220.00
U.S. BANK PURCHASE CARDS	1206	09/02/2022	Userway/Sticker Mule/Facebook	567.40
U.S. BANK PURCHASE CARDS	1207	09/02/2022	Zoom/The Citizen Marriott/Goat Hill Garage	911.79
U.S. BANK PURCHASE CARDS	1208	09/02/2022	Costco/Yummy Food/Pandora/Volgistics/Jessica's	1,206.53
U.S. BANK PURCHASE CARDS	1209	09/02/2022	Holiday Inn Yakima	378.96
U.S. BANK PURCHASE CARDS	1210	09/02/2022	EB Ferries Conf/Omni Hotel/Lyft/Zoom	1,543.28
U.S. BANK PURCHASE CARDS	1211	09/02/2022	HR Membership Dues & Council Travel	750.59
U.S. BANK PURCHASE CARDS	1212	09/02/2022	Computer Supplies, Registration, Membership	1,679.89
U.S. BANK PURCHASE CARDS	1213	09/02/2022	Yummy Food/Jessuca's Janin Sai/Safeway	808.01
U.S. BANK PURCHASE CARDS	1214	09/02/2022	Jimmy Johns/Safeway/Promotions Now	791.44
U.S. BANK PURCHASE CARDS	1215	09/02/2022	JRW Ent/Cedarbrook/2 Masons Supply/1000 Bulbs	2,132.66
AFLAC	50346	08/26/2022	Employee Medical/Disability Plans	209.04

XII. C. Approve Total Check #s 50346 through 50438 totaling \$830,188.19 ...

AWC EMPLOYEE BENEFIT TRUST	50347	08/26/2022	Employee Health Insurance	74,776.26
AWC EMPLOYEE BENEFIT TRUST	50348	08/26/2022	Void	-
AWC EMPLOYEE BENEFIT TRUST	50349	08/26/2022	Void	-
DEPARTMENT OF LABOR AND INDUSTRIES	50350	08/26/2022	City of Kenmore	4,879.81
DEPARTMENT OF LABOR AND INDUSTRIES	50351	08/26/2022	Void	-
EMPLOYMENT SECURITY DEPARTMENT	50352	08/26/2022	Paid Family & Medical Leave	2,304.51
EMPLOYMENT SECURITY DEPARTMENT	50353	08/26/2022	Void	-
ICMA RETIREMENT C/O ALLFIRST BANK / 109964	50354	08/26/2022	City of Kenmore 401a	20,472.94
ICMA RETIREMENT TRUST 457 / 304745	50355	08/26/2022	ICMA 457 Deferred Comp	6,057.48
LINCOLN NATIONAL LIFE INSURANCE	50356	08/26/2022	Life Ins/ADD & LTD	1,572.48
NATIONAL LIFE OF VERMONT	50357	08/26/2022	Life Insurance	123.17
UNITED WAY OF KING COUNTY	50358	08/26/2022	Employee Charitable Contribution	80.00
AMERICALL	50359	09/02/2022	July After Hours Call Out Service	138.66
ASPECT CONSULTING LLC	50360	09/02/2022	Boyd's Dry Cleaner Site Remediation Svcs	680.00
AURORA RENTS	50361	09/02/2022	Rental Equip. - SW WO#9407 Pipe Replacement	543.53
AURORA RENTS	50362	09/02/2022	Rental Equip. - SW WO#9407 Pipe Replacement	277.96
AURORA RENTS	50363	09/02/2022	Rental Equip. - SW WO#9407 Pipe Replacement	1,574.86
AURORA RENTS	50364	09/02/2022	Rental Equip. - SW WO#9407 Pipe Replacement	104.96
AUSTIN'S AWESOME ART	50365	09/02/2022	Digital Images for Climate Action Plan Campaign	400.00
BRIAN VALLENE	50366	09/02/2022	Refund Credi Card Fee	2.68
CALPORTLAND COMPANY	50367	09/02/2022	Gravel for SW WO#9407 Pipe Replacement	388.01
CALPORTLAND COMPANY	50368	09/02/2022	Gravel for SW WO#9407 Pipe Replacement	169.59
CALPORTLAND COMPANY	50369	09/02/2022	Gravel for SW WO#9407 Pipe Replacement	40.01
CANON FINANCIAL SERVICES, INC.	50370	09/02/2022	Aug. 2nd Floor Copier Lease	266.08
CHICAGO TITLE	50371	09/02/2022	Mile Radius Labels for Log Boom Park	6.06
CITY OF BELLEVUE	50372	09/02/2022	2022 Aerial Maps Orthos	8,326.50
D.P. NICOLI, INC.	50373	09/02/2022	Materials for SW WO#9407 Pipe Replacement	1,939.49
DTG RECYCLE	50374	09/02/2022	Disposal of Material - SW WO#9407 Pipe Replace	556.14
EARTHCORPS	50375	09/02/2022	Rhododendron Park Maintenance	1,838.67
FERGUSON ENTERPRISES INC #3011	50376	09/02/2022	Materials for SW WO#9407 Pipe Replacement	770.92
FOSTER GARVEY PC	50377	09/02/2022	July 31st Attorney Svcs - Gen'l Condemnation	110.00
FOSTER GARVEY PC	50378	09/02/2022	July Attorney Svcs - Ben Holt Ind. Property	4,079.00
GARDNER, TELA	50379	09/02/2022	ICC Conference Louisville KY Per Diem	291.00
HONEY BUCKET	50380	09/02/2022	8/11 Fireworks Show @ Log Boom Rentals	765.00

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HONEY BUCKET	50381	09/02/2022	8/22-9/18 Public Works Yard Rental	156.75
INSLEE, BEST, DOEZIE & RYDER, P.S.	50382	09/02/2022	July City Attorney Svcs	37,308.08
J. A. BRENNAN ASSOCIATES, PLLC	50383	09/02/2022	22-C2791 5/28-7/1 Log Boom Interpretive Design	4,784.01
J. A. BRENNAN ASSOCIATES, PLLC	50384	09/02/2022	22-C2791 4/26-5/27 Log Boom Interpretive Design	4,711.00
JASON RICHARD SPERLING	50385	09/02/2022	Pictures for W. Sammamish Bridge Event	400.00
KENMORE MIDDLE SCHOOL	50386	09/02/2022	2nd Quarter Human Svcs Funding	2,650.00
KING COUNTY SHERIFF	50387	09/02/2022	July Police Overtime for Concerts	1,119.63
KING COUNTY SHERIFF	50388	09/02/2022	August Police Services	308,224.92
LOYUK, SAMANTHA	50389	09/02/2022	Pacific NW ISA Conference Per Diem/Mileage	246.37
LUCIA KWONG	50390	09/02/2022	Hangar Reservation Deposit Refund	150.00
MORGAN SOUND INC	50391	09/02/2022	AV Services for Log Boom Fireworks Show	1,565.13
MOTT MACDONALD GROUP, INC.	50392	09/02/2022	17-C1657 April Squire's Water Access Project	16,426.20
MOTT MACDONALD GROUP, INC.	50393	09/02/2022	17-C1656 July Log Boom Water Access Svcs	6,615.77
MOTT MACDONALD GROUP, INC.	50394	09/02/2022	17-C1657 July Squire's Waterfront Access Project	8,150.25
NATIONAL BARRICADE CO., LLC	50395	09/02/2022	Street Signage	1,168.37
NATIONAL BARRICADE CO., LLC	50396	09/02/2022	Street Signage	1,204.76
NORTHSHORE FIRE DEPT	50397	09/02/2022	July Fire Marshal Plan Review	120.00
NORTHSHORE UTILITY DIST	50398	09/02/2022	Void	-
NORTHSHORE UTILITY DIST	50399	09/02/2022	Squire's Side Sewer Connection/Permit	18,751.20
NORTHSHORE UTILITY DIST	50400	09/02/2022	Squire's 1.5" Meter & Connection Charges	12,494.10
NORTHSHORE UTILITY DIST	50401	09/02/2022	Squire's Water Tie-In/Deposit/Inspections/Storz	7,950.97
NORTHSHORE UTILITY DIST	50402	09/02/2022	Squire's Irrigation Meter Connection/Chgs	8,885.00
NORTHWEST ARBORICULTURE LLC	50403	09/02/2022	Emergency Tree Removal @ 61st/193rd	1,203.72
OFFICE DEPOT	50404	09/02/2022	Misc. Office Supplies	159.35
OFFICE DEPOT	50405	09/02/2022	Post It Notes	7.37
OFFICE DEPOT	50406	09/02/2022	Misc. Office Supplies	80.36
OFFICE DEPOT	50407	09/02/2022	Misc. Office Supplies	251.68
OFFICE DEPOT	50408	09/02/2022	Void	-
OFFICE DEPOT	50409	09/02/2022	Misc. Office Supplies	175.13
OFFICE DEPOT	50410	09/02/2022	Printer Ink	67.04
OFFICE DEPOT	50411	09/02/2022	Misc. Office Supplies	40.87
OPTICOS DESIGN, INC.	50412	09/02/2022	Deposit 9/21/22 Karen Parolek Presentation	2,500.00
OSBORN CONSULTING INC.	50413	09/02/2022	19-C2012 May TI' awh-ah-dees Park Svcs	49,095.81
OSBORN CONSULTING INC.	50414	09/02/2022	19-C2019 2/1-5/31 Log Boom Park Services	70,715.56

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PACIFIC AIR CONTROL, INC.	50415	09/02/2022	Facility Maintenance Svcs	138.72
PACIFIC TOPSOILS	50416	09/02/2022	7/26-8/25 Dump Fees & Materials Purchased	2,102.47
PAWS	50417	09/02/2022	July Animal Sheltering Svcs	208.00
PUGET SOUND ENERGY	50418	09/02/2022	7/15-8/15 Gas/Electricity/Traffic Signals/Radar Signs	1,813.12
RED BARN ENGINEERING, INC.	50419	09/02/2022	21-C2666 August On-Call Engineering Svcs	15,504.00
SARAH ROBERTS	50420	09/02/2022	Jan.-July Prosecution & Domestic Violence Svcs	82,316.78
SCORE	50421	09/02/2022	March Booking Fee Reconciliation	35.00
SMS CLEANING, INC.	50422	09/02/2022	City Hall, Hangar & PW Office Cleaning	6,495.00
STAPLES ADVANTAGE	50423	09/02/2022	Office Supplies	69.96
STAPLES ADVANTAGE	50424	09/02/2022	Sponges for City Hall	12.75
STAPLES ADVANTAGE	50425	09/02/2022	Office Supplies	163.45
STAPLES ADVANTAGE	50426	09/02/2022	Soap for Hangar & City Hall	1,070.04
STAPLES ADVANTAGE	50427	09/02/2022	Facility Maintenance & Office Supplies	157.74
STAPLES ADVANTAGE	50428	09/02/2022	City Hall Trash Bags	76.15
STEPHANIE LUCASH	50429	09/02/2022	WCMA Conf. Yakima Per Diem/Mileage	465.25
STEWART MACNICHOLS HARMELL, INC.	50430	09/02/2022	July Public Defense Services	5,000.00
SUPERION, LLC	50431	09/02/2022	Trakit 19.3 Upgrade	180.00
SUPERION, LLC	50432	09/02/2022	Trakit 19.3 Upgrade	180.00
THE LODGE AT ST. EDWARD PARK	50433	09/02/2022	Concert Series Band Member Hotel Rooms	2,014.88
TOTAL LANDSCAPE CORP	50434	09/02/2022	July NS Summit, Squire's & Moorlands Landscaping	4,514.10
TOTAL LANDSCAPE CORP	50435	09/02/2022	City Hall & Parks Landscaping	5,030.02
WA STATE DEPT OF TRANSPORTATION	50436	09/02/2022	July 68th (175th & 181st) Traffic Signal Maint.	964.49
WESTLAKE HARDWARE WA-153	50437	09/02/2022	Public Works Supplies & Equipment	399.06
ZIPLY FIBER	50438	09/02/2022	8/19-9/18 Public Works Office Internet	153.00
DRS 457	DFT0001373-137	08/26/2022	DRS 457 Deferred Comp	810.57
AVIDIA HEALTH	DFT0001375	08/26/2022	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001376-138	08/26/2022	Public Employees Retirement	29,276.05
NAVIA	DFT0001383	08/26/2022	Employee Flexible Spending Account	562.64
BANK OF AMERICA 941	DFT0001384	08/26/2022	Federal Taxes	24,827.95
KANG, MICHELLE	10186	8/26/2022	Payroll	497.55
PAYROLL	Electronic Dep.	8/26/2022	Direct Deposit	133,987.83
TOTAL				<u>\$ 1,047,044.16</u>

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City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2022 - 09/02/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	1336
0022	ASSOCIATION OF WA CITIES	22875
0024	BAKER, DAVID	468.43
0054	BULGER SAFE & LOCK, INC.	70.95
0064	CASCADE PEST CONTROL	1236.64
0067	CENTER FOR HUMAN SERVICES	16650
0076	CITY OF BELLEVUE	88030.34
0081	CITY OF KENMORE	2961.1
0083	CITY OF LAKE FOREST PARK	51948
0092	CODE PUBLISHING COMPANY	480
0099	CONSOLIDATED PRESS	14997.24
0109	DAILY JOURNAL OF COMMERCE	1495
0111	DEPARTMENT OF ECOLOGY	10561
0121	REPUBLIC SERVICES	8275.85
0130	EMPLOYMENT SECURITY DEPARTMENT	19606.67
0137	FERGUSON ENTERPRISES INC #3011	4695.9
0150	GEOENGINEERS INC	45802.56
0151	CALPORTLAND COMPANY	985.11
0169	HERRERA ENVIRONMENTAL CONSULTANTS	13368.65
0173	HOME DEPOT CREDIT SERVICES	4237.76
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	311889.25
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1400
0191	INTERNATIONAL INST OF MUNI CLERKS	215
0197	JET CITY PRINTING	3826.55
0204	KENMORE COMMUNITY CLUB	180
0205	KENMORE HERITAGE SOCIETY	50
0206	KENMORE MIDDLE SCHOOL	7950
0212	KING COUNTY FINANCE W.L.R.D.	13428.37
0213	KING COUNTY ANIMAL SVCS	840
0218	KING COUNTY FINANCE	1847.99
0219	KING COUNTY FINANCE	270358.5
0230	KING COUNTY RADIO COMM SERVICES	601.14
0233	KING COUNTY SHERIFF	2036196.44
0235	KING COUNTY TREASURY	66649.68
0246	LAKE CITY PICTURE FRAMING	288.96
0251	LIGHTHOUSE CONSULTING INC	103985.15
0261	PENDLETON CONSULTING LLC	9635.23
0265	MORGAN SOUND INC	1565.13
0267	MR. T'S TROPHIES & AWARDS LLC	1063.56
0285	NORTHSHORE FIRE DEPT	4660
0286	NORTHSHORE SCHOOL DISTRICT	350529
0287	NORTHSHORE SENIOR CENTER	28500
0288	NORTHSHORE UTILITY DIST	175013.07
0292	HONEY BUCKET	13593.33
0299	EBIX, INC.	118.38
0300	OFFICE DEPOT	3840.02
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	27655.57
0310	PACIFIC TOPSOILS	8909.19
0311	PARAMETRIX INC	94935.64
0327	PUGET SOUND CLEAN AIR AGENCY	19183
0328	PUGET SOUND ENERGY	241900.73
0345	SEATTLE TIMES	6047.02

Vendor Purchasing Report

For Date Range 01/01/2022 - 09/02/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0355	STAPLES ADVANTAGE	8791.14
0356	STATE AUDITOR'S OFFICE	5283.91
0357	STEWART MACNICHOLS HARMELL, INC.	40000
0359	SOUND CITIES ASSOC	16314.32
0365	TOTAL LANDSCAPE CORP	66196.25
0371	UNITED STATES POSTMASTER	5911.99
0375	US POSTAL SERVICE (HASLER)	4060.98
0385	WA ASSOC OF BUILDING OFFICIALS	1375
0387	WA CITIES INSURANCE AUTHORITY	486509
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	315
0400	WASHINGTON STATE DEPT OF REVENUE	6535.1
0401	WA STATE DEPT OF TRANSPORTATION	17802.59
0405	WASHINGTON STATE OFFICE CASH MGMT	1682.5
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	16480.41
0424	ICMA RETIREMENT TRUST 457 / 304745	144375.02
0425	DRS 457	16944.93
0426	AFLAC	1455.22
0428	BANK OF AMERICA 941	427976.47
0429	AWC EMPLOYEE BENEFIT TRUST	601732.8
0431	DEPARTMENT OF RETIREMENT SYSTEMS	573081.34
0432	DEPARTMENT OF LABOR AND INDUSTRIES	37694.33
0434	UNITED WAY OF KING COUNTY	680
0436	NATIONAL LIFE OF VERMONT	985.36
0441	DANSOUND INC	7047
0448	UPS STORE KENMORE	187.97
0450	AURORA RENTS	5343.42
0484	CITY WIDE FENCE COMPANY, INC	8106.66
0542	AMERICAN SOCIETY OF COMPOSERS	410.64
0550	KING COUNTY RECORDER'S OFFICE	272.5
0558	SNOHOMISH COUNTY	9058
0586	QUADIENT LEASING USA, INC.	1420.28
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	9164.74
0610	WA STATE DEPT OF TRANSPORTATION	964.07
0617	KING COUNTY FINANCE	18892.98
0685	PACE ENGINEERS, INC.	17154
0692	HDR ENGINEERING, INC	486893.48
0696	AMERICAN GENERAL LIFE GPO/400S	2180.56
0764	OUSLEY, NANCY	23.99
0781	QUALITY BUSINESS SYSTEMS INC.	2021.86
0791	NORTHSHORE ROTARY CLUB	600
0817	GRAINGER	5083.44
0851	EVERMARK, LLC	1457.74
0868	JAYMARC AV	378.74
0892	JACOBS ENGINEERING GROUP	67416.75
0898	ZONAR SYSTEMS	731.12
0899	SHRED IT, C/O STERICYCLE, INC>	709.15
0913	KENMORE ELEMENTARY	3750
0937	ZUMAR	1591.69
0981	COMCAST BUSINESS	1839.3
0983	PASSPORT TRAVEL AND TOURS	1364.4
0994	GORDON THOMAS HONEYWELL	30154.52
1003	iWORQ SYSTEMS	2800
1010	WESTLAKE HARDWARE WA-153	1880.1
1034	EMERALD FIRE LLC	705
1045	HORIZON DISTRIBUTORS INC	3644.26
1047	SARAH ROBERTS	82316.78
1052	FIRE PROTECTION, INC	11814.74
1053	INTERNATIONAL CODE COUNCIL, INC	600

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Vendor Purchasing Report

For Date Range 01/01/2022 - 09/02/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1068	WA STATE DEPT OF LABOR & INDUSTRIES	230
1123	AM TEST, INC	1325
1140	PAWS	1872
1148	AGORA REFRESHMENTS	225.48
1152	WASHINGTON ENERGY SERVICES CO. LLC	285.6
1168	SCHINDLER ELEVATOR CORPORATION	2018.4
1197	MILLER STEPHENS, MARY	8750
1215	STATE OF FLORIDA DISBURSEMENT UNIT	3575
1216	ADVANCE TESTING & SERVICE INC	1842
1226	CONTECH ENGINEERED SOLUTIONS, INC	600
1267	AUTOMATED CONTROLS/ALBIREO ENERGY	5605.79
1277	KING COUNTY FINANCE	8011
1299	VERIZON WIRELESS	567.93
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	10858.47
1326	JOYCE ZIKER PARKINSON	1837.5
1331	KBA INC.	589809.27
1333	WELWEST CONSTRUCTION INC.	10000
1337	STATE OF WA DEPT. OF LICENSING	1.52
1345	SHERWIN WILLIAMS CO. #8099	787.4
1356	KARLINSEY, ROB	3747.33
1358	ALPHAGRAPHS	1760.9
1359	EVERGREEN FIRE AND SAFETY, INC.	214.14
1383	CHICAGO TITLE	29.22
1385	CITYWORKS/ AZTECA SYSTEMS INC.	36333
1390	UTILITIES UNDERGROUND LOCATION CTR	1897.59
1403	OSBORN CONSULTING INC.	570050.18
1410	SEATTLE & KING COUNTY PUBLIC HEALTH	1262
1425	FASTSIGNS	75.97
1431	BRIEN, GAYLYNN	350
1452	CITY OF KENT	500
1456	HESTON VISUAL ARTS	1467.54
1459	FLEMINGS HOLIDAY LIGHTING LLC	1491.99
1464	ROAD CONSTRUCTION NW, INC.	948754.97
1465	WA TRUST FOR HISTORIC PRESERVATION	75
1478	HERBIG, NIGEL	27.38
1480	VERTICAL VISUAL SOLUTIONS INC.	892.75
1504	SCORE	181573.07
1525	PACIFICA LAW GROUP LLP	13429
1547	LOYUK, SAMANTHA	246.37
1555	LINCOLN NATIONAL LIFE INSURANCE	12613.62
1591	ULINE	900.82
1605	ALL CITY FENCE CO.	11943.98
1629	WESTERN DISPLAY FIREWORKS, LTD.	25000
1661	GARDNER, TELA	734.29
1666	LANDSCAPE FORMS, INC.	5405.91
1673	KPFF CONSULTING ENGINEERS	410914.85
1689	MOTT MACDONALD GROUP, INC.	203101.84
1711	SOFTWAREONE, INC.	13724.9
1712	SITEIMPROVE, INC.	3356.95
1715	THE WIDE FORMAT COMPANY	346.82
1731	NORTHWEST ARBORICULTURE LLC	1203.72
1732	PERFORMANCE SYSTEMS INTEGRATION LLC	145.24
1739	FIX AUTO	11045.21
1754	RFI ENTERPRISES INC.	2631.4
1763	REID, JAMES FALCONER	3440
1774	OWEN EQUIPMENT COMPANY	1371.61
1782	SWANK MOTION PICTURES, INC.	500
1786	TYLER TECHNOLOGIES, INC.	20607.88

Vendor Purchasing Report

For Date Range 01/01/2022 - 09/02/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1798	OLBRECHTS & ASSOCIATES, PLLC	1089
1816	NAVIA	23604.89
1820	PIPER SANDLER	23920
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	5507.03
1829	SHI INTERNATIONAL CORP.	350.59
1838	AVIDIA HEALTH	1700
1884	CADMAN MATERIALS, INC.	3113.8
1885	NATIONAL BARRICADE CO., LLC	4644.56
1889	WILLIAMS, KASTNER & GIBBS PLLC	3730
1900	ASPECT CONSULTING LLC	680
1913	GRAND EVENT RENTALS	9161.07
1930	T MOBILE USA, INC.	8903.6
1932	U.S. BANK N.A. / CUSTODY	216
1936	SUPERION, LLC	43384.11
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	238
1956	GARZA, WILLIAM	148.51
1970	CROSSROAD SIGN	3442.65
1979	MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	3000
1980	HRA VEBa TRUST	39281.88
1993	HYAS GROUP, LLC	7500
1995	REY TRANSLATIONS	250
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50
2001	PETERSEN BROTHERS, INC.	310.99
2004	RED BARN ENGINEERING, INC.	79213.5
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	26952.48
2016	STREETSAVER	1500
2024	DFR LAW GROUP, LLC	600
2027	MERIT HOMES, INC.	34120.4
2047	PUGET SOUND PLANTS	1341.1
2048	SMS CLEANING, INC.	51960
2052	J. A. BRENNAN ASSOCIATES, PLLC	14506.51
2071	GRETTE ASSOCIATES LLC	653
2079	ZESBAUGH, INC.	1844.18
2081	SHANNON & WILSON, INC.	8490
2095	TRANSPO GROUP USA INC.	2368.9
2097	ROBINSON AND NOBLE, INC.	5700
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180
2126	SCHWARZWALTER, MARK	552.85
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	360850.17
2143	ERIK D PLUMBER LLC	522.98
2145	NORTHWEST ELECTRIC AND SOLAR	3347.04
2148	Town and Country Fence Inc.	1640.49
2149	CLIFTON, CURTIS	663.44
2157	SOUND SAFETY PRODUCTS CO.	514.63
2161	BENNETT GOLD, TOBIN	3509.6
2175	ELECTRONIC BUSINESS MACHINES	1247.28
2176	CANON FINANCIAL SERVICES, INC.	2128.64
2183	SISKUN POWER EQUIPMENT	3066.67
2194	CONFLUENCE ENVIRONMENTAL COMPANY	11229.36
2199	HALALILO, PAULA	136
2200	CHASE WALKER	102
2209	MORUP SIGNS, INC.	2009.34
2211	PRECISION FUEL SOLUTIONS	1640.49
2221	O'REILLY/FIRST CALL	175.69
2227	EARTHCORPS	1838.67
2236	COMCAST	15842.09
2242	MARY'S PLACE	12500
2249	KING COUNTY BAR ASSOCIATION	750

Vendor Purchasing Report

For Date Range 01/01/2022 - 09/02/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2250	NAMI EASTSIDE	1500
2252	TRUGREEN	2716.71
2254	U.S. BANK PURCHASE CARDS	139834.12
2259	MINUTEMAN PRESS	25484.38
2270	LAKESIDE INDUSTRIES	1007.42
2272	BIELENBERG, TERRI	149.45
2285	QUALITY WATER FINANCIAL	1460.72
2304	ESTABROOK, MEGAN	2800
2327	PACIFIC AIR CONTROL, INC.	7835.27
2337	HUANG, ANGELINA	3848.9
2353	NORTHSHORE SCHOOLS FOUNDATION	365108.57
2362	CHASEWEST VENTURES, INC.	15000
2368	JEFF LUKE PHOTOGRAPHY LLC	5364.77
2377	NORTH URBAN HUMAN SVCS ALLIANCE	1000
2379	JENNIFER DIXON	67336.19
2386	CECCANTI, INC.	2539587.48
2392	DEPARTMENT OF COMMERCE	41907.76
2396	ZIPLY FIBER	5791.43
2402	PACIFIC OFFICE AUTOMATION	552.24
2403	AMERICALL	1237.44
2406	FISCHER, AUSTIN	13.39
2413	ICLEI	1200
2414	GENCAP CONSTRUCTION CORP	55156.02
2425	THOMCO CONSTRUCTION, INC.	2077162.61
2432	RICH MARKETING LLC	500
2434	PSR MECHANICAL, LLC	30574.77
2437	LOUDEDGE, INC.	1350
2459	NELSON ELECTRIC, INC.	410.67
2464	D.P. NICOLI, INC.	2106.16
2485	192 BREWING COMPANY	15000
2486	CASCADIA LAW GROUP	27825.75
2489	THE ORIGINAL POOP BAGS	1453.2
2503	NORTH AMERICAN SAFETY, INC.	2349
2507	DIVERSIFIED	10347.96
2511	SALCIDO, LETICIA	80.32
2512	CARASOFT TECHNOLOGY CORPORATION	3633.3
2522	TRC ENVIRONMENTAL CORPORATION	9842.16
2523	ALL AROUND FENCE COMPANY	1623.98
2530	CASCADIA CONSULTING GROUP, INC.	33420.62
2531	BCN TELECOM, INC.	3086.97
2537	HUNTINGTON TECHNOLOGY FINANCE	44525.18
2540	CHILD CARE RESOURCES	1125
2543	FOSTER GARVEY PC	73216
2544	ACTION SERVICES CORPORATION	1512
2545	KLB CONSTRUCTION, INC.	4266955.39
2546	1901 WLD KENMORE 68TH LLC	4958.7
2549	DAVID EVANS	226.44
2553	TICOR TITLE	50000
2561	PRR, INC	4763.47
2570	H.D. FOWLER COMPANY	4779.95
2573	WHISTLE WORKWEAR	1535.24
2576	TRADE ROOT MUSIC GROUP LLC	4100
2577	APPLEONE EMPLOYMENT SERVICES	17463.86
2578	CENTRICITY GIS, LLC	9843.75
2579	CHANIN KELLY-RAE CONSULTING LLC	49726.66
2584	AQUALIS	14519.44
2598	WAGNER ARCHITECTS	35698
2599	CEDAR GROVE COMPOSTING, INC.	277.46

XII. C. Approve Total Check #s 50346 through 50438 totaling \$830,188.19 ...

Vendor Purchasing Report

For Date Range 01/01/2022 - 09/02/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2603	COMMERCIAL FENCE CORPORTATION	14588.25
2609	DTG RECYCLE	1835.81
2612	KENMORE WATERFRONT ACTIVITIES CENTER	1921.6
2614	SEATOWN ELECTRIC, PLUMBING, HEATING & AIR	285.6
2617	STRIDER CONSTRUCTION CO., INC.	3993173.98
2618	STEPHANIE LUCASH	1558.41
2621	TRACY BANASZYNSKI	47
2622	IMPERIAL NW CONSTRUCTION LLC	462.42
2623	TOLO EVENTS LLC	148788.19
2624	CBRE, INC. - VALUATION & ADVISORY SERVICES	15800
2625	BRIMSTONE FIRE SAFETY MANAGEMENT LLC	769.26
2626	DAVIS HEETER	285.6
2627	BOB'S HEATING & AIR CONDITIONING LLC	444.15
2629	GARRETT OPPENHEIM	539.93
2630	OLD REPUBLIC TITLE	50000
2631	SAM OTIS	240
2632	JULIANA POOLEY	480
2633	MARCO BALLESTEROS	320
2634	JUANITA AGUILAR	480
2635	DAVID G. MOORE	12422
2636	CHRISTINA MARTIN	1100
2637	AISHA JALLOW	240
2638	AMERICAN RED CROSS	3470
2639	GREAT WESTERN RECREATION, LLC	4254.43
2640	OPTICOS DESIGN, INC.	12125.5
2641	VENTILATION POWER CLEANING, INC.	60244.25
2642	WASHINGTON AUDIOLOGY SERVICES, INC.	997.6
2643	OLANA LLC	10000
2644	SOUTHSHORE REHAB PROSTHETICS AND ORTHOTICS	10000
2645	LANN THAI HOUSE LLC	10000
2646	CHRISTINE SUZUKI INSTALLATIONS, INC.	10000
2647	BACKFLOWS NORTHWESTINC.	1871.7
2648	CM HEATING INC.	1618.05
2649	UNIVERSITY OF WASHINGTON	1850
2650	JOHN SUTHERLAND	225.57
2651	TITAN EARTHWORK, LLC	270522.61
2652	DOMANIK MOSES	1500
2653	CERTAPRO PAINTERS	35513.39
2655	RELIABLE TRANSLATIONS, INC.	355.16
2656	WASHINGTON STATE FARMERS MARKET ASSOCIATIOI	150
2657	PRECISION MOLDED PLASTICS, INC.	680.32
2659	RYAN GOTTFREDSON	3500
2660	WASHINGTON FEDERAL BANK	174297.42
2661	JASON RICHARD SPERLING	2160
2662	INTERSTRENGTH INSTITUTE	13110.07
2663	CHRISTIAN W. SMITH	650
2666	Purcell P & C, LLC	8312.55
2667	AMERIZORB	82.01
2668	CORE DESIGN, INC.	16477.97
2669	MIKE FAHMIE	444.15
2671	TOWN & COUNTRY POST FRAME	5578.93
2672	UNITED PLUMBING	2550.45
2673	DANZHI WANG	2242.57
2674	YELEEN PRODUCTION	2800
2675	SPACK SOLUTIONS	1099
2676	PASIFIKA ARTISTS NETWORK LLC	2500
2677	BRETT KEKOA	13.39
2678	NATHAN LOUISIS	13

XII. C. Approve Total Check #s 50346 through 50438 totaling \$830,188.19 ...

Vendor Purchasing Report

For Date Range 01/01/2022 - 09/02/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2679	LOGAN HUMPHREY	13.39
2680	JOSE NERIO	13.39
2681	MARCELA REY	250
2683	SERA CAHOONE	2750
2684	JAYDEEN ROBINSON	400
2685	CLEARSTREAM RECYCLING, INC	929
2686	THE SLOCAN RAMBLERS LTD.	2000
2687	HEDGEROW LLC	7500
2688	BIG BELLY SOLAR LLC	8635.7
2689	NANCY H. STEWART	800
2690	MERCHANTS 8U BASEBALL CLUB	66
2691	E-SQUARED SYSTEMS, LLC	865.39
2692	PREMIER MEDIA GROUP	1000
2693	LAKE DEFENSE FORCE CORP	59341
2694	BRIAN VALLENE	2.68
2695	AUSTIN'S AWESOME ART	400
2696	LUCIA KWONG	150
2697	THE LODGE AT ST. EDWARD PARK	2014.88
Vendor Set Vendor Set 01 Total:		26462405.61










09-02-2022

Final Audit Report

2022-09-02

Created:	2022-09-02
By:	Carla Schnee (cschnee@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAfcJMHjHyz3d616dp8uiHSyhShGA2y4gH

"09-02-2022" History

-  Document created by Carla Schnee (cschnee@kenmorewa.gov)
2022-09-02 - 1:04:44 AM GMT- IP address: 50.235.209.34
-  Document emailed to Leticia Salcido (lsalcido@kenmorewa.gov) for signature
2022-09-02 - 1:06:59 AM GMT
-  Email viewed by Leticia Salcido (lsalcido@kenmorewa.gov)
2022-09-02 - 3:11:23 AM GMT- IP address: 50.235.209.34
-  Document e-signed by Leticia Salcido (lsalcido@kenmorewa.gov)
Signature Date: 2022-09-02 - 3:11:51 AM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to rkarlinsey@kenmorewa.gov for signature
2022-09-02 - 3:11:53 AM GMT
-  Email viewed by rkarlinsey@kenmorewa.gov
2022-09-02 - 3:39:56 PM GMT- IP address: 50.235.209.34
-  Signer rkarlinsey@kenmorewa.gov entered name at signing as Rob Karlinsey
2022-09-02 - 3:41:58 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2022-09-02 - 3:42:00 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Agreement completed.
2022-09-02 - 3:42:00 PM GMT



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City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic:</p> <p>SCORE Jail Interlocal Agreement Amendments</p> <p>Proposed Council Action/Motion:</p> <p>Ratify the City Manager signing and executing the <i>Amendment to Interlocal Agreement for Inmate Housing</i> and the <i>Amendment to Original Agreement for Inmate Housing</i> with SCORE</p>	<p>For Council Meeting Agenda of: September 12, 2022</p> <p>Department: Prepared by: Brandon Moen, Police Chief</p> <table border="0" style="width: 100%;"> <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;">BM</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</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK</td></tr> </table> <p>Exhibits/Attachments:</p> <ul style="list-style-type: none"> -Amendment to Interlocal Agreement for Inmate Housing -Amendment to Original Agreement for Inmate Housing 		<u>Initial & Date</u>	Approved by Department Head:	BM	Approved by City Attorney:	N/A	Approved by Finance Director:	LS	Approved by City Manager:	RK
	<u>Initial & Date</u>										
Approved by Department Head:	BM										
Approved by City Attorney:	N/A										
Approved by Finance Director:	LS										
Approved by City Manager:	RK										
<p><u>INFORMATION/BACKGROUND:</u></p> <p>The City of Kenmore continues to contract with the South Correctional Entity (SCORE) for the housing of persons incarcerated for misdemeanor Kenmore cases. SCORE provides a number of services as part of this agreement beyond housing inmates, including medical and mental health care services, transportation, and coordination with the King County District Court for scheduled court appearances. The overwhelming majority of Kenmore misdemeanant inmates are booked into the SCORE facility.</p> <p>Attached are the two amendments to the existing interlocal agreement. The first amendment clarifies release procedures for SCORE in a rare scenario involving probable cause hearings, and takes effect immediately. The second amendment alters the costs for housing and related costs, and becomes effective on 1/1/2023.</p>											
<p><u>FISCAL CONSIDERATION:</u></p> <p>The rate increases noted in the amendment were disclosed in advance by SCORE, and are already being accounted for in the current budget process.</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u></p> <p>The housing of inmates at SCORE aligns with the council goal of enhancing public safety, by providing secure, high quality jail services.</p>											

AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated 8-1, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and CITY OF KENMORE a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated 10-26-21, as previously amended (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

WHEREAS, the Parties now desire to amend and restate the Original Agreement (as amended by this Amendment, the "Agreement") with regard to terms related to release of inmates who have not had a probable cause determination as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Release Provisions.** Section 5(E) (Transportation, Booking, Classification, Discipline and Release Procedures) of the Original Agreement is hereby amended and restated as follows:

...

E. **Release.** Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees for transportation outside of King County, if any, are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

(2) **Amendment to Hold Harmless, Defense, and Indemnification Provisions.** Section 16 (Hold Harmless, Defense and Indemnification) of the Original Agreement is hereby amended and restated as follows:

Section 16. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

Section 3. Entire Agreement. Except as hereby amended and restated by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 4. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 6. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Devon Schrum
Signature

Devon Schrum, Executive Director
Printed Name – Title

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum
Title: Executive Director

Rob Karlinsey
Rob Karlinsey (Aug 2, 2022 08:12 PDT)

Signature

ROB KARLINSEY - CITY MANAGER
Printed Name – Title

ATTEST:
[Signature]

NOTICE ADDRESS:

CITY OF KENMORE
18120 68TH AVE NE
KENMORE, WA 98028

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name: BRANDON MOEN
Title: POLICE CHIEF

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services)

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated 8/1, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and CITY OF KENMORE, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated 10-26-21, as amended and as may be further amended from time to time (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the "Agreement") with regard to fees and charges for such services as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$138.43	No. of Beds: <u>2</u>
General Population – Non-Guaranteed Beds	\$199.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

<u>Booking Fee</u>	\$50.00
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<u>Transport/Security Fee</u>	\$75.00/hr
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

20817 17th Avenue South, Des Moines, Washington 98198

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2023 at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Devon Schrum
Signature

Rob Karlinsey
Rob Karlinsey (Aug 2, 2022 08:12 PDT)

Signature

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

CITY OF KENMORE
18120 68TH AVE NE
KENMORE, WA 98028

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum
Title: Executive Director

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name: BRANDON MOEN
Title: POLICE CHIEF



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

<p>Subject/Topic:</p> <p>SCORE Jail Interlocal Agreement Amendments</p> <p>Proposed Council Action/Motion:</p> <p>Ratify the City Manager signing and executing the <i>Amendment to Interlocal Agreement for Inmate Housing</i> and the <i>Amendment to Original Agreement for Inmate Housing</i> with SCORE</p>	<p>For Council Meeting Agenda of: September 12, 2022</p> <p>Department: Prepared by: Brandon Moen, Police Chief</p> <table border="0"> <tr> <td></td><td align="right"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td align="right">BM</td></tr> <tr> <td>Approved by City Attorney:</td><td align="right">N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td align="right">LS</td></tr> <tr> <td>Approved by City Manager:</td><td align="right">RK</td></tr> </table> <p>Exhibits/Attachments:</p> <ul style="list-style-type: none"> -Amendment to Interlocal Agreement for Inmate Housing -Amendment to Original Agreement for Inmate Housing 		<u>Initial & Date</u>	Approved by Department Head:	BM	Approved by City Attorney:	N/A	Approved by Finance Director:	LS	Approved by City Manager:	RK
	<u>Initial & Date</u>										
Approved by Department Head:	BM										
Approved by City Attorney:	N/A										
Approved by Finance Director:	LS										
Approved by City Manager:	RK										
<p><u>INFORMATION/BACKGROUND:</u></p> <p>The City of Kenmore continues to contract with the South Correctional Entity (SCORE) for the housing of persons incarcerated for misdemeanor Kenmore cases. SCORE provides a number of services as part of this agreement beyond housing inmates, including medical and mental health care services, transportation, and coordination with the King County District Court for scheduled court appearances. The overwhelming majority of Kenmore misdemeanant inmates are booked into the SCORE facility.</p> <p>Attached are the two amendments to the existing interlocal agreement. The first amendment clarifies release procedures for SCORE in a rare scenario involving probable cause hearings, and takes effect immediately. The second amendment alters the costs for housing and related costs, and becomes effective on 1/1/2023.</p>											
<p><u>FISCAL CONSIDERATION:</u></p> <p>The rate increases noted in the amendment were disclosed in advance by SCORE, and are already being accounted for in the current budget process.</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u></p> <p>The housing of inmates at SCORE aligns with the council goal of enhancing public safety, by providing secure, high quality jail services.</p>											



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic:</p> <p>Approve Opioid Distributors Washington Settlement</p> <p>Proposed Council Action/Motion:</p> <p>Move to approve: 1) the Opioid Settlement Participation Form entitled, "Exhibit F Subdivision Settlement Participation Form, and 2) the Allocation Agreement Governing the Allocation of Funds Paid By the Settling Opioid Distributors in Washington State (August 8, 2022) and authorize the City Manager to execute said documents and take all steps necessary for Kenmore to join the Washington Settlement with Opioid Distributors.</p>	<p>For Council Meeting Agenda of: September 12, 2022</p> <p>Department: City Attorney's Office</p> <p><u>Initial & Date</u></p> <p>Approved by City Attorney: 8/24/22</p> <p>Approved by Finance Director: LS 9/1/22</p> <p>Approved by City Manager: RK 8/31/22</p> <p>Attached:</p> <ol style="list-style-type: none"> 1. One Washington Memorandum of Understanding between the Washington Municipalities 2. Participation Form 3. Allocation Agreement 4. List of Opioid Remediation Uses
<p>Background:</p> <p>Kenmore, along with other local governments, desire to hold certain entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids accountable for the harm and damage caused by the opioid epidemic. On April 11, 2022, the City Council passed a motion to approve the One Washington Memorandum of Understanding Between Washington Municipalities (MOU) and authorized the City Manager to sign the MOU. The MOU established a framework for the equitable allocation and use of potential opioid settlement funds with local jurisdictions, among other things (Att. 1)</p> <p>The Washington State Attorney General's Office (AGO) filed suit against the following opioid distributors: McKesson Corp., Cardinal Health Inc., and AmerisourceBergen Drug Corp., ("Distributors") alleging nuisance and consumer protection claims due to the opioid epidemic. In May of 2022, after a 6-month trial, the State reached a settlement with the Distributors for up to \$518 million.</p> <p>Washington cities with a population over \$10,000, such as Kenmore, can join the settlement and receive direct monetary allocation from the State's settlement. If a sufficient number of cities and counties join, then they will receive up to 50% of \$430 million (\$215 million) which may be spent to combat the opioid epidemic. The State will receive the other 50% of \$430 million (\$215 million), and the remainder will be used for attorney's fees.</p> <p>Overview of the settlement:</p> <ul style="list-style-type: none"> • Up to \$518 million payable over 17 years • \$430 million must be spent on combatting the opioid epidemic • Attorney General is directing an additional \$46 million in attorneys' fees to opioid spending by the State • Remainder is attorneys' fees. <p>Who must join settlement for it to become effective:</p>	

- 125 local governments listed in settlement
- All 37 jurisdictions that filed lawsuit must join
- 90% of the local governments with a population over 10,000 that did not file a lawsuit must join
- If not enough cities and counties join the settlement, it will be void, and no entity will receive settlement funds.

In order to participate in the State's settlement, it is recommended that the City Council approve the following settlement documents:

- "Exhibit F Subdivision Settlement Participation Form" (Att. 2). The Participation Form requires the local governments to abide by the terms of the Washington and National Distributor Settlements. This document is required for the Washington settlement to be finalized.
- "Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State, August 8, 2022" (Att. 3). The Allocation Agreement is the agreement between the State and eligible cities and counties to split the settlement. This is not required for the settlement to be finalized.

The Allocation Agreement works in conjunction with the approved MOU for the Distributor settlement (Att. 1). The MOU establishes the framework to divide the settlement funds between the local governments and lists each local governments share. Under the settlement, Kenmore would receive up to \$43,954.82 (0.0204441024%). However, approximately 15% of the amount paid to cities and counties will be deducted for attorney fees. The percentage may be less because the Distributors are paying some of the attorney fees separately. If the full 15% is taken, then Kenmore would receive \$37,361.60 as a settlement amount.

The settlement funds may only be used for opioid remediation purposes as described in the National Settlement Agreement. The approved remediation ranges from money for law enforcement to money for opioid abuse treatment and is detailed in the List of Opioid Remediation Use found in the National Settlement Agreement (Att. 4). Municipalities may also coordinate with the State Department of Health to ensure money is spent efficiently. While this settlement deals with the named Distributors and forever releases any claims the State and municipalities have against them, it does not preclude future settlements with other entities that have played a role in the opioid epidemic.

For Kenmore to join the settlement, the City must approve, sign, and submit the settlement documents on or before September 23, 2022. If not enough cities and counties join, then the settlement will be void.

2021-2022 City Council Priorities No. 7 Enhance Public Safety

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
 - iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
 - iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
 - v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
 - vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
 - vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this 11th day of April, 2022 by:



Name & Title Stephanie Lucash Acting City Manager

On behalf of The City of Kenmore

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties B-1

EXHIBIT B

County	Local Government	% Allocation
<u>Clark County</u>		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
<u>Columbia County</u>		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
<u>Cowlitz County</u>		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
<u>Douglas County</u>		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
<u>Ferry County</u>		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
<u>Franklin County</u>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
<u>Garfield County</u>		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
<u>Grant County</u>		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties B-3

EXHIBIT B

County	Local Government	% Allocation
<u>Grays Harbor County</u>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
<u>Island County</u>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
<u>Jefferson County</u>		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties B-4

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
<u>Kitsap County</u>		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
<u>Kittitas County</u>		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
<u>Klickitat County</u>		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
<u>Lewis County</u>		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties B-6

EXHIBIT B

County	Local Government	% Allocation
<u>Lincoln County</u>		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
<u>Mason County</u>		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
<u>Okanogan County</u>		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
<u>Pacific County</u>		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties B-7

EXHIBIT B

County	Local Government	% Allocation
<u>Pend Oreille County</u>		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
<u>Pierce County</u>		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
<u>San Juan County</u>		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
<u>Skagit County</u>		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
<u>Skamania County</u>		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
<u>Snohomish County</u>		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties B-9

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
<u>Walla Walla County</u>		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
<u>Whatcom County</u>		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
<u>Whitman County</u>		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties B-11

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties B-12

WA Local Govt MOU1

Final Audit Report

2022-04-12

Created:	2022-04-12
By:	Anastasiya Warhol (awarhol@kenmorewa.gov)
Status:	Signed
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Document e-signed by Stephanie Lucash (slucash@kenmorewa.gov)

Signature Date: 2022-04-12 - 4:09:21 AM GMT - Time Source: server- IP address: 73.19.36.197



Agreement completed.

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Exhibit F
Subdivision Settlement Participation Form

Governmental Entity: City of Kenmore	State: Washington
Authorized Official: Rob Karlinsey, City Manager	
Address 1: 18120 68 th Ave NE	
Address 2:	
City, State, Zip: Kenmore, WA 98028	
Phone: (425) 398-8900	
Email: rkarlinsey@kenmorewa.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 ("*Distributors Washington Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 ("*Global Settlement*") attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The

Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or

suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

**ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID
BY THE SETTLING OPIOID DISTRIBUTORS IN WASHINGTON STATE**

AUGUST 8, 2022

This Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State (the "Allocation Agreement") governs the distribution of funds obtained from AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (the "Settling Distributors") in connection with its resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State ("Local Governments") against the Settling Distributors (the "Distributors Settlement"). The Distributors Settlement including any amendments are attached hereto as Exhibit 1.

1. This Allocation Agreement is intended to be a State-Subdivision Agreement as defined in Section I.VVV of the Global Settlement (the "Global Settlement"), which is Exhibit H of the Distributors Settlement. This Allocation Agreement shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Global Settlement.
2. This Allocation Agreement shall become effective only if all of the following occur:
 - A. All Litigating Subdivisions in Washington and 90% of Non-Litigating Primary Subdivisions in Washington as the terms are used in Section II.C.1 of the Distributors Settlement must execute and return the Subdivision Settlement Participation Form, Exhibit F of the Distributors Settlement (the "Participation Form") by **September 23, 2022**. This form is also attached hereto as Exhibit 2.
 - B. The Consent Judgment and Stipulation of Dismissal with Prejudice, Exhibit G of the Distributors Settlement, is filed and approved by the Court.
 - C. The number of Local Governments that execute and return this Allocation Agreement satisfies the participation requirements for a State-Subdivision Agreement as specified in Exhibit O of the Global Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement.
 - B. The Local Government must release their claims against the Settling Distributors and agree to be bound by the terms of the Distributors Settlement by timely executing and returning the Participation Form. This form is attached hereto as Exhibit 2.

- C. Litigating Subdivisions must dismiss the Settling Distributors with prejudice from their lawsuits. The Litigating Subdivisions are listed on Exhibit B of the Distributors Settlement.
- D. The Local Government must execute and return the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 3. As specified in Paragraph 10.A of this Allocation Agreement, the Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only.

A Local Government that meets all of the conditions in this paragraph shall be deemed a "Participating Local Government." Alternatively, if the requirements of Paragraphs 2(A), 2(B), and 2(C) of this Allocation Agreement are satisfied and this Allocation Agreement becomes effective, then all Local Governments that comply with Paragraph 3(B) of this Allocation Agreement shall be deemed a "Participating Local Government."

- 4. This Allocation Agreement applies to the Washington Abatement Amount as defined in Section IV.A of the Distributors Settlement. The maximum possible Washington Abatement Amount for the Distributors Settlement is \$430,249,769.02. As specified in the Global Settlement, the Washington Abatement Amount varies dependent on the percentage of Primary Subdivisions that choose to become Participating Local Governments and whether there are any Later Litigating Subdivisions as defined in Section I.EE of the Global Settlement.
- 5. This Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement. After satisfying its obligations to its outside counsel for attorneys' fees and costs, the State estimates that it will receive approximately \$46 million for its own attorneys' fees and costs pursuant to Section V.B.1 of the Distributors Settlement. The State shall utilize any and all amounts it receives for its own attorneys' fees and costs pursuant to Section V.B.1 of the Distributors Settlement to provide statewide programs and services for Opioid Remediation as defined in Section I.SS of the Global Settlement.
- 6. While this Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement, Section V.B.2 of the Distributors Settlement estimates that the Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs. The actual amount may be greater or less. This Allocation Agreement and the MOU are a State Back-Stop Agreement. The total contingent fees an attorney receives from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement, the MOU, and this Allocation Agreement combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel

on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.)

7. No portion of the Washington Fees and Costs as defined in Section V of the Distributors Settlement and/or the State Share as defined in Paragraph 8.A of this Allocation Agreement shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 10 of this Allocation Agreement and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax other than the aforementioned payment by the Settling Distributors to Participating Litigating Subdivisions' attorneys for fees and costs in Section V.B.2 of the Distributors Settlement.
8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for Opioid Remediation as defined in Section I.SS of the Global Settlement, except as allowed by Section V of the Global Settlement. Exhibit 4 is a non-exhaustive list of expenditures that qualify as Opioid Remediation. Further, the Washington Abatement Amount shall and must be used by the State and Participating Local Governments as provided for in the Distributors Settlement.
9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
10. The LG Share shall be distributed pursuant to the MOU attached hereto as Exhibit 3 as amended and modified in this Allocation Agreement.
11. For purposes of this Allocation Agreement only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. The MOU is amended to add new Section E.6, which provides as follows:

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only. If a Local Governments executes the MOU for purposes of this Allocation Agreement only, then the MOU will only bind such Local Government and be effective with respect to this Allocation Agreement and the Distributors Settlement, and not any other Settlement as that term is defined in Section A.14 of the MOU. To execute the MOU for purposes of this Allocation Agreement only, the Local Government may either (a) check the applicable box on its signature page of this Allocation Agreement that is returned or (b) add language below its signature lines in the MOU that is returned indicating that the Local Government is executing or has

executed the MOU only for purposes of the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State.

- B. Exhibit A of the MOU is replaced by Exhibit E of the Global Settlement, which is attached as Exhibit 4 to this Agreement.
- C. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Local Governments that filed suit against one or more of the Settling Defendants prior to May 3, 2022. The Litigating Local Governments are listed on Exhibit B of the Distributors Settlement, and are referred to as Litigating Subdivisions in the Distributors Settlement.
- D. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Global Settlement.
- E. The definition of “Settlement” in Section A.14 of the MOU shall mean the Distributors Settlement.
- F. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the Distributors Settlement, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the suspension.”

- G. Consistent with how attorney fee funds for outside counsel for Participating Local Subdivisions are being administered in most states across the country, the Government Fee Fund (“GFF”) set forth in the

MOU shall be overseen by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)). The Fee Panel will preside over allocation and disbursement of attorney's fees in a manner consistent with the *Motion to Appoint the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements* and the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- H. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Distributors as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Fee Panel.
- I. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Non-Litigating Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Non-Litigating Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- J. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with the Distributors Settlement and Exhibit R of the Global Settlement, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Section II.C of Exhibit R of the Global Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund

for expenses incurred by the attorneys pursuant to Section II.E of the Global Settlement.

- K. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
 - L. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys for fees and costs referred to in Paragraph 6 of this Allocation Agreement and Section V.B.2 Distributors Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.K of this Allocation Agreement apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - M. To the extent there are any excess funds in the GFF, the Fee Panel and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 12. In connection with the execution and administration of this Allocation Agreement, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *eq seq.*
 - 13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement as well as the receipt and expenditure of the funds from the Distributors Settlement for no less than five (5) years.
 - 14. If any party to this Allocation Agreement believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Distributors Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 - 15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Distributors are subject to the requirements of the MOU and this Allocation Agreement.

16. Upon request by the Settling Distributors, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Distributors Settlement and the Global Settlement.
17. Venue for any legal action related to this Allocation Agreement (separate and apart from the MOU, the Distributors Settlement, or the Global Settlement) shall be in King County, Washington.
18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: _____

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only by checking this box (see Paragraph 10.A of this Allocation Agreement):

☐ Local Government is executing the MOU in the form attached hereto as Exhibit 3, but which is further amended and modified as set forth in this Allocation Agreement, only for purposes of this Allocation Agreement.

EXHIBIT 1
Distributors Settlement

DISTRIBUTORS WASHINGTON
SETTLEMENT AGREEMENT

XII. E. Approve 1) the Opioid Settlement Form entitled, "Exhibit F Subdi...

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DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

This Distributors Washington Settlement Agreement (“*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among the State of Washington, McKesson Corporation (“*McKesson*”), Cardinal Health, Inc. (“*Cardinal*”) and AmerisourceBergen Corporation (“*Amerisource*”) (collectively, the “*Agreement Parties*”) to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, “*Settling Distributors*”).

By entering into this Agreement, the State of Washington and its Participating Subdivisions agree to be bound by all terms and conditions of the Distributor Global Settlement Agreement dated July 21, 2021 (including its exhibits) (“*Global Settlement*”), which (including its exhibits) is incorporated into this Agreement as Exhibit H.¹ By entering this Agreement, and upon execution of an Agreement Regarding the State of Washington and the Distributor Global Settlement Agreement (“*Enforcement Committee Agreement*”), unless otherwise set forth in this Agreement, the Settling Distributors agree to treat the State of Washington for all purposes as if it were a Settling State under the Global Settlement and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under the Global Settlement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in the Global Settlement.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Global Settlement Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of the Global Settlement passed before the execution of this Agreement. For

¹ The version of the Global Settlement as updated on March 25, 2022 is attached to this Agreement as Exhibit H. Further updates to the Global Settlement shall be deemed incorporated into this Agreement and shall supersede all earlier versions of the updated provisions.

that reason, (i) Settling Distributors agree to treat the State of Washington as satisfying the deadlines set forth in Section VIII of the Global Settlement provided that the State of Washington satisfies its obligations set forth in this Section II and (ii) the State of Washington agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of the Global Settlement as to the State of Washington.

2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.

B. *Agreement with Enforcement Committee.* This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement. If the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of \$1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.

C. *Participation by Subdivisions.* If the condition in Section II.B has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:

1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section II.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by Section II.C.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

D. *Dismissal of Claims.* Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G ("*Washington Consent Judgment*") with the King County Superior Court ("*Washington Consent Judgment Court*") on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

("Washington Effective Date"). Within the later of forty-five (45) days after the Washington Effective Date or December 31, 2022, each Settling Distributor will certify to the State that all medical claims data provided to it during the litigation (including Medicaid, PMP, LNI claims, and PEBB data) has been destroyed by the party and its agents, including all retained experts.

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Washington were a Settling State under the Global Settlement and shall be made pursuant to the terms of Section IV of the Global Settlement except that, as to the State of Washington, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment

Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Washington's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Washington under the Global Settlement ("*Washington Abatement Amount*"). The maximum possible Washington Abatement Amount is \$430,249,769.02.

B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.

C. *Nature of Payment.* The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Global Settlement.* Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("*Washington Fees and Costs*") shall be made pursuant to this Section V.

B. *Amounts.* The total amount to cover of all Washington Fees and Costs is \$87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.

1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay \$76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1 – 20%, Payment Year 2 – 20%, Payment Year 3 – 15%, Payment Year 4 – 15%, Payment Year 5 – 15%, Payment Year 6 – 10%, Payment Year 7 – 5%.)

2. Fees and Costs for Participating Litigating Subdivisions' Attorneys. Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in Section V.C and V.D.5 of this Agreement.

C. *Schedule.* Washington Fees and Costs shall be paid according to the following schedule:

a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2023.

d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2024.

e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2025.

f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount (\$8,775,023.10), to be paid on or before July 15, 2026.

g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount (\$4,387,511.55), to be paid on or before July 15, 2027.

D. *Remittance.* So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:

1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.

4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

5. No Participating Litigating Subdivision shall receive any payment due under this Agreement, including but not limited to the portion of the Washington Abatement Amount allocable to the Participating Subdivision, until it and/or its outside counsel, as applicable, fulfill their obligations under Sections V.D. 1-2.

VI. Release

A. *Scope.* As of the Washington Effective Date, Section XI of the Global Settlement is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Washington Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Washington and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting.* The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:

Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:

Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Washington at:

Shane Esquibel
Jeffrey Rupert
Laura Clinton
Washington Attorney General's Office
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
Shane.Esquibel@atg.wa.gov
Jeffrey.Rupert@atg.wa.gov
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON
Attorney General, State of Washington

By: _____


Name: JEFFREY RUPERT

Title: Division Chief

Authorized and agreed to by:

Dated: May 2, 2022

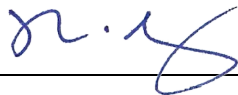
AMERISOURCEBERGEN CORPORATION

By: 
Elizabeth Campbell
Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By: _____

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: 

Name: Sarah C- Brav

Title: Corporate Secretary

Exhibit A
Primary Subdivisions²

No.	Subdivision Name
1.	Aberdeen city
2.	Adams County
3.	Anacortes City
4.	Arlington City
5.	Asotin County
6.	Auburn City*
7.	Bainbridge Island City
8.	Battle Ground City
9.	Bellevue City*
10.	Bellingham City*
11.	Benton County*
12.	Bonney Lake City
13.	Bothell City*
14.	Bremerton City*
15.	Burien City*
16.	Camas City
17.	Centralia City
18.	Chelan County*
19.	Cheney City
20.	Clallam County*
21.	Clark County*
22.	Covington City
23.	Cowlitz County*
24.	Des Moines City*
25.	Douglas County*
26.	East Wenatchee City
27.	Edgewood City
28.	Edmonds City*
29.	Ellensburg City
30.	Enumclaw City
31.	Everett City*
32.	Federal Way City*
33.	Ferndale City
34.	Fife City
35.	Franklin County*
36.	Gig Harbor City
37.	Grandview City
38.	Grant County*

² Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

39. Grays Harbor County*
40. Island County*
41. Issaquah City*
42. Jefferson County*
43. Kelso City
44. Kenmore City
45. Kennewick City*
46. Kent City*
47. King County*
48. Kirkland City*
49. Kitsap County*
50. Kittitas County*
51. Klickitat County
52. Lacey City*
53. Lake Forest Park City
54. Lake Stevens City*
55. Lakewood City*
56. Lewis County*
57. Liberty Lake City
58. Lincoln County
59. Longview City*
60. Lynden City
61. Lynnwood City*
62. Maple Valley City
63. Marysville City*
64. Mason County*
65. Mercer Island City
66. Mill Creek City
67. Monroe City
68. Moses Lake City
69. Mount Vernon City*
70. Mountlake Terrace City
71. Mukilteo City
72. Newcastle City
73. Oak Harbor City
74. Okanogan County*
75. Olympia City*
76. Pacific County
77. Pasco City*
78. Pend Oreille County
79. Pierce County*
80. Port Angeles City
81. Port Orchard City
82. Poulsbo City
83. Pullman City*
84. Puyallup City*

85. Redmond City*
86. Renton City*
87. Richland City*
88. Sammamish City*
89. San Juan County
90. Seatac City
91. Seattle City*
92. Sedro-Woolley City
93. Shelton City
94. Shoreline City*
95. Skagit County*
96. Skamania County
97. Snohomish City
98. Snohomish County*
99. Snoqualmie City
100. Spokane City*
101. Spokane County*
102. Spokane Valley City*
103. Stevens County*
104. Sumner City
105. Sunnyside City
106. Tacoma City*
107. Thurston County*
108. Tukwila City
109. Tumwater City
110. University Place City*
111. Vancouver City*
112. Walla Walla City*
113. Walla Walla County*
114. Washougal City
115. Wenatchee City*
116. West Richland City
117. Whatcom County*
118. Whitman County*
119. Woodinville City
120. Yakima City*
121. Yakima County*

Exhibit B
Litigating Subdivisions

No.	Subdivision Name
1.	Anacortes City
2.	Bainbridge Island City
3.	Burlington City
4.	Chelan County
5.	Clallam County
6.	Clark County
7.	Everett City
8.	Franklin County
9.	Island County
10.	Jefferson County
11.	Kent City
12.	King County
13.	Kirkland City
14.	Kitsap County
15.	Kittitas County
16.	La Conner School District
17.	Lakewood City
18.	Lewis County
19.	Lincoln County
20.	Mount Vernon City
21.	Mount Vernon School District
22.	Olympia City
23.	Pierce County
24.	San Juan County
25.	Seattle City
26.	Sedro-Woolley City
27.	Sedro-Woolley School District
28.	Skagit County
29.	Snohomish County
30.	Spokane City
31.	Spokane County
32.	Tacoma City
33.	Thurston County
34.	Vancouver City
35.	Walla Walla County
36.	Whatcom County
37.	Whitman County

Exhibit C
ABC IRS Form 1098-F

This Exhibit C will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

C-1

XII. E. Approve 1) the Opioid Settlement Form entitled, "Exhibit F Subdi...

Exhibit D
Cardinal Health IRS Form 1098-F

This Exhibit D will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

D-1

XII. E. Approve 1) the Opioid Settlement Form entitled, "Exhibit F Subdi...

Exhibit E
McKesson IRS Form 1098-F

This Exhibit E will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

E-1

XII. E. Approve 1) the Opioid Settlement Form entitled, "Exhibit F Subdi...

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit G
Consent Judgment and Stipulation of Dismissal with Prejudice

The Honorable Michael Ramsey Scott
Trial Date: November 15, 2021

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

MCKESSON CORPORATION,
CARDINAL HEALTH INC., and
AMERISOURCEBERGEN DRUG
CORPORATION,

Defendants.

NO. 19-2-06975-9 SEA

FINAL CONSENT JUDGMENT AND
DISMISSAL WITH PREJUDICE

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington (“*State*”) and McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation, together with the subsidiaries thereof (collectively, the “*Settling Distributors*,” and each a “*Settling Distributor*”) (together with the State, the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-captioned litigation (the “*Action*”) pursuant to a settlement agreement entitled Distributors Washington Settlement Agreement, dated as of May 2, 2022 (the “*Washington Agreement*”), a copy of which is attached hereto as Exhibit A. The Washington Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the “*Judgment*”) by the Court without adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. By entering into the Washington Agreement, the State of Washington agrees to be bound by all terms and conditions

G-1

of the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the “*Global Agreement*”), a copy of which is attached hereto as Exhibit B (together with the Washington Agreement, the “*Agreements*”) unless stated otherwise in the Washington Agreement. Unless stated otherwise in the Washington Agreement, the terms of the Washington Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly.

I. RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.

2. The State has determined that the Agreements are in the public interest.

3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

to the terms of the Agreements to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreements, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Settling Distributors and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.

3. The “Definitions” set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a “Settling State” within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreements were entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.

9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:

- a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.
- b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "*AG Release*").
- b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.
- c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.

- d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking

money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreements and AG Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreements.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreements.

15. No Admission of Liability. The Settling Distributors are consenting to this Judgment solely for the purpose of effectuating the Agreements, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Settling Distributors expressly deny. None of the Settling Distributors or any other Released Entity admits that it caused or contributed to any public nuisance, and none of the Settling Distributors or any other Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Settling Distributors or any other Released Entity. The Parties acknowledge that payments made under the Agreements are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section V.F of the Global Agreement.

16. No Waiver. This Judgment is entered based on the Agreements without adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of any Settling Distributor's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreements.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section VI.A of the Global Agreement. Except as expressly provided in the Agreements, no portion of the Agreements or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreements or this Judgment. No Settling State, including the State of Washington, may assign or otherwise convey any right to enforce any provision of the Agreements.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this ____ day of _____ 2022.

THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

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XII. E. Approve 1) the Opioid Settlement Form entitled, "Exhibit F Subdi...

DECLARATION OF SERVICE

I declare that I caused a copy of the foregoing document to be electronically served using the Court's Electronic Filing System, which will serve a copy of this document upon all counsel of record.

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DATED ____ day of _____ 2022, at Seattle, Washington.

s/
ANDREW R.W. HUGHES, WSBA No. 49515

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XII. E. Approve 1) the Opioid Settlement Form entitled, "Exhibit F Subdi...

Exhibit H Distributor Global Settlement Agreement

This document is not attached due to its size. The document can be found here: <https://agportal-s3bucket.s3.amazonaws.com/DistributorsSettlement/National%20Distributor%20Settlement.pdf>

EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit F of the Distributors Settlement)

XII. E. Approve 1) the Opioid Settlement Form entitled, "Exhibit F Subdi...

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3

One Washington Memorandum of Understanding Between Washington Municipalities

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
 - iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
 - iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
 - v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
 - vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
 - vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this ____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties B-1

EXHIBIT B

County	Local Government	% Allocation
<u>Clark County</u>		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
<u>Columbia County</u>		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
<u>Cowlitz County</u>		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
<u>Douglas County</u>		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
<u>Ferry County</u>		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
<u>Franklin County</u>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
<u>Garfield County</u>		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
<u>Grant County</u>		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties B-3

EXHIBIT B

County	Local Government	% Allocation
<u>Grays Harbor County</u>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
<u>Island County</u>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
<u>Jefferson County</u>		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties B-4

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
<u>Kitsap County</u>		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
<u>Kittitas County</u>		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
<u>Klickitat County</u>		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
<u>Lewis County</u>		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties B-6

EXHIBIT B

County	Local Government	% Allocation
<u>Lincoln County</u>		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
<u>Mason County</u>		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
<u>Okanogan County</u>		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
<u>Pacific County</u>		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties B-7

EXHIBIT B

County	Local Government	% Allocation
<u>Pend Oreille County</u>		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
<u>Pierce County</u>		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
<u>San Juan County</u>		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
<u>Skagit County</u>		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
<u>Skamania County</u>		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
<u>Snohomish County</u>		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties B-9

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
<u>Walla Walla County</u>		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
<u>Whatcom County</u>		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
<u>Whitman County</u>		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties B-11

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties B-12

EXHIBIT 4
Non-Exhaustive List of Expenditures that Qualify as Opioid Remediation
(Exhibit E of the Global Settlement)

EXHIBIT E**List of Opioid Remediation Uses****Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
 - 1. Expand training for first responders, schools, community support groups and families; and
 - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
 - 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 - 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) /Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

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F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

FINAL AGREEMENT 3.25.22

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

FINAL AGREEMENT 3.25.22

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

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1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

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14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAAR*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

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4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

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5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

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1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

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8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

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7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

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intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

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4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT E**List of Opioid Remediation Uses****Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
 - 1. Expand training for first responders, schools, community support groups and families; and
 - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
 - 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 - 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OOD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for *NAS* babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of *NAS* babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring *SUD* or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

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F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

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8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

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4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

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1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

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14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAAR”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

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4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

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5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

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1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

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8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

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7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

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intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

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4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



City Council Business Agenda Item City of Kenmore, WA

<p>Subject/Topic: Northshore School District Resolution allowing use of Kenmore Elementary for a summer youth day camp</p> <p>Proposed Council Action/Motion: Motion retroactively granting authorization for the mayor to sign the resolution.</p>	<p>For Council Meeting Agenda of: 9/12/22</p> <p>Department: Community Development</p> <p>Prepared by: Debbie Bent, Community Development Director and Rita Moreno, Recreation Program Coordinator</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Initial & Date</u></th> </tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td> <td>DB 8/31</td> </tr> <tr> <td>Approved by City Attorney:</td> <td>N/A</td> </tr> <tr> <td>Approved by Finance Director:</td> <td>N/A</td> </tr> <tr> <td>Approved by City Manager:</td> <td>RGK</td> </tr> </tbody> </table> <p>Exhibits/Attachments:</p> <ol style="list-style-type: none"> 1. Northshore School District resolution 		<u>Initial & Date</u>	Approved by Department Head:	DB 8/31	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	RGK
	<u>Initial & Date</u>										
Approved by Department Head:	DB 8/31										
Approved by City Attorney:	N/A										
Approved by Finance Director:	N/A										
Approved by City Manager:	RGK										
<p><u>INFORMATION/BACKGROUND:</u> The City partnered with the Northshore YMCA and received a \$244,903 grant from the AWC Summer Experiences & Enrichment for Kids Fund (SEEK Fund). The grant supported a new Summer 2022 youth day camp at Wallace Swamp Creek Park and Kenmore Elementary provided by the YMCA. On 6/11/22 Council authorized the contract with the YMCA for providing the program (Contract 22-C2797).</p> <p>The Northshore School District (NSD) allowed the use of Kenmore Elementary free of charge for this program. The resolution (Attachment #1) provided by NSD formally acknowledges the agreement between NSD and the City that Kenmore Elementary could be used for the summer youth day camp program.</p>											
<p><u>FISCAL CONSIDERATION:</u> N/A</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u></p> <p>Priority #3: Diversity, Equity, and Inclusion</p> <p>Priority #10: Foster and Create Fun</p>											

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Northshore School District
King and Snohomish Counties, Washington

A resolution of the Northshore School District No. 417, King and Snohomish Counties, Washington, to participate in an Interlocal Cooperation Agreement with the City of Kenmore for the use of Kenmore Elementary School to provide educational services to incoming kindergarten students living within the City of Kenmore during the summer of 2022;

Whereas, providing the use of Kenmore Elementary for this summer program benefits the City of Kenmore by providing a location for their free summer program to its kindergarten children, and

Whereas, this summer program benefits the Northshore School District by providing educational opportunities to students who will attend Northshore public schools in the fall of 2022.

Thereby, we agree for the summer of 2022, to allow the use of Kenmore Elementary by the City of Kenmore.

Adopted by the City of Kenmore and the Northshore School District.

City of Kenmore

Mayor, City of Kenmore
Date Signed:

Northshore School District No. 417

Superintendent
Date Signed:

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**Business of the City Council
City of Kenmore, WA**

<p>Subject/Topic: Comprehensive Plan and Development Regulation Amendments</p> <p>Proposed Council Action/Motion: Discussion of amendments based on direction to staff at your 7/18 and 7/25 City Council meetings in preparation for a public hearing on 9/26.</p>	<p>For Council Meeting Agenda of: 9/12/22</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, 8/23/22</p> <p>Approved by City Attorney: NA</p> <p>Approved by Finance Director: NA</p> <p>Approved by City Manager: RGK 8/24/22</p> <p>Exhibits/Attachments:</p> <p>Attachment 1: Summary of changes</p> <p>Attachment 2: Draft Vision Statement</p> <p>Attachment 3: Draft Land Use Element</p> <p>Attachment 4: Draft Housing Element</p> <p>Attachment 5: Draft Capital Facilities Element</p> <p>Attachment 6: Revised Zoning Map</p> <p>Attachment 7: Draft “Missing Middle” amendments</p>
<p>At your meetings on 7/18 and 7/25, you requested changes to the Comprehensive Plan and development regulation amendments recommended by the Planning Commission. Attachment 1 is a summary of those changes—most having to do with allowing duplexes and triplexes (“Missing Middle” housing) throughout the R-6, Residential, zoning district. Attachments 2 through 7 are the revised documents, with Council changes shown in gray highlighting.</p> <p>On September 12, staff will review the changes and respond to questions or note further edits. September 26 has been advertised as the public hearing date on the revised amendment package and staff is preparing a citywide mailing alerting the community to that date and especially providing information on the changes to the “Missing Middle” housing recommendations.</p> <p>Consideration of final amendments is targeted for your meeting on October 10, with ordinance adoption on October 24.</p>	
<p><u>FISCAL CONSIDERATION:</u> The Community Development Department budgeted \$150,000 for the Comprehensive Plan update over the 2021-2022 biennium. Staff used consultant assistance in 2021 and 2022 to develop a public participation plan, conduct a statistically valid survey of residents to provide input to the planning process, host a community forum on “Missing Middle” housing, conduct outreach to those who use Spanish, and help prepare draft code amendments for duplexes and triplexes addressing neighborhood compatibility. The City has been awarded a \$120,000 grant for further consideration of Middle Housing types.</p>	
<p><u>COUNCIL PRIORITY BEING ADDRESSED:</u> 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>	

ATTACHMENT 1

Summary of Changes requested by the City Council

Vision Statement (Attachment 2)

7/18: Add “complementary” to phrase “a.” about housing types in Kenmore.

Land Use Element (Attachment 3)

7/18: No changes requested.

7/25: Support “Missing Middle” housing throughout the area of the R-6 zoning district:

- page 4A-11, first bullet point
- page 4A-15, Policy LU-1.5.1
- pages 4A17-19, Policy LU-2.1.2, Table and land use descriptions
- page 4A-27, Policy LU-2.3.1
- page 4A-34, Comprehensive Plan Land Use Map. Revised to reflect medium density in all of the area of the R-6 zoning district

Housing Element (Attachment 4)

7/18: Revise Policy H-1.4.3, page 5-23, to remove clause about disparate code enforcement.

Revise Policy H-4.2.10, page 5-27, to remove reference to tiny home villages.

Retain former Policy H-3.3.1, page 5-28, re: manufactured housing.

Revise Policy H-5.1.1, page 5-28, supporting use of DEI program.

7/25: Support “Missing Middle” housing throughout the area of the R-6 zoning district:

- page 5-3, text on line 3
- page 5-10, text on lines 13-14
- page 5-19, text on line 14
- page 5-22, last bullet point under “Summary of Local Housing Strategies.”
- page 5-29, third bullet point under “Implementation Strategies.”

Capital Facilities Element (Attachment 5)

7/18: No changes requested.

Zoning Map (Attachment 6)

7/18: No changes requested.

7/25: Support “Missing Middle” housing throughout the area of the R-6 zoning district:

- Rename R-6 zoning district to “R-M, Residential-Medium Density”

ATTACHMENT 1

“Missing Middle” Housing Code Amendments (Attachment 7)

- 7/25: Support “Missing Middle” housing throughout the area of the R-6 zoning district:
- Rename R-6 zoning district to “R-M” (Residential-Medium Density) throughout
 - Change references from “R zones” to “R- zones”
 - Revise 18.15.040.A.2, page 3, to eliminate transit reference
 - Amend 18.15.040.B, page 3, to address use of residential zones
 - Revise 18.21.020 Footnote 11, pages 4-5, to eliminate locational restrictions
 - Eliminate 18.21.025, page 5, regarding locational restrictions
 - Revise 18.40.030, pages 13-14, to require 1 parking stall per dwelling unit for duplexes and triplexes more than ¼ mile from major transit corridors

ATTACHMENT 2

1 ~~Text~~ = deleted text
 2 Text = new text
 3 ~~Text~~ = text revised for City Council

KENMORE 20-YEAR VISION

4
 5
 6
 7 As we look into the future, we see Kenmore as a place that residents, businesses
 8 and visitors find welcoming, with courteous people, ~~and that~~ offering a high
 9 quality of life to live, raise children, shop, work, recreate, and socialize. In 2035~~44~~,
 10 we see Kenmore as a fun, vibrant ~~waterfront~~ community centered on the
 11 waterfront but including a variety of unique neighborhoods that

- 12 a. ~~offers~~encourages a diversity of well-maintained, complementary housing types to provide ~~a choice of~~
 13 ~~attractive~~ living accommodations affordable to ~~for~~ all residents
- 14 b. protects natural and environmentally sensitive areas, significant open space, trees, ~~and~~ air and water
 15 quality, and healthy wildlife habitat, knowing that a healthy environment is critical to human health
- 16 c. leads and actively participates in regional efforts to promote environmental stewardship,
 17 sustainability, restoration, and conservation while continuing to act boldly and wisely to slow climate
 18 change and address its impacts
- 19 d. is friendly and inclusive, and family friendly, with a small town feeling, that welcoming all types of
 20 families, supporting diversity, and ~~fosters~~ing a sense of belonging and pride in all residents
- 21
 22 e. is connected both visually and physically to its waterfront, recognizing it as a significant local and
 23 regional asset
- 24 f. supports recreation and health through well-maintained parks, community centers, trails, and open
 25 spaces
- 26 g. is a walkable and bikable community that provides a safe, reliable and effective system of streets,
 27 sidewalks, bike-ways, and trails, ~~and transit routes,~~ linking significant local and regional destinations
- 28 h. embraces its role as a high-capacity transit community, supporting bus rapid transit and other transit
 29 options as part of the regional network
- 30 i. provides convenient access to goods and services essential to residents' daily needs
- 31 j. ~~supports the character of~~seeks to enhance the quality of life in its ~~single-family~~ residential
 32 neighborhoods
- 33 k. has its own sense of place and ~~an identifiable, walkable pedestrian-friendly~~ downtown offering
 34 commercial, civic, cultural and park spaces, integrated with ~~multifamily~~ housing
- 35 l. has an economic base that provides a range of goods and services, offers quality employment
 36 opportunities, and supports local businesses
- 37 m. has clear design standards creating attractive, functional, and enduring buildings and places
- 38 n. encourages volunteerism and public involvement and works as a good partner with citizen residents and
 39 governments throughout the region

ATTACHMENT 2

- 1 o. supports the safety, **physical and mental** health, and welfare of all of its **citizensresidents**
- 2 p. supports and encourages education and quality schools
- 3 q. supports local arts, culture and history
- 4 **To achieve this vision, responsible **and financially sustainable** commitments in**
- 5 **planning and resources will be made. We share and support this vision for**
- 6 **Kenmore.**

ATTACHMENT 3

~~Text~~ = deleted text

Text = new text

Text = text revised for City Council

LAND USE ELEMENT AMENDMENTS

INTRODUCTION

Purpose

The Land Use Element plays the central role of directing land use patterns and guiding land use decision-making. It provides the basis for housing, transportation, public service, utility, and capital facility plans. The Land Use Element ~~is divided into~~includes sub-elements due to the variety and complexity of issues:

Land Use

- Downtown
- Community Design
- Natural Environment
- Shorelines
- Economic Development.

Growth Management Act

The land use element is the central requirement in the Growth Management Act (GMA). It provides the basis for all the other required elements including housing, transportation, capital facilities, and utilities elements. These other elements rely on the future land use pattern and the population and housing accommodated by the land use pattern in determining needed improvements and strategies. The specific GMA requirements for the land use element include addressing:

- Distribution/location/extent of land uses: Agriculture, timber production, housing, commerce, industry, recreation, open spaces, general aviation airports, public utilities, public facilities, ~~and other~~ land uses
- Population densities, building intensities, and estimates of future population growth
- Protection of the quality and quantity of ground water used for public water supplies
- Urban planning approaches that promote physical activity. ~~In Kenmore, goals, objectives and policies related to this responsibility also are included in the Parks, Recreation and Open Space Element.~~
- Drainage, flooding, and stormwater runoff within and nearby the jurisdiction as well as guidance for corrective actions to mitigate or clean discharges to waters of the state. ~~In Kenmore, goals, objectives, and policies related to this responsibility also are found in the Surface Water Element.~~

ATTACHMENT 3

Although the GMA directs growth at urban densities to the Urban Growth Area (including Kenmore), lower development densities may be used as a strategy to protect critical areas.

VISION 2050

VISION 2050 is a regional growth strategy prepared by the Puget Sound Regional Council (PSRC) addressing King, Kitsap, Pierce, and Snohomish Counties. VISION 2050 directs future development into the urban growth area, while focusing new housing and jobs in cities and within a limited number of designated regional growth centers. In VISION 2050, Kenmore is identified as a “Larger City” which is described below as follows:

A Larger City has a combined population and employment total over 22,500, but is smaller than a Metropolitan or Core City. Many of these 18 cities (which include Edmonds, Kenmore, Mountlake Terrace, Shoreline, and Woodinville) are home to important local and regional transit stations, ferry terminals, park and ride facilities, and other transportation connections. Central places within this group of cities are expected to become the more important subregional job, service, cultural, and housing centers over time. The Regional Growth Strategy envisions an expanding role for these cities in accommodating growth. High Capacity Transit Communities include cities connected to existing or planned light rail, commuter rail, ferry, streetcar, and bus rapid transit facilities... As the region’s transit system grows, these 34 communities play an increasingly important role as hubs to accommodate regional employment and population growth. Targeting growth within these transit-rich communities helps to support mobility and reduces the number and length of vehicle trips.

VISION 2050 calls for the High Capacity Transit Communities in King County to accommodate 11% of the County’s anticipated population growth and 6% of the anticipated employment growth between 2019 and 2044. Nine King County communities besides Kenmore (including some annexation areas) are designated as High Capacity Transit Communities, including Shoreline, Lake Forest Park and Woodinville.

The Multi-County Planning Policies required by the Growth Management Act are part of VISION 2050 and provides a common regionwide framework for countywide and local planning in the central Puget Sound region. Policies address regional collaboration, the regional growth strategy, the environment, climate change, development patterns, housing, economy, transportation, and public services. The policies reflect the commitment in the VISION 2050 vision statement to provide, “protect the environment, support and create vibrant, livable, and healthy communities, offer economic opportunities for all, provide for safe and efficient mobility, and use the region’s resources wisely and efficiently an exceptional quality of life and opportunity for all, connected communities, a spectacular natural environment, and an innovative, thriving economy.”

Countywide Planning Policies

The 2022 King County Countywide Planning Policies (CPPs) define an Urban Growth Area within which urban development should occur. The City of Kenmore is included within the Urban Growth Area. The overall land use goal is that “growth in King County occurs in a compact, centers-focused pattern that uses land and infrastructure efficiently, connects people to opportunity, and protects Rural and Natural Resource Lands. Residential, commercial, and industrial development should occur in an urban context and be sufficiently dense to efficiently support urban services.

ATTACHMENT 3

The policies establish a “centers” strategy. Growth is to be focused within cities with a countywide designated Urban or Manufacturing/Industrial/Regional Growth Centers such as Seattle’s Northgate and Kirkland’s Totem Lake areas. Local/Countywide Growth eCenters, including Kenmore, accommodate housing, employment and services in a compact form and at sufficient densities to support existing or planned high capacity transit service and to make efficient use of urban land. As in Vision 2040/VISION 2050, Kenmore is identified as a “Larger City/High Capacity Transit Community.”

The CPPs contain goals and policies related to the environment, development patterns, housing, the economy, transportation, and public facilities and services. One of the guiding principles of the CPPs is, “centering social equity and health.”

EXISTING CONDITIONS

History of Kenmore

Kenmore’s beginnings and cultural features help provide a context for understanding Kenmore today. This section addresses archaeological and historic resources in the City of Kenmore.

Native Americans

The Native Americans who lived in the Sammamish River Valley Area were known as the Simump Tribe. Local settlers called them the Squaks, a corruption of the word “Squowh.” According to historical accounts, not more than approximately 200 Native Americans lived along Lake Sammamish or the Sammamish River Valley when white settlers arrived in the 1860s. Numerous arrowheads were found by early settlers at the mouth of the Sammamish River along Lake Washington.

According to the King County Office of Cultural Resources, there are no registered archaeological sites in Kenmore. However, the 1975 Washington Environmental Atlas, prepared by the US Army Corps of Engineers, indicates that along Lake Washington and the mouth of the Sammamish River are “areas known to contain large numbers of sites.” It is therefore possible that there are unknown archaeological sites in Kenmore due to its lake and river frontage and low elevations.

Kenmore Founders/White settlers

Abundant timber lured settlers to the Kenmore area in the 1860s. At that time, the forest-covered hills were owned/controlled by investors in Washington timber lands. Philo Remington, gun inventor, purchased vast land holdings including some in Kenmore. His son-in-law Watson C. Squire moved west, settling in the Seattle area, and purchased most of Remington’s land holdings in Kenmore in 1880. Squire owned most of what is the northwest quadrant of Kenmore, from 62nd Avenue NE to 68th Avenue NE and from the waterfront to the top of the hill at NE 190th Street. He platted this land in 1892. Squire later became Territorial Governor in 1884, and then the first U.S. Senator from the State of Washington in 1889.

John McMasters leased property from Squire and operated McMasters’ Shingle Mill from 1900 to 1920, the first commercial business in Kenmore. The mill was located just east of the current Kenmore Pre-Mix site. It was McMasters who named the community Kenmore because it reminded him of his birthplace Kenmore, 40 miles south of Ottawa, in Canada. This in turn had been named after Kenmore, Scotland, which is has similar geography to the study area with its large lake and surrounding mountains.

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Kenmore was considered rural and was connected to the region via railroads and logging roads as far back as 1876. In 1887, Seattle's Lake Shore and Eastern train went around Lake Washington along the route of today's Burke-Gilman trail and was a major regional line serving Puget Sound logging areas.

Seattle residents would take Sunday train rides rather than risk primitive roads to visit Kenmore and its "wilderness." There were early wagon roads between Seattle and Kenmore and by 1909 a road had been paved as far as Lake Forest Park. During 1913-1914, the brick road between Lake Forest Park and Bothell was opened and followed the original wagon trail. Other than travel by train or wagon, the area was accessible by steamboats that would stop at various landings on the lake.

After completion of the brick road (now Bothell Way) in 1913-1914, restaurants sprang up in the Kenmore portion of the road and it became a custom to drive out to Kenmore for Sunday dinner. A piece of the original brick road is still visible just north of the former Wayne Golf Course clubhouse in Bothell.

About the time of the completion of the brick road, Kenmore School District built its first school in 1914 on McMasters Street, now NE 181st Street. Classes ranged from eight to 12 students in one class, with a class for each age. When no longer used as a school, the Kenmore Community Club used the building from 1925 to 1930. The Kenmore School District joined with the Bothell School District in 1916.

After the end of logging and in the days after World War I, Kenmore's population increased when Puget Mill sold a number of small tracts for residential use. The mill owners held much of the land in what is now Kenmore and when lots were put on the market, many homes were built north of what would be Bothell Way. Even with this boost in residents, the town was still a small community of about 150 persons and a few businesses.

The area began to develop and increase its population in the early 1930s. This growth and development included restaurants, dance halls, and roadhouses along Bothell Way, and earned Kenmore a questionable reputation. The area was known as "Roadhouse Strip."

In contrast to the development of the roadhouses, St. Edward Seminary was built in 1931 on 300 acres of Archdiocese property. Neighboring St. Thomas Seminary was built in 1959. Due to the lack of enrollment, St. Edward was closed in 1976 and St. Thomas was closed in 1977. A citizen campaign resulted in the State's purchase of the St. Edward portion of the property while the former St. Thomas seminary was leased to and eventually purchased by Bastyr University.

In the 1940s several businesses, many still operating, were established and provided local employment. Continuing Kenmore's connection to Lake Washington, in 1946 Bob Munro established Kenmore Air Harbor with one hangar and one two-seater aircraft.

Historic Structures and Places

The King County Historic Preservation Program maintains an inventory of over 1,000 historic resources located throughout the County. Development proposals for resources listed on the inventory are circulated to the King County Historic Preservation Officer for review and comment. The approximately 100 sites in Kenmore which are included in the 2010-2011 Historic Reconnaissance-Level Survey conducted by the King County Historic Preservation Program include:

- Kenmore Bridge over the Sammamish River

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- 1 • ~~Kenmore Community Clubhouse~~
- 2 • ~~Aqua Club~~
- 3 • ~~Inglewood Golf Course Clubhouse~~
- 4 • ~~St. Edward Seminary~~
- 5 • ~~St. Thomas Seminary (Bastyr University)~~
- 6 • ~~Kenmore Air Harbor House~~
- 7 • ~~Arnston Hartlove Grocery~~
- 8 • ~~Northlake Lutheran Church~~
- 9 • ~~Church of the Redeemer~~
- 10 • ~~Charles Thomsen House~~

Name	Address	Local Landmark?
Kenmore Community Clubhouse	7304 NE 175th Street	Yes
Aqua Club	18512 58th Avenue NE	
Inglewood Golf Course Clubhouse	6505 Inglewood Road NE	
St. Edward Seminary (The Lodge at St. Edward State Park)	14477 Juanita Drive NE	Yes
St. Thomas Seminary (Bastyr University)	14500 Juanita Drive NE	
Kenmore Air Harbor House	6321 NE 175th Street	
Northlake Lutheran Church	6620 NE 185th Street	
Church of the Redeemer	6220 NE 181st Street	
Charles Thomsen House	7330 NE 170th Street	Yes

11

12 The above sites are located on **Figure LU-1**. ~~Most are potentially eligible for local landmark status. The~~
 13 ~~Kenmore Community Clubhouse was designated as a local landmark in 2015. The Thomsen House was~~
 14 ~~designated as a King County Landmark prior to Kenmore's incorporation. Both of these~~ The City's local
 15 landmark properties are described more fully below.

16 *Charles Thomsen House*

17 The Charles M. Thomsen House was built in 1927 ~~in the French Provincial Style and was designated as a~~
 18 ~~King County Landmark prior to Kenmore's incorporation in 1998.~~ While the vast majority of Period

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Revival style residences in King County are located in Seattle, the handful of Period Revival homes in formerly rural, unincorporated areas of the County consist of variations of the English Cottage and Colonial Revival Styles. The Thomsen EstateHouse is notable as it is the only known example of a rural residence constructed in the French Provincial Style and it is considered to be in good condition with many original features. The Charles Thomsen House may be eligible for the State of Washington Heritage Register or the National Register.

Kenmore Community Clubhouse

The Kenmore Community Clubhouse was constructed in 1929-1930 for the Kenmore Community Club and was designated as a local landmark in 2015. The Landmarks Commission's landmark designation report states that the Clubhouse is a rare surviving building that exemplifies the importance of clubs and civic organizations in early to mid-20th century King County. The Clubhouse has served as a meeting space for a wide variety of organizations and activities, especially during the 1930s, 40s and 50s, and is still being used for its original purpose.

St. Edward Seminary/Lodge at St. Edward State Park

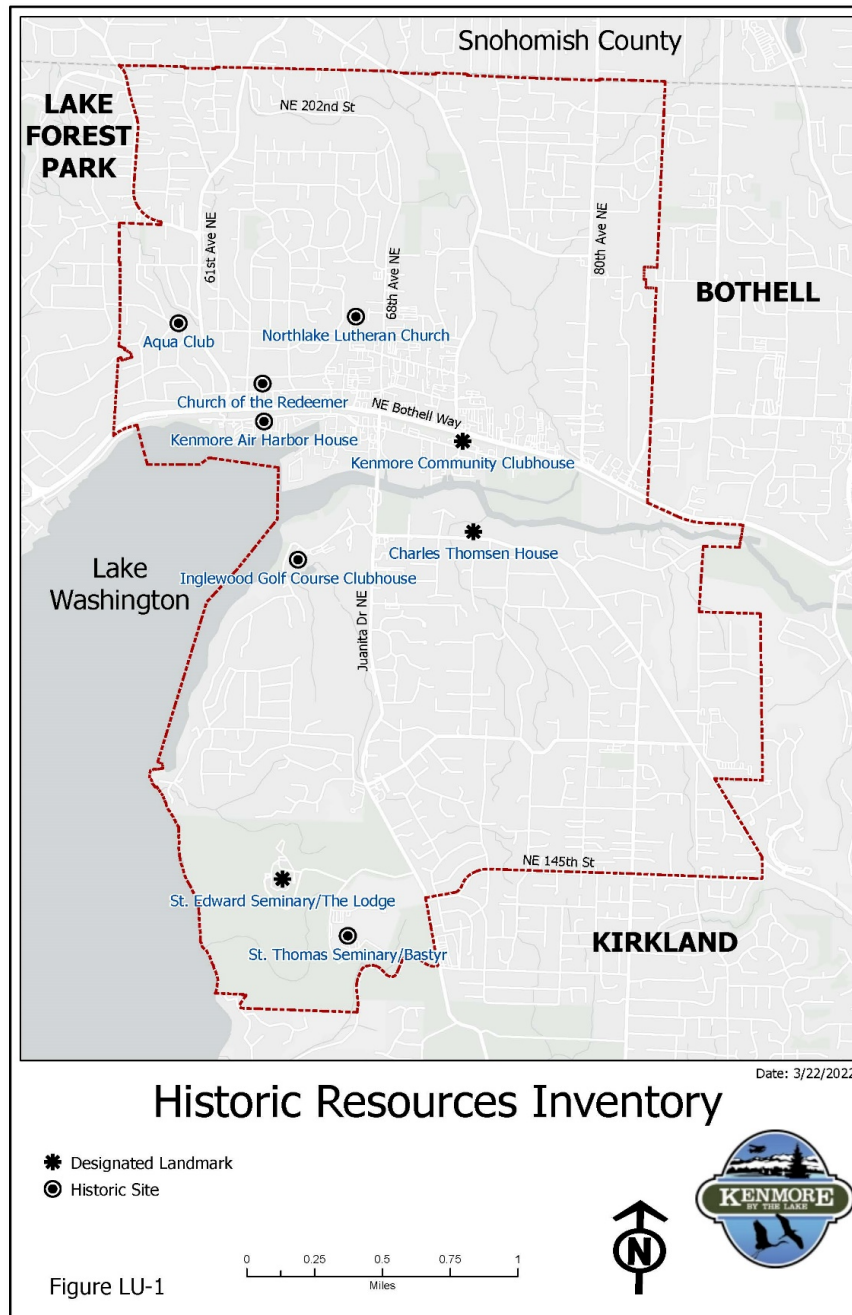
The St. Edward Seminary opened doors in 1931 as Washington State's first Catholic seminary for the education of diocesan priests. In the late 1930s, the school became the first fully accredited seminary in the United States. The building is a highly intact, large-scale example of the Late Romanesque Revival style and is the work of architect John Graham Sr. a prolific early 20th century architect in the Pacific Northwest whose most notable commissions in Seattle included the Space Needle, Frederick & Nelson Department Store, Dexter-Horton Building, and the former Bon Marche building. After declining enrollment, the seminary and its surrounding land were sold in 1977 to the State of Washington to become Saint Edward State Park. Beginning in 2017, Daniels Real Estate rehabilitated and restored the seminary building which had been vacant and fallen into disrepair. The Lodge at St. Edward State Park opened in 2021.

According to the State of Washington Office of Archaeology and Historic Preservation, tThe St. Edward Seminary is listed on the State of Washington Heritage Register and in the National Register of Historic Places. It was awarded local landmark status in 2018 at the same time the property was rehabilitated and restored into the Lodge at St. Edward State Park. The Charles Thomsen House may also be eligible for the Washington Heritage Register or the National Register.

TheA 2010-2011 reconnaissance survey also identified many homes in the Uplake Terrace neighborhood that may be eligible for local landmark status as representative of Mid-Century Modern architecture. Additional historic surveys would identify potential landmarks in other neighborhoods of the City.

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Land Use Patterns

This section analyzes existing land use patterns in the City of Kenmore. Both existing and planned land uses are addressed.

Existing Land Uses

The City of Kenmore boundaries encompass approximately 6.1 square miles of land. The City contains primarily single-family residential land uses, but also includes a variety of other uses as shown in **Table LU-A and Figure LU-2**. Kenmore is largely a built-out community with a limited amount of unconstrained vacant land suitable for development, but **with** significant opportunities for redevelopment.

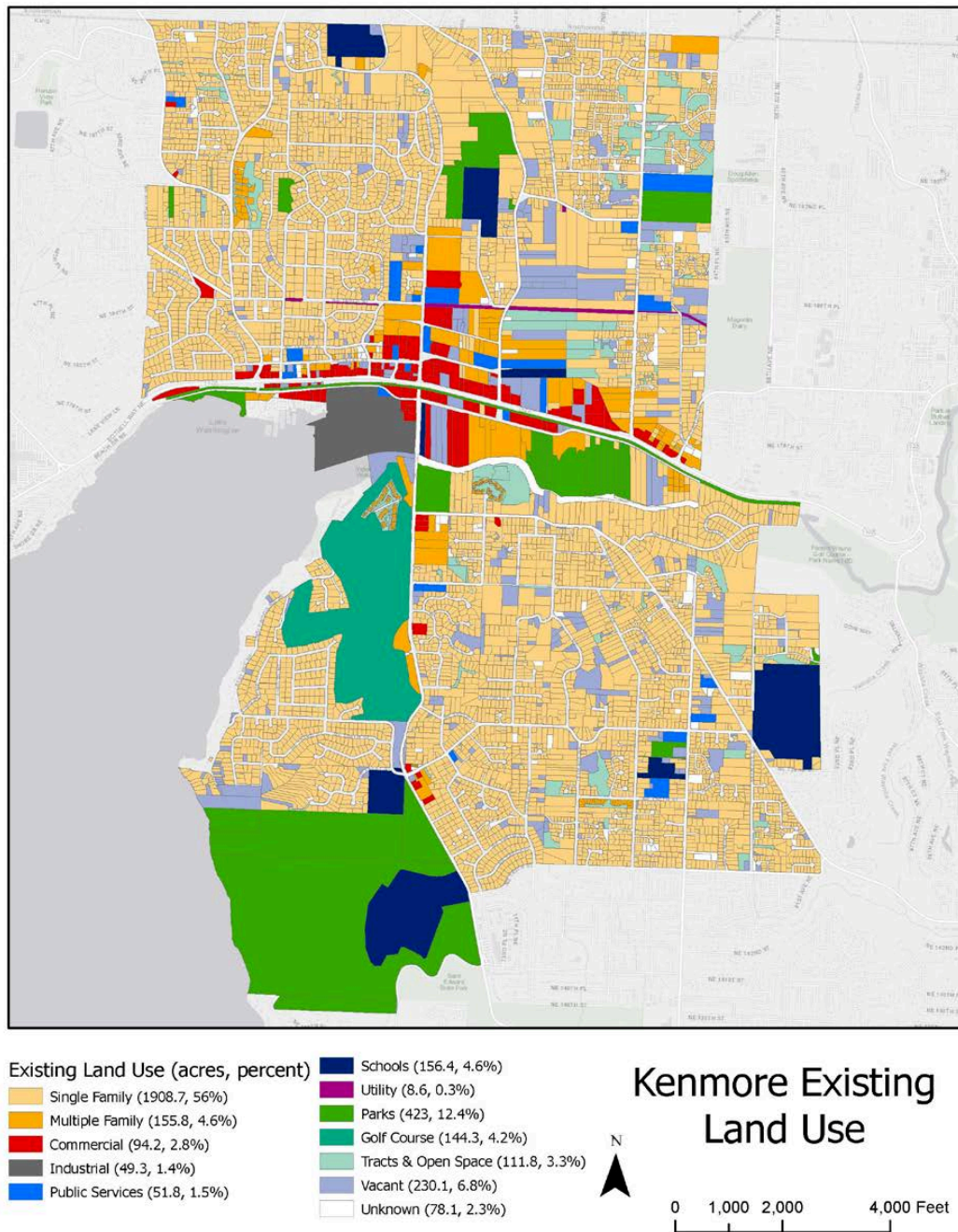
TABLE LU-A
2015-2022 LAND USE BY PARCELS - CITY OF KENMORE

CATEGORY	ACRES	PERCENT
Single-family	1908.7	56.0%
Multi-Family	155.8	4.6%
Commercial	94.2	2.8%
Industrial	49.3	1.4%
Public	51.8	1.5%
Schools	156.4	4.6%
Utility	8.6	0.3%
Parks	423.0	12.4%
Golf Course	144.3	4.2%
Open Space/Tracts	111.8	3.3%
Vacant	230.1	6.8%
Unknown	78.1	2.3%
TOTAL	3,412	100%
Note: Does not include rights-of-way		

Source: King County Department of Assessments

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1 Figure LU-2



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Most of the Kenmore's single-family residential growth will occur on remaining vacant parcels, ~~estimated at 102 acres not available in 2007~~, or as a result of infill development of partially developed properties. However, most of Kenmore's commercial growth would occur as redevelopment of developed lands.

Kenmore Air Harbor

Founded in 1946, Kenmore Air Harbor is a unique land use in the City. The seaplane base is located on a 5-acre property on the Lake Washington waterfront. The airline provides daily service to downtown Seattle, the San Juan Islands and Canada, and includes customs services for international flights.

The seaplane fleet has an average size of 20 single-engine planes. In ~~2015~~2019, about ~~half~~two-thirds of the fleet was made up of de Havilland Otters (the largest planes, accommodating up to 10 passengers). The other ~~half~~third was smaller de Havilland Beavers and two Cessna 180s. Given dock space constraints, the airport estimates that no more than 25 seaplanes will be based at Kenmore Air Harbor in the future, although the mix of planes may change to accommodate more of the larger aircraft. The Air Harbor also provides space for approximately 25 private airplanes.

During the summer season, approximately 110 "operations" per day (single takeoffs or landings) occur at Kenmore Air Harbor. On a typical winter day, 10 operations could be expected. In ~~2014~~2019, approximately ~~61,000~~65,000 passengers were served. July and August are the Air Harbor's busiest months.

The seaplanes are able to fly from dawn to dusk, however, the airport has a voluntary curfew in place, restricting operations in Kenmore before 7:30 a.m. on weekdays and before 8:30 a.m. on weekends.

Although all Kenmore Air seaplanes are based and maintained in Kenmore, half of them travel to Kenmore Air's Lake Union passenger terminal before traveling north to Canada and the San Juan Islands. The balance of the fleet travels directly from Kenmore to northern Canada.

Along with passenger services, the Air Harbor does seaplane restoration and maintenance on its property. Annual inspections may involve engine testing or other noise. Kenmore Air has a full parts department for de Havillands and Cessnas. They are, in fact, one of the largest seaplane parts supplier in North America. They also provide parts and technical support for Edo floats, although float manufacturing is done off-site.

During its summer peak, the Air Harbor employs approximately 250 people.

Two runways on Lake Washington are used: Waterway 16-34 is 10,000' long and 1,000' wide; Waterway 18-36 is 3,000' long and 1,000' wide. Most of the time, the seaplanes take off to the southwest. If the north wind is strong, the planes taxi farther down the lake and take off to the north near the Air Harbor.

Landing patterns at Kenmore Air Harbor are determined by wind direction, as aircraft normally land into the prevailing wind. If the wind is from the north, as it is during a typical summer day, aircraft fly northbound up the middle of the lake from the Sand Point area, then land to the north at Kenmore and taxi in to the dock. If the wind is from the south, which is more common during the winter months, aircraft fly a standard left rectangular traffic pattern and land to the south on the lake. The downwind leg of this pattern is flown over the golf course, the base leg just east of 68th Avenue NE, and the final approach leg

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approximately over the CalPortland property. On an annual basis, approximately 75% of all landings are northbound and 25% southbound.

There is a speed limit to reduce boat speeds in the seaplane waterway area that is monitored by the King County Harbor Patrol.

FUTURE LAND USE

When comparing **Figure LU-2**, Existing Land Use, and **Figure LU-3**, the Kenmore Land Use Plan (provided later in this Chapter), the future development pattern would show:

- **Protection/maintenance of single-family residential areas** ~~Neighborhoods offering a variety of residential housing types and densities ranging from low-density single-family areas to multi-family development in Downtown.~~ This is a key concept of the Vision Statement ~~is to protect single-family areas and concentrate most multi-family in Downtown~~ support a diversity of housing types to provide accommodations affordable to all residents.
- **Concentration of commercial and business uses locations where they are currently located or in areas targeted for conversion where compatibility can be ensured.** New commercial development would primarily occur in the form of redevelopment in Downtown and adjoining areas to minimize intrusion into ~~single-family areas~~ predominantly residential neighborhoods and to effectively concentrate these uses where alternative transportation modes are or will be available. ~~However, new opportunities for small-scale retail enterprises or services meeting the daily needs of residents may be located in neighborhoods if compatibility concerns are addressed. The Community Business district provides additional opportunities for mixed use development to support Downtown and the local community.~~
- **Phasing out of heavy manufacturing and industrial uses in favor of mixed uses (commercial and residential) and clean light manufacturing.** Existing heavy manufacturing and industrial uses would be phased out over time through market and regulatory forces, and mixed uses and clean light manufacturing would replace them. ~~New heavy manufacturing and industrial uses are prohibited.~~
- **Creation** ~~Continued development of a central place~~ vibrant downtown in Kenmore. Creating a Kenmore is both a High Capacity Transit Community and a Candidate Countywide Growth Center. Downtown is central to ~~the~~ this Vision Statement, provisions including providing a central place for the focal point for community growth and development, promotion of including centrally located multi-family and both mixed-use and standalone commercial development with access to alternative modes of transportation high capacity transit, civic buildings such as City Hall, the Post Office, the Library, the Hangar and Town Square, and other provisions amenities. The northwest quadrant of the 68th Avenue and SR 522 intersection is identified as an area for a concentration of smaller scale civic and mixed uses, while the southeast quadrant of the same intersection ~~The southeast and southwest quadrants of Downtown~~ would be developed with larger-scale private mixed-use master planned developments that restore and protect the Sammamish River and Lake Washington and provide public access to the waterfront. Lakepointe would develop as planned in the southwest quadrant of the intersection.
- **Transit-oriented development in the area centered on the Metro/Sound Transit Park and Ride.** This concentration of pedestrian-oriented mixed use residential development is at intensities that

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support and are supported by multi-modal transportation options, including bus rapid transit. Transit-oriented development reinforces Kenmore's designation as a High Capacity Transit Community.

- **Retention of institutional uses including government, schools, and public park properties.** The purpose of this classification is to identify and retain key public and private institutional uses in the City, to promote master planning of facilities, and to prevent conversion of significant properties to other residential or commercial uses without benefit of the rezone process.

Development Capacity

Development capacity considers vacant, underdeveloped and redevelopable property. A relatively small portion (~~about~~less than 5 percent) of the City's land is vacant. Although some land is vacant due to property owner preferences, some is likely vacant due to environmental constraints such as wetlands, flood hazards, or steep slopes.

Partially vacant land, where perhaps one home is located on a large parcel that, according to zoning, could be further subdivided, is considered to be underdeveloped. Much of the City's platting activity is now occurring on such larger, partially developed residential lots.

~~As evidenced by the Kenmore Village project, r~~Redevelopment of developed properties also can occur in the future. However, it is usually difficult to achieve redevelopment of properties, particularly in a downtown context. Often parcels are small and under multiple ownerships. In order to create a viable project in the market, consolidation of properties is needed.

To determine future development capacity, vacant and partially developed lands were reviewed as part of the 2021 King County ~~Buildable Lands~~Urban Growth Capacity Report project. The methodology for the jobs and housing capacity estimates is provided in the ~~report~~King County Buildable Lands Report 2014.

~~Assuming development in accordance with the Kenmore Land Use Plan and using 2012 as the base year, the City could accommodate an additional 4,503 housing units and an additional 3,945 jobs.~~

The City's ~~2012-2031~~2019-2044 housing unit growth target established by the King County Countywide Planning Policies is 2,9803,070 housing units. The adopted Land Use Plan would provide enough zoned capacity, and a more than sufficient market cushion, to exceed the ~~2034~~2044 housing unit target. Calculated residential capacity in 2021 was 4,135 dwelling units—a 1,065 unit surplus.

Jobs capacity also is greater than the City's ~~3,897~~3,200 jobs target, although not by much. The 2021 calculated jobs capacity was 3,881 jobs.

PLAN AMENDMENTS

The Growth Management Act recognizes that Comprehensive Plans are dynamic rather than static, and should be evaluated regularly to ensure that they respond to changing needs of the community and respond to new Federal or State law. In accordance with the Growth Management Act, and Policy LU-2.1.5 of this Element, the City will allow for an amendment process to consider changes to the essential components of the Comprehensive Plan, including Goals, Objectives, and Policies.

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The City is required to institute a public participation program identifying procedures whereby proposed amendments or revisions of the comprehensive plan are considered by the City Council no more frequently than once every year, except that amendments may be considered more frequently under the following circumstances:

- The initial adoption of a subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea
- The adoption or amendment of a Shoreline Master Program under the procedures set forth in chapter 90.58 RCW
- The amendment of the Capital Facilities Element that occurs concurrently with the adoption or amendment of the City budget
- Amendments or revisions to the City's comprehensive plan when an emergency exists or to resolve, if appropriate, an appeal of the Comprehensive Plan filed with the Growth Management Hearings Board or with the court.

Aside from the exceptions above, all proposals are to be considered by the City Council concurrently so the cumulative effect of the various proposals can be ascertained.

GOALS, OBJECTIVES, AND POLICIES

Following are the general land use goals, objectives and policies. ~~In some cases, policies are cross-referenced in more than one Element or Sub-Element and this is noted by a policy reference in italics (e.g., H 26.1.2).~~

GOAL 1. *ENHANCE KENMORE'S QUALITY OF LIFE AS A PLACE ~~FOR PEOPLE OF ALL AGES TO LIVE, RAISE CHILDREN, RECREATE, WORK, SHOP, AND SOCIALIZE.~~*

OBJECTIVE 1.1 Provide a community atmosphere that is ~~friendly and inclusive and family-friendly, with a small town feeling that~~ **supporting diversity and fostering a sense of belonging and pride in all residents.**

Policy LU-1.1.1 Recognize and support people of color, indigenous and immigrant populations, and other individuals or groups who have historically been underrepresented in community goal-setting and implementation.

Policy LU-1.1.2 Encourage the involvement of historically-marginalized groups when discussing policies that will impact their neighborhoods and communities. Provide outreach in multiple formats and languages.

Policy LU-1.1.3 Consider the impact of City policies, programs and projects on groups whose voices may not regularly be heard.

Policy LU-1.1.4 Evaluate planning approaches for potential residential and commercial displacement and use a range of strategies to mitigate displacement impacts.

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- 1 Policy LU-1.1.5 Make Kenmore a community where all people love where they live.
- 2
- 3 **OBJECTIVE 1.2 Promote the mental and physical health of all community members.**
- 4 Policy LU-1.2.1 Create healthy, viable, and safe neighborhoods where all people can live, work
- 5 and play, regardless of color, age, income, or ability.
- 6 Policy LU-1.4.2.2 Through land use policies and development regulations that are consistent with
- 7 state and federal laws, limit land uses and activities that may result in harmful
- 8 secondary effects to the community, such as crime, vandalism, or neighborhood
- 9 deterioration. Consider spacing requirements, buffers, landscaping, access,
- 10 signage controls, business license and operating requirements, as well as other
- 11 mechanisms to control secondary impacts.
- 12 Policy LU-1.2.3 Ensure fairness and equity in distributing community amenities such as parks and
- 13 community facilities to provide all residents with opportunities to enjoy the
- 14 benefits of a rich social and physical environment.
- 15 Policy LU-1.2.4 Strive to make City capital projects and community events accessible to those
- 16 with physical impairments.
- 17 Policy LU 1.1.1 Encourage development within Kenmore that creates and supports a healthy and
- 18 diverse community. Kenmore should contain affordable housing and employment
- 19 opportunities and should protect the natural environment and significant cultural
- 20 resources.
- 21 Policy LU-1.4.3.5 Use incentives, regulations and programs to support land use patterns and
- 22 development standards that encourage physical activity through walking and
- 23 bicycling.
- 24 Policy LU-1.4.4.2.6 Consider small-scale, neighborhood commercial uses within walking or bicycling
- 25 distance of homes to increase residents' opportunities to meet their daily needs
- 26 without having to drive. Encourage businesses to locate in Kenmore so that
- 27 residents have more opportunities to walk or bicycle to work.
- 28 Policy LU-1.2.7 Continue to support projects that improve the quality of both the built and natural
- 29 environments to support a thriving community and reduce disparate health and
- 30 environmental impacts, especially to low-income and disadvantaged
- 31 communities. Clean air, water and soil, and a healthy ecosystem are critical for
- 32 human health.
- 33 **OBJECTIVE 1.23 Endeavor to provide a complete community, compatible in character and**
- 34 **design, containing housing, shops, work places, schools, parks, civic facilities,**
- 35 **and community services.**
- 36 Policy LU-1.23.1 Ensure that Kenmore's plans consider all the issues, resources and needs that make
- 37 a community whole, including land use, civic, cultural, recreation, transit, health,

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- 1 human services, natural environment, and the provision of infrastructure and other
2 services.
- 3 Policy LU-1.23.2 Provide adequate land capacity for residential growth, and for a full range of
4 commercial uses in Kenmore. This land capacity should include both redevelopment
5 opportunities as well as opportunities for development on vacant lands.
- 6 Policy LU-1.23.3 Integrate non-residential uses such as governmental, utility, religious, social, and
7 other institutional uses, where appropriate, into residential neighborhoods to create
8 quality communities which have a full range of public facilities and services. These
9 uses should be sited, designed, and scaled to be compatible with existing
10 residential character.
- 11 **OBJECTIVE 1.14** **Encourage the availability of healthy, affordable, culturally acceptable food**
12 **for all community residents.**
- 13 Policy LU-1.14.1 Through land use regulations and economic development, encourage locally-based
14 food production, distribution and choice.
- 15 Policy LU-1.14.2 Where appropriate, encourage the development of community gardens and
16 farmers' markets as a means to encourage community-building, support local
17 agriculture and promote economic development.
- 18 **OBJECTIVE 1.35** **Maintain and enhance the character of existing single-family all residential**
19 **neighborhoods by allowing compatible housing, improving infrastructure**
20 **and walkability, and establishing appropriate site development standards.**
- 21 Policy LU-1.35.1 Ensure that zoning regulations emphasize single-family dwellings as the principal
22 use in the City's established single-family neighborhoods, provide for a range of
23 housing types and densities, such as lower-density single-family neighborhoods,
24 medium-density neighborhoods that combine single-family housing with duplexes,
25 triplexes and cottage housing, and neighborhoods with larger-scale multifamily
26 developments.
- 27 Policy LU-1.35.2 Provide development standards that create a consistent and compatible pattern of
28 development within residential neighborhoods. Development standards should
29 address housing densities, lot dimensions, building setbacks and height,
30 impervious surface limitations, management of surface water with an emphasis on
31 low impact development, tree retention, access, parking, and other standards.
32 Regulations addressing building size and design also may be appropriate in some
33 locations.
- 34 Policy LU-1.35.3 Provide regular and appropriate levels of investment in transportation, surface
35 water and parks maintenance and improvements within residential neighborhoods,
36 consistent with the City's capital improvement priorities. Encourage special
37 districts to provide services and maintain infrastructure within residential
38 neighborhoods consistent with adopted service and capital improvement plans.
39 *(see Policy H 26.1.2)*

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OBJECTIVE 1.46 Create a climate that fosters business creation and retention that positively contributes to the City's quality of life.

Policy LU-1.46.1 Provide adequate land for commercial development of a character which enhances the community's goals, augments the tax base, and does not adversely affect the natural environment.

Policy LU-1.6.2 Support the large number of home-based businesses in Kenmore and recognize their importance as a way to keep jobs closer to home.

Policy LU-1.46.23 Ensure zoning regulations accommodate a range of allowable business and commercial uses in appropriate locations at the neighborhood, community, and regional levels.

OBJECTIVE 1.57 Identify and prioritize properties for public acquisition and use.

Policy LU-1.57.1 During the 20-year planning period, identify community needs and site the following facilities or uses in accordance with the Downtown-Sub-Capital Facilities Element, the Housing Element, and the Parks, Recreation and Open Space Element:

- Town Green and Community BuildingPublic Works facility
- Affordable housing
- Parkland, particularly on the waterfront or in under-served areas
- Open space to preserve environmentally sensitive areas, including those areas that protect and enhance the City's wetlands and receiving water bodies, where regulatory measures alone are insufficient.

Policy LU-1.57.2 Encourage public and private community service providers, including the City of Kenmore, to share or reuse facilities when appropriate, to reduce costs, conserve land and provide convenience and amenity for the public. Joint siting and shared use of facilities should be encouraged for schools, community centers, health facilities, cultural facilities, libraries, swimming pools, institutional properties, and other social and recreational facilities.

Policy LU-1.57.3 Promote site development which provides utilities and infrastructure that are maintainable, aesthetically pleasing, and have several functions, such as surface water facilities designed as accessible open spaces for a development.

GOAL 1.1. — DEVELOP AND MAINTAIN A SUSTAINABILITY ACTION PLAN, OUTLINING STEPS THE COMMUNITY (INCLUDING CITIZENS, BUSINESSES, CITY ADMINISTRATION AND THE CITY COUNCIL) CAN TAKE TO SUPPORT SUSTAINABLE ECONOMIC PROSPERITY, SOCIAL EQUITY AND ENVIRONMENTAL HEALTH IN KENMORE.

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OBJECTIVE 1.1.1 Encourage the availability of healthy, affordable, culturally acceptable food for all community residents.

Policy LU 1.1.1.1 Through land use regulations and economic development, encourage locally based food production, distribution and choice.

Policy LU 1.1.1.2 Where appropriate, encourage the development of community gardens and farmers' markets as a means to encourage community building, support local agriculture and promote economic development.

GOAL 2. PROVIDE FOR ORDERLY DEVELOPMENT.

OBJECTIVE 2.1 Implement the Comprehensive Plan Land Use Map.

Policy LU-2.1.1 Designate the proposed general distribution, general location and extent of the uses of land, where appropriate, for housing, commerce, offices, recreation, open spaces, public utilities, public facilities, and other land uses. The official Comprehensive Plan Land Use Map is included as **Figure LU-3**.

Policy LU-2.1.2 Implement a range of residential, commercial, and public land use classifications:

- a. Table of Districts and Densities Land Use Classifications and Implementing Districts. Utilize the following table to establish land use districts and basic and maximum densities allowed in the City.

LAND USE/ ZONE DISTRICT CLASSIFICATION	BASE DENSITY/ MAXIMUM DENSITY WITH BONUS ¹ IMPLEMENTING ZONING DISTRICT
Residential 1 Dwelling Unit Per Acre (R-1) Low Density Residential	1 (4) ² R-1, R-4, R-6
Residential 4 Dwelling Units Per Acre (R-4)	4 (6)
Residential 6 Dwelling Units Per Acre (R-6)	6 (9)
Residential 8 Dwelling Units Per Acre (R-8)	8 (12)

¹ Maximum density may be exceeded when a significant public benefit is provided. Examples include transit-oriented development, MHC preservation, or an approved development agreement.

² In the R-1 zone, the base density of 1 unit per acre may be transferred onsite to less constrained property. The bonus indicated in parentheses may only be transferred off site to a density-receiving area such as the Downtown. Bonus criteria are subject to requirements of the Kenmore Municipal Code.

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LAND USE/ ZONE DISTRICT CLASSIFICATION	BASE DENSITY/ MAXIMUM DENSITY WITH BONUS ¹ IMPLEMENTING ZONING DISTRICT
Residential 12 Dwelling Units Per Acre (R-12) Medium Density Residential	12 (18) R- 6 M, R-12
Residential 18 Dwelling Units Per Acre (R-18) High Density Residential	18 (27) R-18, R-24, R-48, UR
Residential 24 Dwelling Units Per Acre (R-24) Manufactured Housing Community- (MHC)	24 (36) 12 to 20 MHC
Downtown Residential	48 to 72 (72) DR
Neighborhood Business- (NB)	8 (24) NB
Community Business- (CB)	24 (36) CB
Waterfront Commercial- (WC)	48 (72) WC
Urban Corridor- (UC)	48 (72) UC
Regional Business- (RB)	48 (72) RB
Downtown Commercial	48 to 72 (72) DC
Public and Private Facilities- (PPF)	n/a PSP
Special Study Area	Special District n/a

- b. ~~District~~ Land Use Classification Descriptions. Utilize the following purpose statements to distinguish the land use ~~districts~~ classifications.

- Residential: The purposes of the Residential ~~Districts~~ land use classifications are to implement Comprehensive Plan policies for housing quality, diversity, and affordability, and to efficiently use land, public services (including high-capacity transit), and energy while ensuring environmental protection. ~~In the R-1 district, the primary uses are single detached dwellings clustered as appropriate in relation to environmental constraints. In the R-4 through R-8 districts, Residential District purposes are accomplished by providing for predominantly single detached dwelling units on lot sizes that vary according to district. In the R-12 through R-24 districts, Residential District purposes are accomplished by allowing for a mix of predominantly apartment and townhouse dwelling units with a variety of densities according to district. In the Residential Districts, accessory uses and complementary~~

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nonresidential uses that are compatible with residential communities may be allowed.

▪ **Low Density Residential:** In this classification, land uses are predominantly single detached dwelling units on lot sizes that vary according to district but with an overall base density of one to ~~six~~four dwelling units per acre. In the R-1 and R-4 districts, uses are clustered as appropriate in relation to environmental constraints.

▪ **Medium Density Residential:** In this classification, a diversity of compatible housing types is expected at base densities generally between six and 18 dwelling units per acre. Higher densities may be permitted to allow particular “Missing Middle” housing types. Housing may include single detached dwelling units, duplexes, triplexes, cottage housing, and small-scale apartment buildings, depending on district.

▪ **High Density Residential:** In this classification, land uses are predominantly larger apartment or condominium buildings with a variety of densities according to district. Base densities generally exceed 18 dwelling units per acre. In the area near the Metro/Sound Transit Park and Ride, development intensities support and are supported by multi-modal transportation options, including high capacity transit. The provision of affordable housing is a key feature of this transit-oriented development.

• **Manufactured Housing Community:** The Manufactured Housing Community ~~Districtclassification~~ is intended to ensure consistency with RCW 36.70A.070(2)(c) which requires that sufficient land be available for all types of housing including manufactured housing. The Manufactured Housing Community ~~Districtclassification~~ promotes residential development that is higher density than single-family, but single-family in character. The ~~is~~ land use ~~designationclassification~~ is assigned to existing manufactured housing communities.

• **Downtown Residential:** The Downtown Residential ~~Districtclassification~~ provides higher density residential development in support of the Downtown Commercial ~~Districtclassification~~. Limited retail and office uses are also allowed as part of mixed-use developments. The ~~Districtclassification~~ represents an opportunity to provide a range of housing types in the community with attention to appearance and scale. ~~The Downtown Residential land use plan classification is implemented by the Downtown Residential zone.~~

Some limited existing uses requiring vehicle storage that continue to contribute to the economic vitality of downtown are permitted to continue their business on existing properties, but are encouraged to

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- 1 transition the use of their properties to those more in keeping with the
2 first paragraph of this intent statement.
- 3 • Neighborhood Business: The purposes of the Neighborhood Business
4 **Districtclassification** are to provide convenient daily retail and personal
5 services for a limited service area, to minimize the impacts of
6 commercial activities on nearby properties, and to provide for limited
7 residential development.
 - 8 • Community Business: The purpose of the Community Business
9 **Districtclassification** is to provide pedestrian-friendly, mixed-use
10 development that both supports larger mixed-use and commercial areas
11 with its residential development, and provides small-scale retail,
12 educational, and personal service uses, and offices, for the local
13 community. Allowable uses include office uses and mixed-use (housing
14 and retail/service) developments. Commercial uses with extensive
15 outdoor storage and industrial uses would be discouraged in the
16 Community Business **Districtclassification**.
 - 17 • Waterfront Commercial: The purpose of the Waterfront Commercial
18 **Districtclassification** is to focus on existing water-dependent uses, but
19 also to allow eating and drinking places, temporary lodging and other
20 uses to support marina and airport development. Compatible light
21 manufacturing would be appropriate. Office and mixed use multifamily
22 development are desirable for the future.
 - 23 • Urban Corridor: The Urban Corridor **Districtclassification** is located
24 along SR-522. The overall vision is to convert the area on the south side
25 of the highway from a commercial strip corridor to an area of primarily
26 office and multifamily development, taking advantage of lake views and
27 proximity to transit.
- 28 On the north side of the highway, west of downtown, the area would
29 continue to be a mix of restaurant, retail and service uses, with additional
30 opportunities for office and mixed use multifamily development.
- 31 East of downtown, portions of the district (nearest the transit center)
32 would be an enterprise zone, allowing for a wide range of commercial
33 uses, including bulk retail, as well as **high-density—standalone**
34 multifamily development **with affordable housing requirements**. Farther
35 to the east, near the city limits, office and multifamily uses are
36 envisioned.
- 37 New auto-oriented businesses would be prohibited throughout the
38 district.
- 39 • Regional Business: The purposes of the Regional Business
40 **Districtclassification** include to provide for the broadest mix of retail,

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office, wholesale, and service uses, with compatible storage and light manufacturing uses, serving regional market areas and offering significant employment opportunities. These purposes are accomplished by supporting existing businesses, while encouraging compact and mixed-use development that is supportive of transit and pedestrian travel for the future. Industrial and heavy manufacturing uses are no longer appropriate in this district classification.

- **Downtown Commercial:** The Downtown Commercial District classification features a mix of private and public uses designed to create a small town feel, and pedestrian-friendly environment downtown consistent with Kenmore's designation in the Regional Growth Strategy as a High Capacity Transit Community and as a Candidate King County Countywide Growth Center. Public places, sidewalks, extensive landscaping, transit-orientation, shared or structured parking, protection of environmentally sensitive areas, affordable housing, and high quality design and signage are key features. Permitted uses emphasize mixed or multiple use developments, and include high-density housing, civic and governmental uses, offices, small-scale commercial and retail businesses, and locally oriented professional and personal services.

Uses not compatible with the Downtown Commercial intent such as those which require vehicle or materials storage, service bays, wide curb cuts, expanses of exterior product display or storage, or produce little customer or visitor activity are discouraged. Park and Ride/Transit Centers are promoted along SR 522, particularly in the Northwest Quadrant of the 68th Avenue NE/SR 522 intersection.

Some limited existing uses that require vehicle storage and continue to contribute to the economic vitality of downtown Kenmore are permitted as existing uses on existing properties, though the use is encouraged to transition use of the property to those more in keeping with the first paragraph of this purpose statement. The Downtown Commercial land use plan classification is implemented by the Downtown Commercial zone.

- **Public and Private Facilities:** The purpose of the Public and Private Facilities District classification is to identify and retain public and private lands primarily utilized for parks, recreation, schools, medical facilities (e.g. hospitals, clinics, medical districts etc.), non-profit service uses and organizations, utilities, government buildings, and other administrative or institutional uses. In some locations, housing may also be an appropriate use. Master plans would be encouraged to determine the type and extent of these primary uses as well as compatible accessory uses. Development regulations include a process to reclassify smaller properties to the zone most prevalent immediately

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surrounding the site subject to the provision of information by the institution about the need to convert to a different use.

- Special Study Area – Bastyr University: The City has designated the St. Thomas Seminary property, owned by Bastyr University as a Special Study Area recognizing the Bastyr University Master Plan approved in December 2009 that will guide the development of the property. The land use designation for the Campus is Public and Private Facilities and development activities on the Campus will be limited to activities and levels of use as specified in the approved Master Plan and implementing zone of Public and Semi-Public.

The Bastyr University Campus Master Plan is adopted for the approximately 50-acre property in the City and is illustrated in **Figure LU-3A**. The Bastyr University Master Plan and the applied zoning provide for a coordinated multi-use higher education center meeting the vision of the University and the City to support diverse and continuing education opportunities, strengthen the City's economic base, and protect natural features. **Figure LU-3A** is considered a conceptual graphic, and minor modifications (KMC 19.23.050.A) to site development consistent with City master plan and zoning regulations are considered consistent with the Comprehensive Plan. The City's long term interest in the property is to have continued use of the site by Bastyr University or a similar institution with public access/use maintained through the use of a purchase of development rights, out-right purchase of portions of the property, off-site density transfers or joint use agreements.

- Special Study Area – Plywood Supply: The City has designated the Plywood Supply property south of NE 175th Street as a Special Study Area while the City works with property owners to complete a master plan that will guide the development of the property. In order to allow the master planning process to proceed, the property will retain its underlying RB designation for comprehensive planning purposes while development of that master plan is proceeding.

Special Study Areas—Lakepointe and Glacier Northwest. Although these are two independent special study areas, given their close proximity and shared waterfront location they should be planned and developed in a consistent and compatible manner.

- Lakepointe—Mixed Use Master Plan: The City has designated Lakepointe as a Special Study Area recognizing its significant size and waterfront location on both the Sammamish River and Lake Washington. A site development permit and Master Plan are approved for the Lakepointe site cohesive development plan should be prepared for the site to guide development of the property specifying permitted uses and development consistent with the following goals: Property Specific (P suffix) Development Standards. Northshore Comprehensive Plan Policies K 11 and K 12, adopted in Exhibit "C"

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to Ordinance 98-0027 that was reaffirmed in Ordinance 03-0177, continue to be in effect for this property.

1. Develop a mixed-use pedestrian-oriented urban village, providing some affordable housing;
2. Apply design standards consistent with expectations for Kenmore's downtown;
3. Minimize surface parking;
4. Provide substantial public access to, and use of, the Lake Washington and Sammamish River waterfronts, including a community open space for use by the general public;
5. Provide easily accessible public viewpoints, and protect view corridors to Lake Washington;
6. Provide pedestrian and bicycle linkages to the downtown core, nearby parks and the Burke-Gilman Trail;
7. Recognize and support the site's unique role in the regional transportation network, including connections to bus rapid transit along SR-522, the Kenmore Air Harbor, and a potential Lake Washington passenger ferry;
8. Provide a strong transportation demand management program that facilitates transit use;
9. Create an environmentally-sensitive and sustainable development, including reduced car infrastructure, low impact development, protection of water quality and critical areas, mitigation for impacts to the shoreline edge through shoreline restoration and riparian vegetation enhancement, and enhancement of fish and wildlife habitat.

- Special Study Area—Glacier Northwest: The City has designated the Glacier Northwest property as a Special Study Area recognizing its size and waterfront location on Lake Washington. A cohesive development plan should be prepared for the site to guide redevelopment of the property consistent with the following goals:

1. Develop a mixed-use pedestrian-oriented area, providing some affordable housing;
2. Apply design standards consistent with expectations for Kenmore's downtown;
3. Minimize surface parking;
4. Provide public access to, and use of, the Lake Washington waterfront, including a community open space for use by the general public;
5. Provide easily accessible public viewpoints, and protect view corridors to Lake Washington;
6. Provide pedestrian and bicycle linkages to the downtown core, nearby parks and the Burke-Gilman Trail;
7. Recognize and support the site's unique role in the regional transportation network, including connections to bus rapid transit along SR-522, the Kenmore Air Harbor, and a potential Lake Washington passenger ferry;

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- 1 8. Provide a strong transportation demand management program that
 2 facilitates transit use; and
 3 9. Create an environmentally-sensitive and sustainable development,
 4 including reduced car infrastructure, low impact development,
 5 protection of water quality and critical areas, mitigation for impacts
 6 to the shoreline edge, and enhancement of fish and wildlife habitat.
 7
 8
 9 Policy LU-2.1.3 ~~Multi-family~~High density residential classifications should be applied as follows:
 10
 11 a. Primarily located in or near the Downtown area and in the area of transit-
 12 oriented development near the Metro/Sound Transit Park and Ride~~in~~
 13 mixed use developments and in neighboring areas already containing
 14 multi-family uses;
 15
 16 b. In or next to Regional, Community, or Neighborhood Business Centers;
 17 and,
 18 c. Where ~~Ec~~existing or planned transportation capacity should be adequate
 19 to accommodate projected travel demand.
 20
 21 Policy LU-2.1.4 Commercial classifications should be:
 22
 23 a. Located along Principal or Minor arterials or on collector streets that
 24 intersect with arterials within 1/2 mile. Existing or planned transportation
 25 capacity should be adequate to accommodate projected travel demand;
 26
 27 c. Encouraged near trails to provide opportunities for small-scale pedestrian-
 28 oriented development serving passers-by.
 29
 30 d. Strategically located to maximize the potential success of the hierarchy of
 31 commercial classifications. The priority area for commercial development
 32 should be the Downtown;
 33
 34 e. Sized appropriately to accommodate sufficient land to accommodate
 35 community business and services needs;
 36
 37 f. Located in areas with current or planned pedestrian access; and
 38
 39 g. Commercial designations should be expanded only when it can be
 demonstrated that conditions have changed since the original commercial
 classification boundaries were determined, and there is a demonstrated
 community need.

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- 1 Policy LU-2.1.5 Consider proposed Comprehensive Plan Amendments each calendar year
 2 concurrently so that the cumulative effect of the proposals can be determined. The
 3 City may consider some amendments outside of the normal review cycle such as
 4 amendments to the Capital Facilities Element, Shoreline Master Program, adoption
 5 of a subarea plan, emergency amendments, or others as authorized in the Growth
 6 Management Act. All proposed Comprehensive Plan Amendments should include
 7 the following elements:
- 8 a. A detailed statement of what is proposed to be changed and why;
 - 9 b. A statement of anticipated impacts of the change, including geographic
 10 area affected and issues presented;
 - 11 c. A demonstration of why existing Comprehensive Plan guidance should
 12 not continue in effect or why existing criteria no longer apply;
 - 13 d. A statement of how the amendment complies with the Growth
 14 Management Act's goals and specific requirements;
 - 15 e. A statement of how the amendment complies with the Kenmore Vision
 16 Statement;
 - 17 f. A statement of how functional plans and capital improvement programs
 18 support the change; and
 - 19 g. Public review of the recommended change, necessary implementation
 20 (including area zoning if appropriate) and alternatives.
- 21 Policy LU-2.1.6 Ensure proposed Comprehensive Plan policy amendments ~~are accompanied by~~
 22 ~~any result in~~ changes to development regulations, modifications to capital
 23 improvement programs, ~~and revised~~ subarea, neighborhood, and functional plans
 24 ~~required for implementation so that regulations will be consistent as necessary to~~
 25 ~~ensure consistency with~~ between the Plan ~~and the implementing regulatory and~~
 26 ~~budgetary frameworks.~~
- 27 **OBJECTIVE 2.2 Prepare clear development regulations consistent with the Comprehensive**
 28 **Plan.**
- 29 Policy LU-2.2.1 Prepare zoning maps, classifications, and development standards that are
 30 consistent with the Comprehensive Plan and functional plans.
- 31 Policy LU-2.2.2 To provide flexibility as times and development conditions change, address
 32 possible amendments to the P-suffix and special district overlay requirements
 33 through the development agreement process. If development standards are
 34 modified or eliminated, offsetting public benefits must be provided.
- 35 Policy LU-2.2.3 Kenmore's regulation of land use should:
- 36 a. Protect public health, safety, and general welfare;

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- 1 b. Protect environmentally-sensitive areas, including wetlands,
 2 groundwater, streams, Lake Washington, the Sammamish River and
 3 Puget Sound.
 4
 5 c. Support tree preservation, whenever possible.
 6
- 7 bd. Implement and be consistent with the Comprehensive Plan and other
 8 adopted land use goals, policies, and plans;
- 9 ee. Be expeditious, predictable, clear, straightforward, and internally
 10 consistent;
- 11 df. Treat all members of the public equally and base regulatory decisions
 12 wholly on the applicable criteria and code requirements; and,
- 13 g. Provide clear direction for resolution of regulatory conflict;
- 14 eh. Be enforceable, efficiently administered, and provide appropriate
 15 incentives and penalties;
- 16 fi. Be consistently and effectively enforced;
- 17 gi. Create public and private benefits worth their cost;
- 18 hk. Be coordinated with timely provision of necessary public facilities and
 19 services;
- 20 il. Be coordinated with special purpose districts and other public agencies to
 21 promote compatible development standards in Kenmore;
- 22 jm. Be responsive, understandable, and accessible to the public;
- 23 kn. Provide effective public notice and reasonable opportunities for the public
 24 (especially those directly affected) to be heard and to influence decisions;
- 25 lo. Avoid intruding on activities involving constitutionally protected
 26 freedoms of speech, petition, expression, assembly, association and
 27 economic competition, except when essential to protect public health,
 28 safety and welfare (and then the restriction should be no broader than
 29 necessary); and
- 30 np. Provide for relief from regulations when they would deprive a property of
 31 reasonable use, and when such relief would neither endanger public health
 32 and safety nor conflict with adopted use policies.
- 33 **OBJECTIVE 2.3** **Establish a system of densities and development standards that allows for**
 34 **efficient infrastructure and service delivery while protecting environmental**

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- resources, and ~~acknowledging neighborhood character~~ **ensuring compatibility between different building types.**
- Policy LU-2.3.1 Through future planning efforts over the next twenty years, seek to achieve ~~an average zoning density of at least seven homes per acre in the City through a mix of residential densities and housing types, appropriately located. Higher density classifications should be applied primarily in and around the Downtown and in the transit-oriented development area near the Metro/Sound Transit Park and Ride. Medium density classifications should be applied within a walkable and/or bikeable distance to transit and services. Lower density classifications, generally no less than four dwelling units per acre, should be applied to established single-family neighborhoods without easy access to transit and services.~~ A lower density zone may be used to recognize significant environmentally sensitive areas.
- Policy LU-2.3.2 When considering density increases or reduced lot sizes, use tools such as building size and form regulations and design standards to address issues of neighborhood compatibility.**
- Policy LU-2.3.23 Apply minimum density requirements to residential and mixed-use zones of twelve or more homes per acre when consistent with the vision for a given zone.
- Policy LU-2.3.4 In the Downtown Commercial classification, adopt a minimum floor area ratio (FAR) to promote multi-story development.**
- Policy LU-2.3.35 Review Uniform Building codes and make amendments to remove barriers to achieving desired densities, such as increased stories of wood frame construction.
- Policy LU-2.3.46 Use regulations, incentives, open space acquisition, or, where these measures are not adequate, use low density zoning to protect floodplains, riparian corridors, high value wetlands, and unstable slopes from degradation, and to encourage linking these environmental features into a network of open space, fish and wildlife habitat. In sensitive areas, some density may be transferred onsite to less constrained areas, or density may be transferred off-site to specified receiving areas, such as the Downtown.
- Policy LU-2.3.57 ~~In some areas, use~~ Through density incentives, ~~to encourage development of innovative low-cost affordable~~ housing, or significant open space, public parks and public trails. Where provided, encourage public parks and public trails to be part of a network consistent with the Parks, Recreation, and Open Space Element goals, objectives, and policies. Additionally, in the Downtown, density incentives or other incentives should be provided for shared and structured parking, or consolidation of lots. Consider performance-based measures to achieve this policy. Ensure benefits, for example, significant open space, are in proximity to the development site.
- Policy LU-2.3.8 In parts of Downtown near transit, in the high-density residential classification near the Metro/Sound Transit Park and Ride, and in the Urban Corridor**

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- 1 classification east of 73rd Avenue NE, require inclusion of affordable housing in
2 new residential or mixed use development.
- 3 **OBJECTIVE 2.4 Coordinate land use, road, and utility planning.**
- 4 Policy LU-2.4.1 Establish priority areas for public facility and service improvements, especially for
5 transportation. These priority areas should be located where public facility and
6 service improvements would most effectively advance the City of Kenmore's
7 growth and development as a Candidate Countywide Growth Center, or the City's
8 goals for economic development, ~~Downtown revitalization~~ neighborhood
9 improvement, environmental protection, energy efficiency, or affordable housing
10 objectives. Priority areas will shift over time as improvements are installed and
11 adopted service level standards are attained.
- 12 Policy LU-2.4.2 Implement an annual monitoring program to assess land use development trends,
13 and service and infrastructure provision. If service deficiencies, such as city,
14 county and state roads, public water supply and wastewater treatment, or
15 communication infrastructure are identified, the City of Kenmore and the affected
16 service providers should adopt Capital Improvement Programs to remedy
17 identified deficiencies in a timely fashion, or the City of Kenmore should reassess
18 the land use plan. In particular, the City should continue to promote reliability
19 improvements for electric services in Kenmore.
- 20 **Policy LU-2.4.3 Work with communication providers to ensure that broadband service at suitable**
21 **speeds is available throughout the city.**
- 22 Policy LU-2.4.34 Ensure that infrastructure and facilities are sized appropriately to community needs
23 and are located with attention to the desired neighborhood character.
- 24 Policy LU-2.4.45 Consider the effects of improved or new infrastructure such as roads and utilities
25 as potential barriers between neighborhoods or as stimulators of development.
- 26 Policy LU-2.4.56 Through zoning and subdivision regulations, require that residential developments,
27 including mobile home parks, whether new developments or substantial
28 redevelopments, provide the following improvements:
- 29 a. Paved streets (and alleys if appropriate), curbs and sidewalks, and internal
30 walkways when appropriate;
- 31 b. Adequate parking consistent with local transit service levels;
- 32 c. Street lighting and street trees;
- 33 d. Underground utilities;
- 34 e. Stormwater control;
- 35 f. Public water supply;

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- 1 g. Public sewers.
- 2 Policy LU-2.4.67 Provide water, sewer, surface water, transportation, and recreational facilities at
3 the time of development.
- 4 **OBJECTIVE 2.5 Encourage development on properties with existing or planned public**
5 **services and utilities.**
- 6 Policy LU-2.5.1 Encourage innovative, quality development and redevelopment through a variety of
7 regulatory, incentive, and program strategies. Possible approaches include:
- 8 a. Special development standards for infill or redevelopment sites;
- 9 b. Assembly and resale of sites to providers of affordable housing or mixed-
10 use developments;
- 11 c. Impact mitigation fee structures that favor infill or redevelopment;
- 12 d. Expedited permit processes;
- 13 e. Greater regulatory flexibility; and
- 14 f. Reduced permit fees and/or delayed fees.
- 15 **OBJECTIVE 2.6 Require adequate transitions between land uses of differing intensities and**
16 **between development and environmentally sensitive areas.**
- 17 Policy LU-2.6.1 Review and amend zoning and subdivision regulations to ensure adequate
18 setbacks, landscaping, and buffering are required where land use conflicts may
19 occur.
- 20 Policy LU-2.6.2 Ensure critical area regulations provide sufficient buffer widths consistent with the
21 quality and class of the environmentally sensitive area.
- 22 Policy LU-2.6.3 Locate zoning districts and prepare development regulations that result in gradual
23 transitions between different building intensities.
- 24 **OBJECTIVE 2.7 Participate in joint planning of services and utilities with special districts,**
25 **private service providers, neighboring municipalities, King County and**
26 **Snohomish County, and the State of Washington.**
- 27 Policy LU-2.7.1 Plan in partnership with special districts, private service providers, neighboring
28 municipalities, King and Snohomish Counties, and the State of Washington. The
29 City should strive to balance the differing needs identified by planning partners at
30 various geographic levels, and ensure that planning partners honor Kenmore's
31 needs.
- 32 Policy LU-2.7.2 Prepare functional plans to identify City facility and service needs and define ways
33 to fund these needs consistent with the land use plans and service and finance

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strategy. Independent special districts and other public agencies should also prepare functional plans which should be considered by Kenmore. The capital facility plans and capital improvement programs prepared by all other agencies which provide services to Kenmore should be consistent with the Kenmore Comprehensive Plan.

GOAL 3. SUPPORT DEVELOPMENT OF KENMORE'S DOWNTOWN AS A KING COUNTY COUNTYWIDE GROWTH CENTER.

OBJECTIVE 3.1 Take action to support Downtown Kenmore's candidacy as a King County Countywide Growth Center--a place to equitably concentrate jobs, housing, shopping, and recreational opportunities.

Policy LU-3.1.1 Ensure that the combination of jobs and population in the Downtown meets County standards (eventual goal of 30 activity units per acre).

Policy LU-3.1.2 Continue plans for a mix of uses, providing housing and employment at densities that support high-capacity transit.

Policy LU-3.1.3 Apply a minimum floor area ratio for new commercial buildings in the Downtown Commercial classification.

Policy LU-3.1.4 Continue to demonstrate that Downtown is a priority for growth and investment.

Policy LU-3.1.5 Continue to use design standards to ensure a pedestrian-friendly and attractive Downtown.

Policy LU-3.1.6 Plan for a variety of housing types including affordable housing.

Policy LU-3.1.7 Try to retain existing residents and businesses in the community as growth is planned

Policy LU-3.1.8 Continue to support existing recreational opportunities Downtown such as the Town Square and skate park, as well as future opportunities in the Special Study Areas at Lakepointe and Plywood Supply.

Policy LU-3.1.9 Support multi-modal transportation, including bicycling, walking, transit, and a passenger ferry.

GOAL 34. IDENTIFY, PRESERVE, AND ENHANCE THE CULTURAL RESOURCES OF KENMORE.

OBJECTIVE 34.1 Promote and support visual, literary, and cultural arts and activities in the community.

Policy LU-34.1.1 Encourage King County to continue to provide arts and culturally-based services to the City of Kenmore through its existing programs, and to provide technical assistance for locally-generated programs.

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- 1 Policy LU-34.1.2 Encourage shared, multipurpose use of regional and community facilities for cultural
2 activities to maximize their efficient use and to expand public access to cultural
3 opportunities.
- 4 Policy LU-34.1.3 Develop a public art program that provides art in public facilities, projects and
5 places to enhance community character and quality of life. Priority locations
6 should include Downtown, government facilities, and municipal parks.
7 Maintenance and conservation should be considerations in the development and
8 management of public art.
- 9 **OBJECTIVE 34.2 Promote the preservation of significant historic and archaeological sites and**
10 **structures.**
- 11 Policy LU-34.2.1 Establish a partnership between Kenmore, King County, the Kenmore Heritage
12 Society and citizen volunteers in order to comprehensively inventory historic and
13 archaeological resourcespursue historic inventories and studies to promote landmark
14 designation. Use the inventory to guide decision-making in resource planning,
15 environmental review, and resource management.
- 16 Policy LU-34.2.2 Encourage land uses and development that retain and enhance significant historic
17 and archaeological resources and sustain historic community character.
- 18 Policy LU-34.2.3 Coordinate with Native American Tribes, the King County Historic Preservation
19 Officer, and the State Office of Archaeology and Historic Preservation, as
20 appropriate, to review public and private projects to protect and enhance historic and
21 archaeological resources.
- 22 Policy LU-34.2.4 Seek funding from King County, the State of Washington, or other agencies to
23 acquire and preserve significant historic resources for use by City and other public
24 agencies.
- 25 **OBJECTIVE 34.3 Encourage local activities which promote the community's history.**
- 26 Policy LU-34.3.1 Support the efforts of the Kenmore Heritage Society to document Kenmore's
27 history, and provide educational materials and resources to all ages.
- 28 Policy LU-34.3.2 Work in partnership with the Kenmore Heritage Society, other agencies and special
29 districts to identify places or facilities where a museum or display of historic artifacts
30 and information can be accomplished.
- 31 Policy LU-34.3.3 When dedicating new civic facilities, consider naming them in honor of historical
32 events or persons of significance to the community.
- 33 Policy LU-4.3.4 Acknowledge that growth and development in Kenmore occurs on the ancestral
34 lands of the Coast Salish peoples.

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1 **IMPLEMENTATION STRATEGIES**

2 The Land Use policies would require new, continuing or increased commitments of City resources to
 3 prepare new regulations, review/amend existing regulations, create educational or incentive programs, or
 4 coordinate with adjacent jurisdictions.

5 New programs, rules, or regulations would be needed to address:

- 6 ~~• An annual monitoring program for assessing development trends, services and infrastructure~~
- 7 • Historic resource preservation funding
 - 8 • Public arts programs
 - 9 • Partnerships with historic groups and agencies.
- 10 • Standards and locational requirements for small-scale commercial enterprises and services closer to
 11 home for neighborhood residents in low and medium density residential classifications.
- 12 • Minimum floor area ratio (FAR) for commercial development in the Downtown Commercial
 13 classification.
- 14 • Transit-oriented development density increases and revised standards in the area near the Metro/Sound
 15 Transit Park and Ride.

16 A review of existing programs, rules and regulations would be needed to ensure they meet the policies.
 17 Types of regulations and rules that should be reviewed include:

- 18 • Appropriate permitted uses in single-family low and medium density residential zones districts outside
 19 of environmentally sensitive areas
- 20 • Permitted uses in commercial zones
- 21 • Downtown densities in conformance with Countywide Growth Center criteria
- 22 • Development standards addressing neighborhood ~~character and~~ compatibility with surrounding
 23 development
- 24 ~~• Zoning categories consistency with Comprehensive Plan~~
- 25 • Density bonuses, density transfers, and minimum density regulations
 - 26 • Uniform Building Code review
 - 27 • Infill development standards or incentives
 - 28 • Permit procedures and fees.

29 Additional or continuing efforts would need to be made to coordinate with adjacent jurisdictions or
 30 participate in regional programs, including:

- 31 • The King County Urban Growth Capacity Study
- 32 • Coordination with special districts and County regarding services

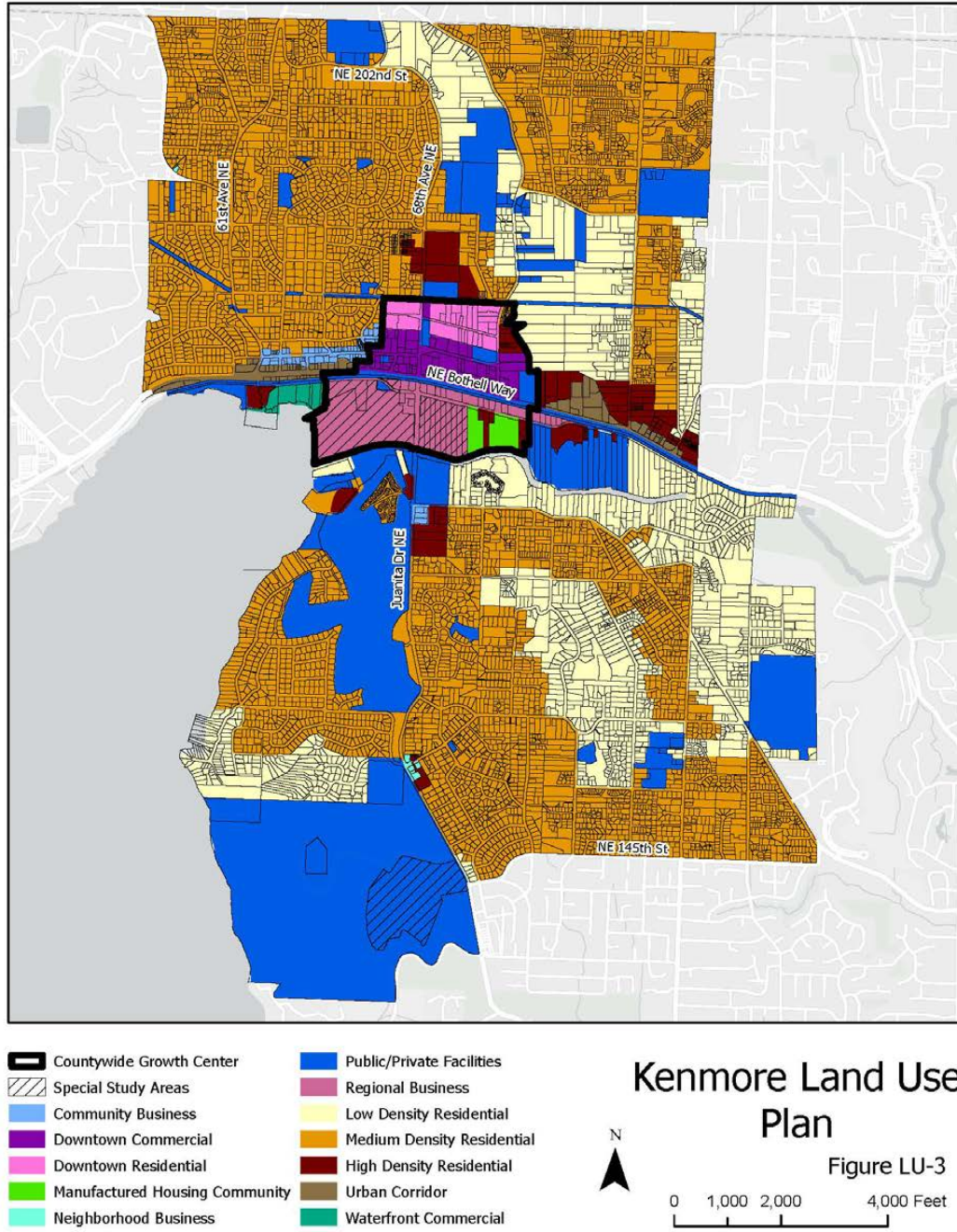
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- Support of County historic resources programs
- Coordination with County/State agencies regarding historic/cultural resources during development review.

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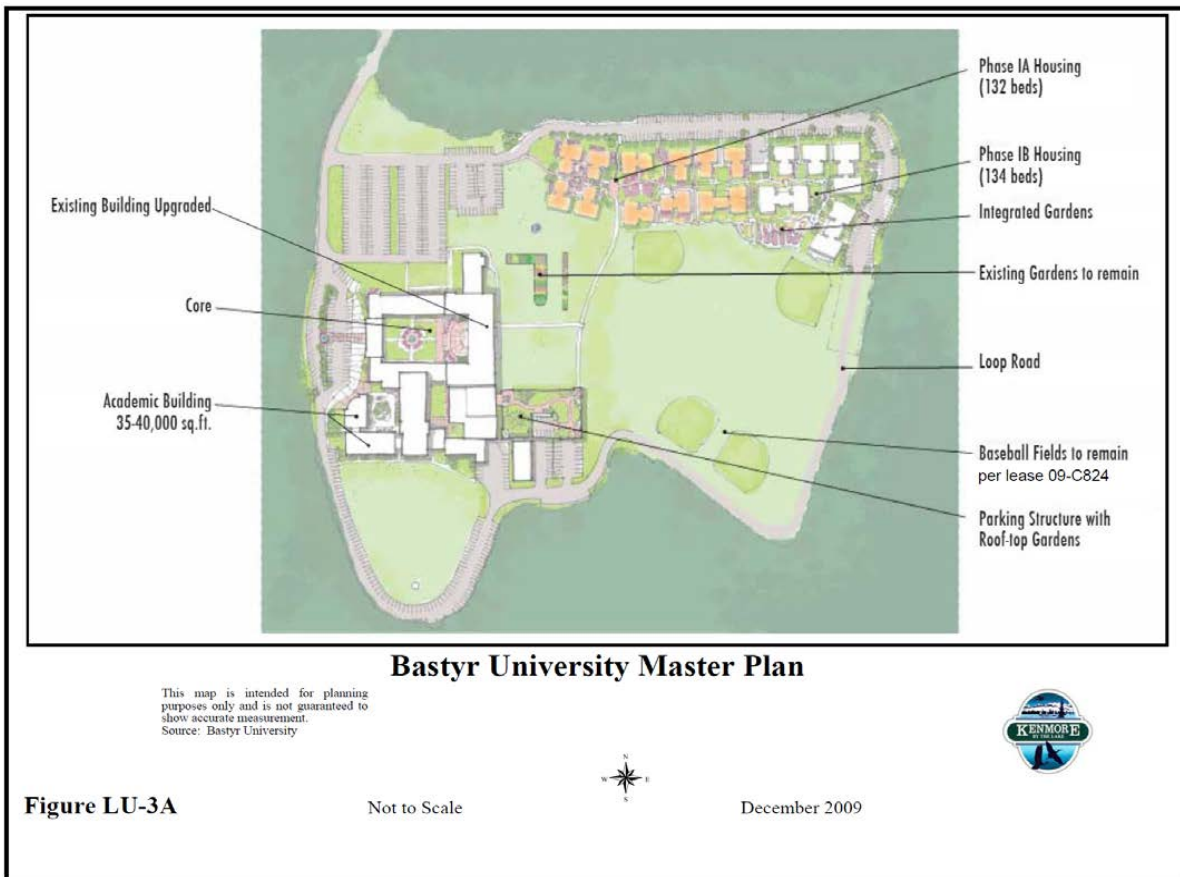
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1 **Bastyr University Master Plan**

2

3

4



ATTACHMENT 4

1 ~~Text~~ = deleted text

2 **Text** = new text

3 ~~Text~~ = text revised for City Council

4 **HOUSING ELEMENT AMENDMENTS**

6 **INTRODUCTION **AND BACKGROUND****

7 **Purpose**

8 This Housing Element is intended to ~~promote and maintain residential neighborhoods, ensure plan for a~~
 9 ~~range of densities and housing types for all needs and incomes, address special needs housing, and protect~~
 10 ~~the quality of the residential environment through preserving, improving, and expanding housing stock.~~
 11 ~~City housing policy should be financially sustainable—supportive of strong neighborhoods with efficient~~
 12 ~~service provision. Consistent with the Natural Environment Sub-Element of this Plan, new housing should~~
 13 ~~be located to protect the natural environment, including wetlands, streams, and fish and wildlife habitats of~~
 14 ~~importance. When the community was first incorporated, community visioning efforts showed some trends~~
 15 ~~in housing preferences, including a preference for adding single family dwellings at about the same lot size~~
 16 ~~as surrounding lots, and acceptance of accessory dwelling units. Also indicated was a desire to control the~~
 17 ~~location of attached housing by placing it in Central Kenmore, and not dispersing small scale attached~~
 18 ~~dwellings in neighborhoods.~~

19 **Growth Management Act Requirements**

20 The Growth Management Act (GMA) states that Comprehensive Plans are to ~~encourage the availability~~
 21 ~~of plan for and accommodate housing affordable affordable housing~~ to all economic segments of the
 22 population of this state, promote a variety of residential densities and housing types, and encourage
 23 preservation of existing housing stock. Housing elements are to ~~make include~~ an inventory and analysis of
 24 existing and projected housing needs, ~~including units for moderate-, low-, very low-, and extremely low-~~
 25 ~~income households as well as emergency housing, emergency shelters, and permanent supportive housing.;~~
 26 ~~The Housing element should~~ include a statement of goals, policies, ~~and objectives, and mandatory~~
 27 ~~provisions~~ for the preservation, improvement, and development of housing, ~~including moderate-density~~
 28 ~~housing options such as duplexes, triplexes, and townhomes. Housing elements must; identify sufficient~~
 29 ~~land capacity for housing, including low income, special needs, and multiple housing types; and make~~
 30 ~~adequate provision for existing and projected housing needs of all economic segments of the community;~~
 31 ~~and consider housing location in relation to employment location. Housing elements also must identify~~
 32 ~~policies, regulations, and implementation measures that do not result in racially disparate impacts,~~
 33 ~~displacement and exclusion in housing.~~

34 **Countywide Planning Policies**

35 The “overarching” housing goal of the new Countywide Planning Policies (CPPs) is to “provide a full
 36 range of affordable, accessible, healthy, and safe housing choices to every resident in King County.” The
 37 CPPs direct each jurisdiction to update its comprehensive plan for:
 38

- 39 • Preserving, improving, and expanding its housing stock.
- 40 • Promoting fair and equitable access to housing for all people.
- 41 • Taking actions that eliminate race-, place-, ability-, and income-based housing disparities.

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The CPPs ~~identified~~identify the countywide housing needs of ~~moderate~~, low-, and very low-, and ~~extremely low~~-income households, which are equal to ~~46~~19 percent, ~~42~~15 percent and ~~42~~15 percent, respectively, of all ~~housing~~County households. The CPPs also state that each city ~~shall~~should address the housing needs of all economic segments and strive to provide housing affordability to accommodate a proportionate amount of the countywide needs.

The county-wide population growth forecast has been established by the Washington State Office of Financial Management (OFM), as required by the GMA. ~~Each~~In the CPPs, each jurisdiction in King County agreed to a housing target (population allocations converted into households) for the years ~~2006-2031~~2019-2044, in ~~Countywide Planning Policies (CPPs)~~. The household ~~Kenmore's~~ housing growth target ~~for Kenmore~~is 3,5003,070 housing units. The city is committed to ensuring ~~there is~~Kenmore has capacity in the Comprehensive Plan and implementing regulations to meet this target. Actual growth would occur based upon market forces.

~~Beyond ensuring capacity for growth and support for affordable housing, the CPPs focus local government housing elements toward other objectives, such as:~~

- ~~• New housing accessible to employment, shopping, and transit.~~
- ~~• Neighborhoods that promote healthy human activity.~~
- ~~• Fair housing.~~
- ~~• Regional collaboration on inter-jurisdictional housing issues.~~

Affordable Housing Committee Recommendations

The Affordable Housing Committee of the Growth Management Planning Council serves as a regional advisory body, responsible for recommending action and assessing progress towards implementing the Regional Affordable Housing Task Force Action Plan for King County. This Plan was developed in 2018 to address the affordable housing crisis in King County.

The Plan states that, at its core, the housing crisis is driven by a supply and demand challenge that is two-fold. First, King County's population has grown faster than new homes have been built. Second, King County's population has not grown evenly across the income spectrum. In response to demand for housing by high-earner households, housing developers have focused new projects to serve the upper end of the market and many of what were once existing affordable units have increased in price beyond what many middle- and low-income working individuals and families can afford.

The Action Plan includes seven goals, with strategies to achieve the goals, and actions to implement the strategies. Goals include: Increase construction and preservation of affordable homes for households earning less than 50% area median income; prioritize affordability accessible within a half mile walkshed of existing and planned frequent transit service, with a particular priority for high-capacity transit stations; preserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness; and promote greater housing growth and diversity to achieve a variety of housing types at a range of affordability and improve jobs/housing connections throughout King County

History of Discriminatory Land Use and Housing Practices

Like many communities, Kenmore has a documented history of discriminatory land use and housing practices, including the placement of racially discriminatory housing covenants over some local neighborhoods. These actions prevented people of color from living in parts of the City. Too, widespread zoning of areas exclusively for single-family housing has kept out those with lower incomes or those who

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can afford only rental housing. A new focus diversity, equity and inclusion is part of this Housing Element. In particular, a new emphasis on “Missing Middle” housing types is one way to reverse this pattern of exclusion, particularly in areas close to high capacity transit and other amenities.

Displacement Risk

The Puget Sound Regional Council (PSRC) has developed a “displacement risk map” to identify areas in the region where current residents and businesses are at risk of displacement as growth occurs. A portion of Kenmore east of 68th Avenue NE is identified on this map as an area of moderate displacement risk. Housing Element policies address displacement and potential mitigations, particularly for lower-income residents and People of Color.

Relationship to the Natural Environment

The Natural Environment Element notes that natural systems have played an important part in defining the character of Kenmore. Historically, this area has made significant alterations to the natural environment as a result of development. Moving forward, protecting Lake Washington and the City’s wetlands, streams, trees, and fish and wildlife habitat is crucial to integrating new housing compatibly into the natural environment. Addressing geologic hazards and flooding protects future residents from harm.

EXISTING CONDITIONS

The following discussion draws from the East King County Housing Analysis, produced for all member cities of A Regional Coalition for Housing (ARCH), and made a part of this Comprehensive Plan update as Appendix .

Population and HouseholdsPopulation Age

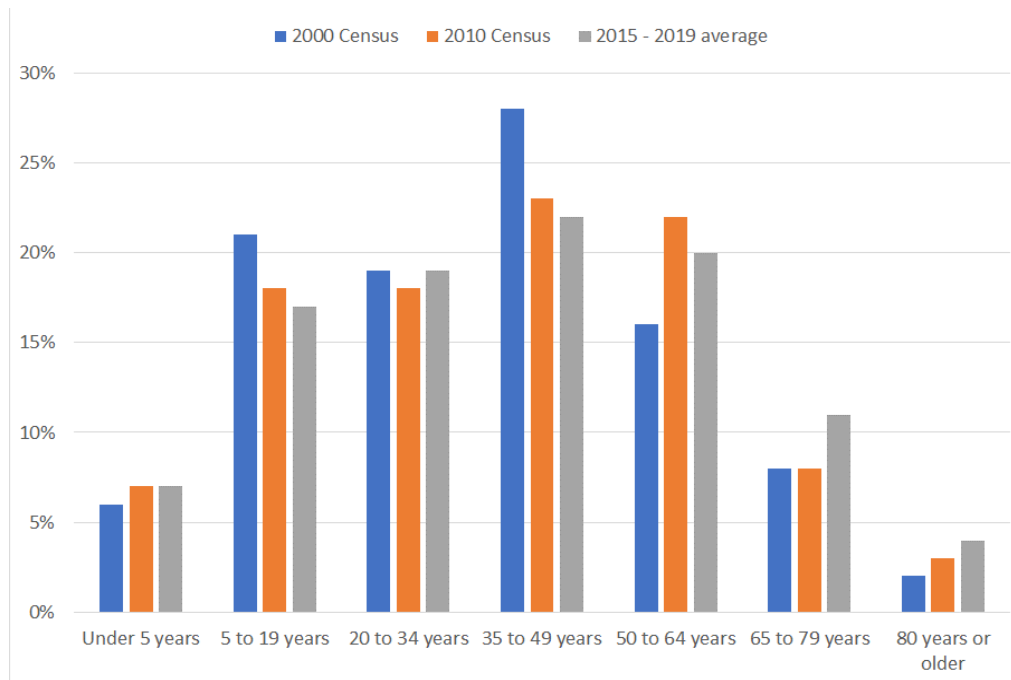
Kenmore’s population grew ten (10) percent in the 2000s, from 18,678 to 20,460, an estimated 16 percent from 2010 to 2021. Excluding the small “Point Cities,” (Hunts Point, Yarrow Point, Medina, Clyde Hill, Beaux Arts Village)Kenmore grew more slowly than any other ARCH community in that period (Appendix . Exhibit).

Kenmore’s population grew 11.9 percent between 2015 and 2021, from 18,678 to 21,500 to 20,460 to 24,050. People with disabilities comprise 9 percent of the population, just as county-wide (Appendix . Exhibit).

Population declined, however, among school-age children and adults 35 to 44 years old and rose for those 65 years and older (Housing Analysis Appendix , Exhibit D-1 ; and Figure H-1, below). The city’s proportion of senior citizens (65 years and older) is similar to countywide figures. As in other cities predicted, the seniors’ segment has not increased significantly as of since 2010, but due to aging of the Baby Boomers generation (age 55—65) will increase that figure over the next decade.

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FIGURE H-1
POPULATION AGE, KENMORE



Source: 2010 Census and Washington State Office of Financial Management, April 1, 2021 Population Estimates.

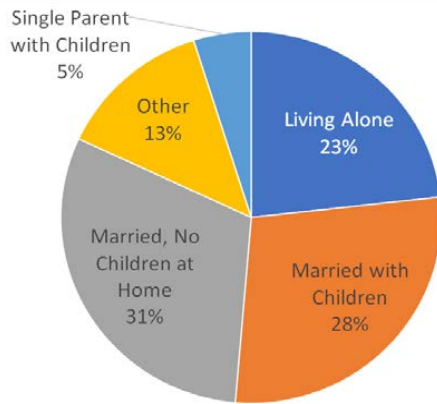
People of Color comprise approximately 22 percent of the Kenmore population overall. The highest percentages of these groups (26 to 28 percent) appear in the youngest age categories, below 45 years old (Appendix , Exhibit).

Households and Household Types

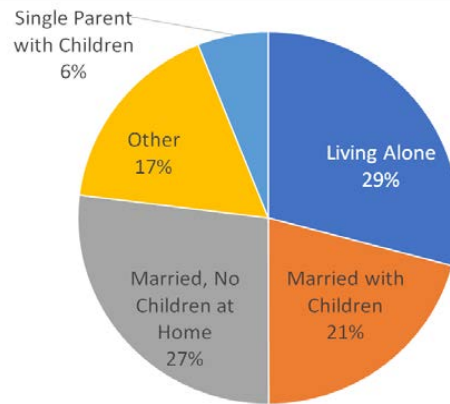
Kenmore had roughly 700 (14 percent) more households in 2011 than in 2000, but the types of households remained virtually unchanged, averaged 8,858 total households from 2015 to 2019, 11 percent more than in 2010, but the composition of household types changed very little (Housing Analysis Appendix , Exhibit B). Compared to King County overall (Figures H-2 and H-3 below), the city has a greater percentage of married-couple families (56.9 percent) than King County overall (Figures H-2 and H-3, below), but is typical for east King County in that respect. ("East King County," or EKC, refers here to member cities of ARCH) and families with children (33 percent). The city also maintains a somewhat lower proportion of one- and two-person households (57 percent) than the rest of east King County (58.64 percent; Housing Analysis Appendix , Exhibit C-2).

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**FIGURE H-2
KENMORE, 2015–2019**



**FIGURE H-3
KING COUNTY, 2015–2019**



Source: 2010 Census American Community Survey (ACS) 2019 5-Year Estimates (U.S. Census Bureau)

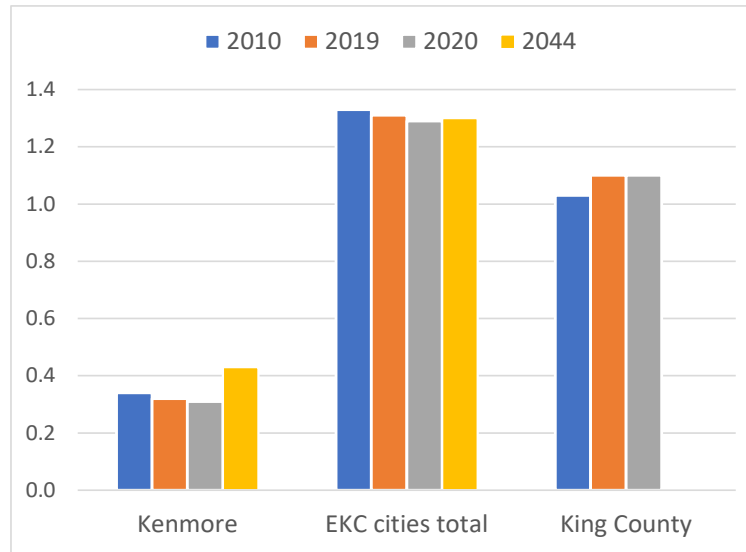
Kenmore Jobs and Wages

Employment can be an important contributor to housing demand within a community, both in terms of the amount and affordability of housing. Although Kenmore's employment growth during the 1990s was relatively high (24 percent), this was mostly offset by lost jobs (26 percent) between 2000 and 2010. Kenmore lost 20 percent of its jobs from 2006 to 2018, to a total of 4,012. The city's employment target of 3,200 jobs (2019–2044) represents an 80 percent increase over total employment in 2018, which, if true, means that local job growth will be a larger factor in housing demand in the future than in the past.

The Jobs-Housing Ratio is a way to measure demand for housing from local employment relative to the local housing supply. (a) A ratio less than 1.0 means less demand for housing from the local workforce than is available in the city. As of 2006/2019, the city's jobs-housing ratio was just under 0.4/had fallen to 0.3 and based on growth projections would increase to just over 0.4 by 2034/2044 (see Figure H-4). This is much lower than the countywide ratio and the ratio of most other ARCH cities in east King County, suggesting This means that most Kenmore residents work in other cities, compared to other areas, and the housing demand from existing jobs is relatively low.

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**FIGURE H-4
JOBS-HOUSING RATIO**

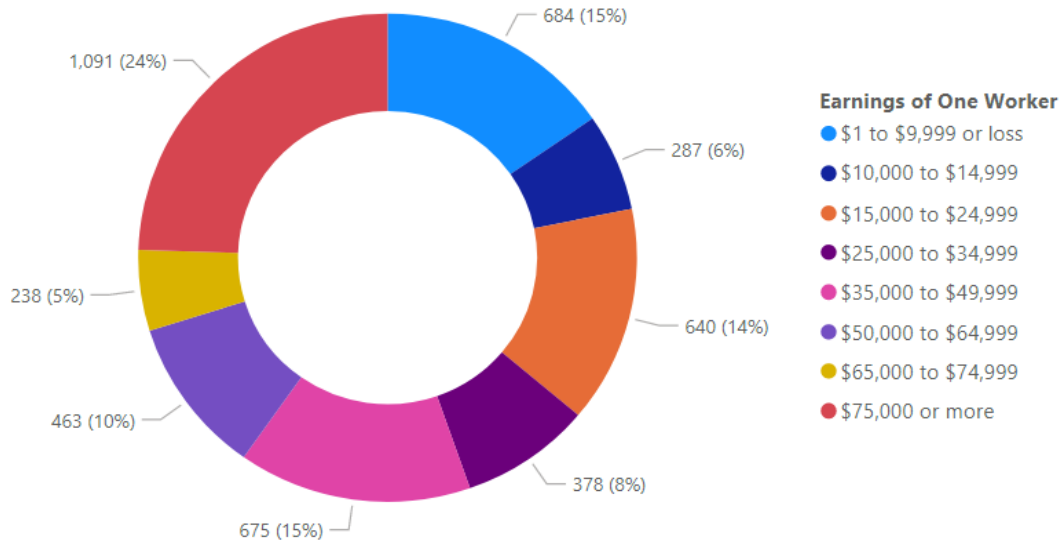


Source: A Regional Coalition for Housing (ARCH).

While the demand for housing from local employment is lower than other nearby communities, along with relatively low employment opportunities in the city, jobs in Kenmore tend to pay less than jobs countywide in the same sector (Figure H-5, below), which implies a demand for relatively affordable housing from the local workforce toward the lower paying types; 60 percent pay less than \$50,000 a year (Figure H-5, below).

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FIGURE H-5

AVERAGE WAGES BY INDUSTRY SECTOR WAGES OF JOBS IN KENMORE

Source: Puget Sound Regional Council/ACS, 2015–2019 5-Year Estimates.

Household Incomes

Approximately 2022 percent of the households in Kenmore fall within the standards defined as extremely low- or very low- or low income (Table H-A). This is slightly lower than countywide figures, but higher than east King County (Figure H-6 Appendix , Exhibit). The rental market is the primary source of housing for these populations.

Figure H-6 provides information on median household income by race/ethnicity.

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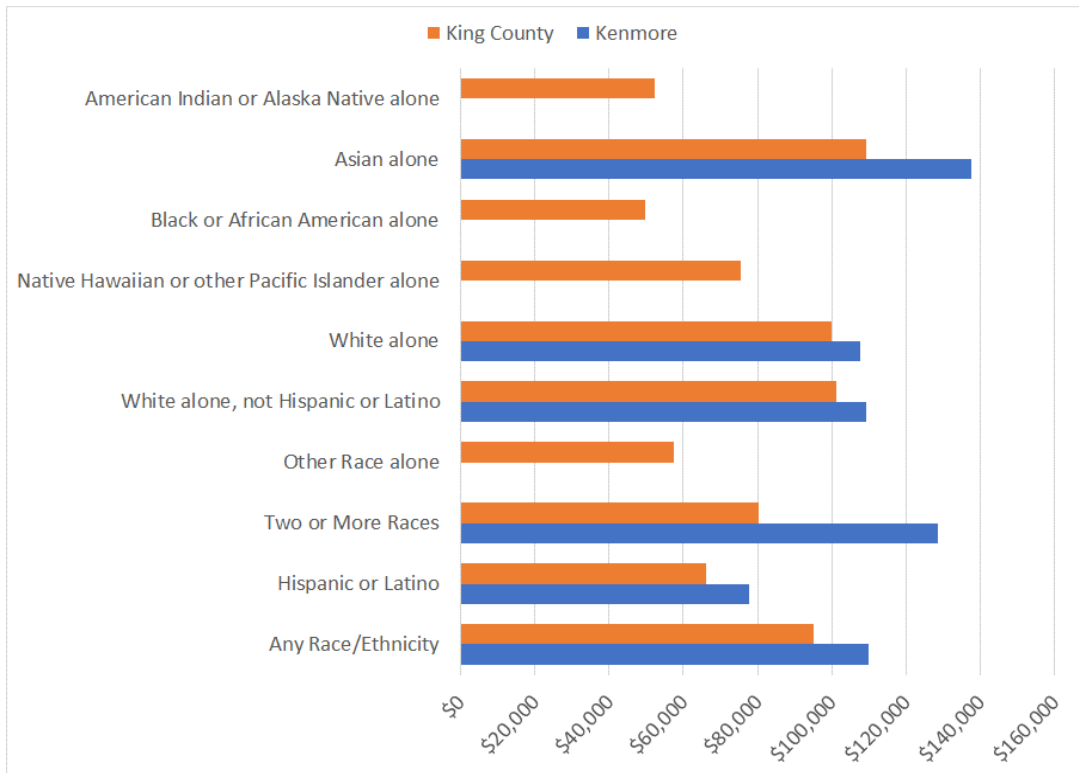
TABLE H-A
HOUSEHOLDS BY INCOME CATEGORY

HOUSEHOLD INCOME CATEGORY	PERCENT OF TOTAL HOUSEHOLDS			
	KENMORE		KING CO.	
	<u>2006- 2010</u>	<u>2014- 2018</u>	<u>2006- 2010</u>	<u>2014- 2018</u>
< 30% of median: Very Extremely Low-Income	<u>11%</u>	<u>12%</u>	<u>12%</u>	<u>9%</u>
30% to 50% of median: Very Low-Income	<u>6%</u>	<u>10%</u>	<u>10%</u>	<u>9%</u>
50% to 80% of median: Moderate Low-Income	<u>13%</u>	<u>11%</u>	<u>13%</u>	<u>10%</u>
> 80% of median: Middle- and Higher-Income	<u>71%</u>	<u>68%</u>	<u>64%</u>	<u>72%</u>
<p>“Median” refers to the (King County) Area Median Income (King and Snohomish counties).</p> <p>Some totals exceed 100% due to rounding.</p> <p>*“Kenmore Census Designated Place.” The city was not incorporated until 1998, and the Kenmore CDP is a slightly different geographic area but the closest with available data. Income category breakouts not available for 1990.</p>				

Source: ~~1990 and 2000 Census (U.S. Census Bureau) and 2006-2010~~Comprehensive Housing Affordability Strategy (CHAS) ~~(Comprehensive Housing Affordability Strategy-5-Year Estimates (U.S. Housing and Urban Development).~~

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FIGURE H-6
MEDIAN HOUSEHOLD INCOME



Source: ACS 2019 5-Year Estimates (U.S. Census Bureau).

Northshore School District records show that 48.13.5 percent of the students qualify, based on income, for free or reduced lunches at school (Northshore website). Almost nine (9) percent of the students live in a household with an income below the poverty level (Housing Analysis, Exhibit G-3).

Number and Types of Existing Housing Units

Housing Types

Kenmore added 42.14 percent more housing units during the 2000s since 2006—somewhat slower than the growth of the 1990s, but in line with projections in the 2005 Comprehensive Plan. Kenmore also grew a bit more slowly than King County and the rest of the Eastside. (See Exhibits A and E-1 of the East King County Housing Analysis Appendix.) The city's mix of housing types changed very little during that time since 2000 (Table H-B, below).

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TABLE H-B
NUMBER AND TYPE OF HOUSING UNITS, KENMORE

	2000		2010		2021	
TYPE OF HOUSING	UNITS	% OF TOTAL	UNITS	% OF TOTAL	UNITS	% OF TOTAL
Single-family Detached	5,235	70%	6,024	70%	6,625	69%
Multi-2 or more-family	1,892	25%	2,254	26%	2,753	28%
Mobile Homes	361	5%	291	3%	287	3%
Total Units	7,488	100%	8,569	100%	9,665	100%

Source: U.S. Census Bureau, 2000 Census, and Washington State Office of Financial Management (OFM), 2014-2021.

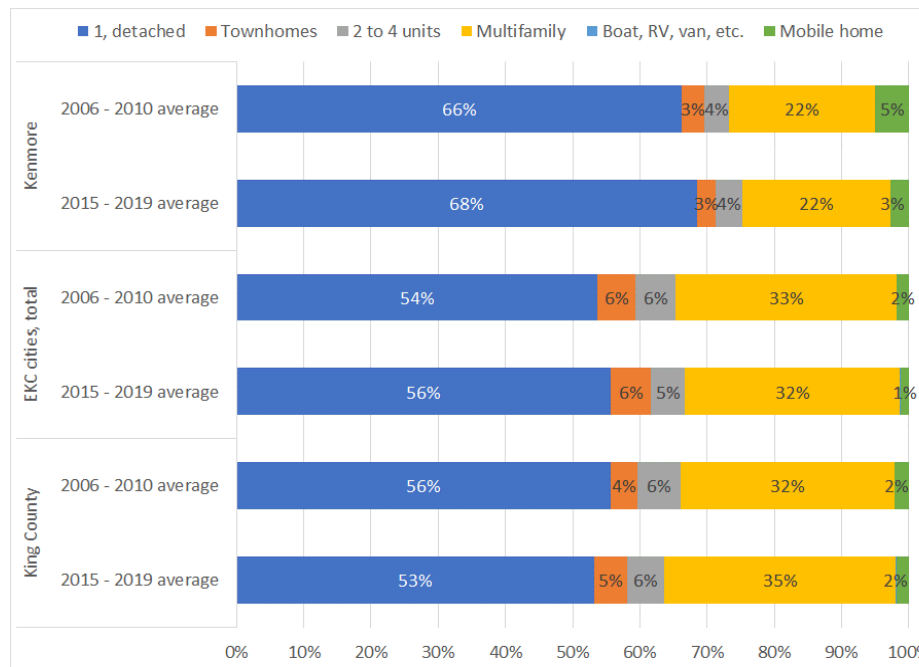
Compared to King County and most of east King County, Kenmore has a relatively low percentage (22 percent) of multi-family housing. Less than 30 percent of Kenmore's housing is multi-family (Figure H-7, below; Housing Analysis Appendix, Exhibit L-4). Approximately 25 percent of the multi-family units are condominiums. Seventy (70) percent of the city's residential capacity, however, is zoned for "medium high" and "high" densities, and if developed to capacity Kenmore will provide a variety of housing similar to that of other similarly-sized cities.

Of Kenmore's total city acreage, 78% is zoned exclusively for residential uses (all of the R zones and MHC). Of that acreage, the area zoned exclusively for single-family residential development comprised 95% of the total in 2021. New allowances for duplexes and triplexes medium density housing in residential areas near transit will reduce this percentage and provide more opportunities for additional housing types in the City.

Approximately 350 multi-family units have been built or begun construction since 2006, about 25 percent of overall housing growth in this period (2014 Buildable Lands Report; not all reflected in Figure H-7). About 40 percent of these newer units are condominiums.

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FIGURE H-7
HOUSING UNITS BY UNITS IN STRUCTURE



Source: 2000 Census and 2014 2010 Census and 2019 American Community Survey, 5-Year Estimates (U.S. Census Bureau).

Kenmore is one of the few communities in east King County with any significant number of manufactured homes (close to 300; Washington State OFM). Most of Kenmore's manufactured homes are located in six parks with a small number located on individual lots. Units are primarily owner occupied, sited on rental pads. The manufactured housing communities are an important housing resource for many Kenmore residents. More than half of the households living in manufactured homes are low-income. Two of the manufactured housing communities are reserved for seniors. In many cases, manufactured housing communities provide the opportunity of unsubsidized home ownership to households that cannot afford to purchase other types of housing. Homes are in a wide range of physical condition, including some units that are getting past their useful life. Other concerns include long-term park maintenance and replacement of aging infrastructure. Overall availability of manufactured housing has been decreasing in King County as parks are redeveloped with other uses. Of concern is that manufactured housing has offered a relatively affordable form of housing and when parks are closed and replaced with more expensive housing, homeowners lose most of their investment. Future redevelopment of some of the mobile home parks to higher densities could provide additional housing units with affordability requirements.

Several multi family housing projects are in the planning or construction stages. The largest proposed multi family development is Lakepointe, which would provide 1,200 new housing units; the exact mix of owner occupied and rental units in the project is yet to be determined.

Another project, which has been approved, is the first major residential redevelopment project in the Downtown district. Located on a former Metro park and ride site, the property will have up to 325 apartments within walking distance of shopping and transit. Pursuant to local zoning requirements, twenty

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five (25) percent of the units will be affordable to moderate income households. The first phase of 138 apartments started construction in 2014.

Kenmore has permitted more than 6034 accessory dwelling units as of 2011-2021, or about one for every 167 detached single family homes—almost exactly the same as the average for all of east King County (Housing Analysis, Exhibit Q-1). (This compares to a rate of one for every 32 detached homes in Mercer Island, the city with the highest ratio of ADUs.). In 2020, the City amended its ADU regulations to encourage development of ADUs, including extinguishment of the owner occupancy requirement after the first six months of consecutive occupancy.

Age of Housing

Kenmore's housing stock is somewhat older than the rest of east King County, but a bit younger than that of King County overall. Fifteen (15) percent of all homes in the community are less than 10 years old (similar to the rest of east King County), and 45 percent have been built since 1980 compared to 55 percent for the rest of east King County (Housing Analysis, Exhibit O).

Kenmore's housing stock is similar in age to that of other ARCH communities and younger than that of King County overall. Eight (8) percent of all homes in the community were built since 2010 (similar to the rest of King County and the ARCH sphere). On the other hand, 25 percent of Kenmore's homes are more than 50 years old, compared to 37 percent across King County (See Housing Analysis, Appendix).

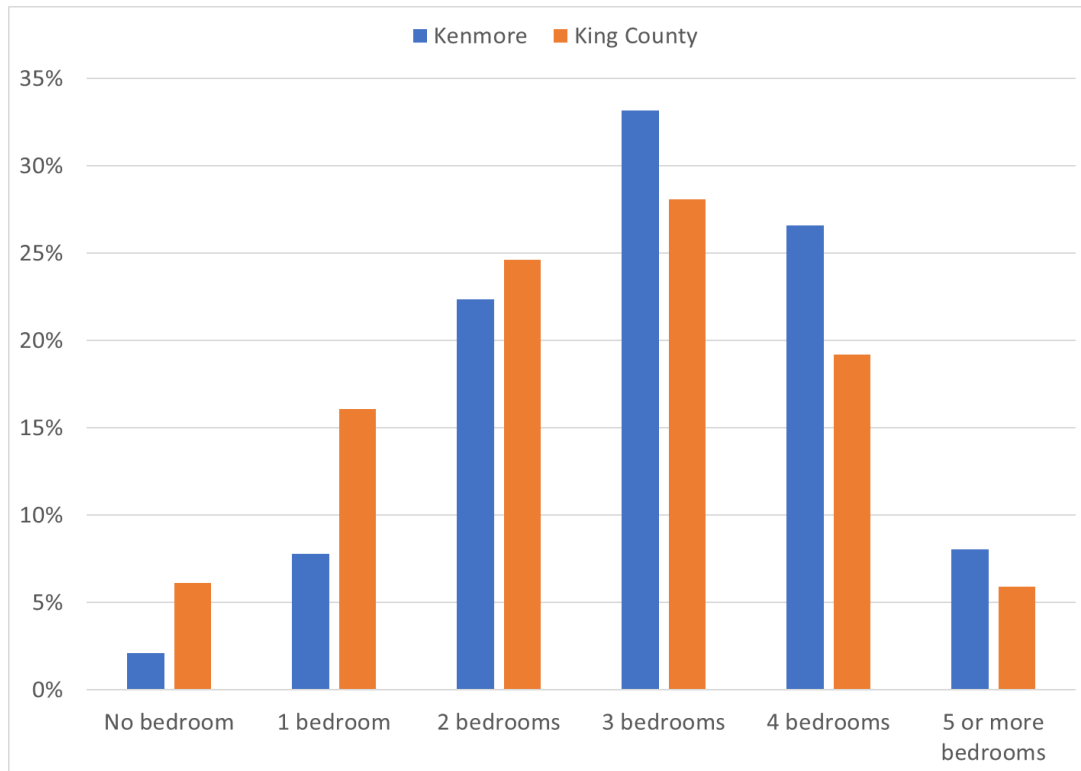
Housing Condition

One percent (1%) of Kenmore's housing units lack complete plumbing facilities, and one percent lack complete kitchen facilities (Housing Analysis, Appendix). King County overall is similar in both respects.

Bedrooms

Kenmore's housing stock is weighted toward homes with more bedrooms than King County in general (Figure H-8, below). This is true in both owner-occupied and renter-occupied housing. Compared to 2010, Kenmore has increased slightly the percentages of studio and four-bedroom units and lost about 140 one-bedroom units (Appendix , Exhibit).

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FIGURE H-8**HOUSING UNITS AND BEDROOMS**

Source: ACS 2015 – 2019 5-Year Estimates.

Prices of Market Rate Housing Prices**Homeownership**

Kenmore has a homeownership rate of 74.73 percent, which is at the upper end of ownership rates among the highest for ARCH cities in east King County, and greater than the countywide average rate (57%). Kenmore has also had a relatively significant increase in the rate of homeownership since the early 1990s, while most cities have seen homeownership rates stable or decreased in that period. Black, Indigenous, and other People of Color (BIPOC) householders are 19 percent of Kenmore's households and 18 percent of the homeowners. Asian householders (not Hispanic or Latino) are 13 percent of the total households and 14 percent of the homeowners. Other BIPOC householders are 6 percent of the total and 4 percent of Kenmore's homeowners.

The average home sale price in the first quarter of 2014/2020 in Kenmore was \$413,730,000 (Central Puget Sound Real Estate Research Committee/Washington Center for Real Estate Research). This is lower than the average prices in nearby communities and in King County overall (\$474,000). On average, Kenmore's home prices fell 14 percent during the recent recession, less than east King County in general (21 percent); but as seen across most of the Eastside, prices have more than recovered.

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Condominiums and townhomes, including both ground-oriented and non-ground-oriented owned dwelling units, provide a relatively affordable homeownership alternatives for Kenmore residents. The average sale price for condominiums in early 2014/2020 was \$169,371,000—similar to condo prices in Bothell and Woodinville, and low compared to the averages across east King County and King County overall (Central Puget Sound Real Estate Research Committee/Washington State Real Estate Research Committee).

Rental Housing

Rental housing makes up about 25.27 percent of housing supply in Kenmore, a significantly smaller portion of overall housing than in east King County as a whole and King County as a whole. Average rents are slightly higher in the Kenmore/Bothell market than in the Shoreline market (Table H-C, below), but low compared to the rest of East King County and the county overall. The median gross rent (including utilities) in Kenmore in 2020 was the lowest among east King County cities except Beaux Arts Village, and 10 percent below the county-wide median (Table H-C; Appendix , Exhibit).

TABLE H-C
AVERAGE MEDIAN GROSS RENTS, 2014 (SPRING) 2015–2019 5-YEAR AVERAGES
PROPERTIES WITH 20 OR MORE APARTMENTS (2019 DOLLARS)

LOCATION	SIZE OF UNIT (BEDROOMS/BATHROOMS)				AVERAGE All Units
	0/1	1/1	2/1	3/2	
Bothell/Kenmore	\$1,472	\$1,480	\$1,724	\$2,205	\$1,719
Kenmore	\$1,236	\$1,287	\$1,391	\$2,071	\$1,433
Shoreline/Lake Forest Park	\$1,193	\$1,362	\$1,592	\$1,925	\$1,574
Eastside/King County	\$1,307	\$1,420	\$1,671	\$2,030	\$1,606

Source: The Apartment Vacancy Report (Dupre+Scott Apartment Advisors) ACS 2015-2019 5-Year Estimates.

Rental vacancy data indicate that Kenmore has relatively few apartments available (Housing Analysis, Exhibit P-2/Appendix , Exhibit); Table H-D, below).

TABLE H-D
APARTMENT VACANCY RATES
PROPERTIES WITH 20 OR MORE APARTMENTS
RENTAL HOUSING VACANCIES

	PERCENT OF ALL RENTAL HOUSING UNITS	
	2006 – 2010 average	2015 – 2019 average
Kenmore, total	2,239	2,606
Renter-occupied	94.5%	93.0%
Vacant, for rent	3.7%	3.7%

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	PERCENT OF ALL RENTAL HOUSING UNITS	
	2006 – 2010 average	2015 – 2019 average
Vacant, for seasonal, recreational, or occasional use*	1.0%	1.8%
Rented, not occupied	0.7%	1.5%
Total vacant	5.5%	7.0%
King County, total	340,071	406,209
Renter-occupied	92.2%	93.5%
Vacant, for rent	4.4%	3.2%
Vacant, for seasonal, recreational, or occasional use	2.3%	2.2%
Rented, not occupied	1.1%	1.1%
Total vacant	7.8%	6.5%

* “Seasonal, recreational, or occasional use” may include units not available for rent.

Rental Housing for People Needing Supportive Services

Kenmore has a range of housing for people who need supportive services, particularly for the elderly and those individuals with physical disabilities. The housing includes adult family homes, assisted living facilities, boarding homes, group living, and nearby nursing homes.

An estimated ~~six (6)~~four (4) percent of the people in Kenmore are over the age of 7580 years (~~Housing Analysis Appendix~~, Exhibit ____). Supplemental Security Income supports people with disabilities in ~~over 200 (3 about two)~~ percent of Kenmore households (~~Housing Analysis Appendix~~, Exhibit ____).

Kenmore has ~~two~~one licensed assisted living ~~facilities~~facility (boarding homes) with ~~106~~100 beds and ~~21~~26 licensed adult family homes with ~~117~~150 beds (~~Housing Analysis Appendix~~, Exhibit ~~Q-2~~ ____). Adult family home residents include elderly people, individuals with limited mobility (use of wheelchair), developmental disabilities, mental illness, diabetes, terminal illnesses, brain injury, and those recovering from strokes. The number of persons living in supported living situations (i.e., group quarters) has increased ~~almost 50~~35% since ~~2000~~2010, a somewhat lower rate than the growth across east King County (44 percent) (~~Housing Analysis Appendix~~, Exhibit ~~K-2~~ ____). The closest nursing home to Kenmore is in Bothell. ~~The North Creek Health and Rehab Center (10909 NE 185th St. SW)~~Bothell Health Care (707 228th St. SW) nursing home has ~~112~~99 beds.

Income- and Price-Restricted Housing

Land Use and Tax Incentives

The City of Kenmore has a number of voluntary incentive programs to support housing developers who commit to setting aside some of the homes in their properties to be affordable for income-eligible households. At this writing, one property (Spencer 68) does so, as a result of the city’s purchase and resale of a disused Metro park-and-ride lot.

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	<u>Apartment</u> s	Spencer 68 Apartments benefits from an exemption from property taxation on their buildings (not the land) for 12 years—through 2029—and, in exchange, reserves 56 affordable units for the life of the property.
<u>50% AMI</u>	<u>5</u>	
<u>85% AMI</u>	<u>51</u>	
<u>Market Rate</u>	<u>166</u>	

Affordable housing requirements and tax incentives are offered in the transit-oriented district around the current park-and-ride facility on SR-522, and density requirements are in place for the Downtown Commercial zoning district. Density incentives are provided in the Neighborhood Business (NB) zone and in most other zones through the Residential Density Incentives program.

Assisted Rental Housing *Public and other Funding Programs*

A variety of publicly assisted rental housing is available in Kenmore, including:

<u>Name</u>	<u>Owner</u>	<u>Population Served</u>	<u>Units or Beds</u>
<u>Brookside Apartments</u>	<u>Sound Mental Health</u>	<u>Transitional</u>	<u>16</u>
<u>Copper Lantern</u>	<u>Low Income Housing Institute</u>	<u>Families</u>	<u>21</u>
<u>Green Leaf Apartments</u>	<u>King County Housing Authority</u>	<u>Families</u>	<u>27</u>
<u>Harbour Villa Apartments</u>	<u>King County Housing Authority</u>	<u>Seniors & Disabilities</u>	<u>5</u>
<u>Heron Landing</u>	<u>Downtown Action to Save Housing</u>	<u>Seniors</u>	<u>50</u>
<u>Heron Run</u>	<u>Kenmore Family Associates</u>	<u>Families</u>	<u>40</u>
<u>Northwood Apartments</u>	<u>King County Housing Authority</u>	<u>Seniors & Disabilities</u>	<u>34</u>
<u>Shadrach Apartments</u>	<u>Hopelink</u>	<u>Shelter</u>	<u>9</u>

All of these income- and price-restricted housing units are located within a half mile of transit service, the Greenleaf family housing and Northwood senior housing operated by the King County Housing Authority (KCHA), Heron Run family and Heron Landing senior housing operated by DASH, Copper Lantern (rental and ownership housing) operated by LIHI and Shadrach family shelter operated by Hopelink.

In addition, the Housing Authority operates a voucher program (Housing Choice Vouchers) for the rental of privately held units. This federal program currently assists approximately 20122 Kenmore households with rental subsidies. Lower income tenants in the City of Kenmore may also apply for emergency funding from King County in the event they are faced with eviction due to nonpayment of rent. This assistance is available through the Multi-Service Center of Northeast King County.

Housing for the Homeless

Although Kenmore-specific information is not available, the 2020 Point in Time Count of the homeless found that there were 204 sheltered homeless individuals and 56 unsheltered homeless individuals (living on the streets) in north King County, which includes Bothell, Kenmore, Lake Forest Park, Shoreline, and Woodinville.

Three facilities in Kenmore provide or have recently provided temporary shelter. Mary's Place (18118 73rd Avenue NE) provides emergency family shelter. In 2018 and 2021, Camp Unity Eastside was located at

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Northlake Lutheran Church (6620 NE 185th Street) and provided shelter for about 40 men, women and couples without children. Hopelink's Kenmore Place shelter also provides temporary housing.

An application from the Episcopal Church of the Redeemer (6210 NE 181st Street) was received in December 2021 to host Camp Unity Eastside between June and October 2022.

The establishment of the King County Regional Homelessness Authority in 2021 should help refine information on the homeless population in Kenmore and begin to address homelessness county-wide.

HOUSING AFFORDABILITY

According to policies established by the U.S. Department of Housing and Urban Development, a household should spend no more than 30 percent of its income on housing, including utilities. If they pay more than that, they are considered "housing cost burdened." Table H-E shows incomes and affordable housing costs for various income levels.

TABLE H-E
AFFORDABLE HOUSING COSTS BASED ON KING COUNTY MEDIAN INCOME, 20142021

	<u>VERYEXTREMELY</u> <u>LOW-INCOME</u>		<u>VERY LOW</u> <u>INCOME</u>		<u>MODERATELOW</u> <u>INCOME</u>	
	30% of Area Median		50% of Area Median		80% of Area Median	
Household Size	Annual Income	Affordable Monthly Cost	Annual Income	Affordable Monthly Cost	Annual Income	Affordable Monthly Cost
1	\$24,297	\$607	\$40,495	\$1,012	\$64,792	\$1,620
2	\$27,768	\$694	\$46,280	\$1,157	\$74,048	\$1,851
3	\$31,239	\$781	\$52,065	\$1,302	\$83,304	\$2,083
4	\$34,710	\$868	\$57,850	\$1,446	\$92,560	\$2,314
5	\$37,487	\$937	\$62,478	\$1,562	\$99,965	\$2,499

Source (income figures): U.S. Department of Housing and Urban Development; ARCH.

Using the federal affordability definition, 4312% of Kenmore's housing is affordable to extremely low- and very low- and low-income households and 4512% to moderate-low-income households (Housing Analysis Appendix, Exhibit M-2). The amount of housing affordable to lowextremely low- and very low-income families is similar to Bothell and slightly below King County, but higher than other cities in east King County cities as a group (7%). The amount of housing affordable at the moderate-low-income level is again similar to Bothell, but higher than the rest of east King County overall (8%), but lower than Bothell and lower than the Countywide figures (16%). Table H-GF compares the housing affordability of Kenmore, east King County, and King County overall against countywide housing needs.

Most of Kenmore's housing affordable to lower incomes is rental housing. Thirty-five two (3532) percent of the rental units in Kenmore were affordable to extremely low- or very low- and low-income families in 20142018. This is similar to greater than the countywide figures (24%), but and much higher rate of affordability in rental housing than other cities in east King County (13%).

About seven nine (79%) of the single family owner-occupied housing units in Kenmore are affordable to families earning up to 80 percent of median income, and an additional four eight percent (48%) are affordable to families earning 80 to 100 percent of median income (Housing Analysis Appendix).

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Exhibit M-2, and Table H-F, below). These figures are similar to east King County (6% and 5%, respectively), but somewhat lower than King County (13% and 11%). Note that Kenmore has a relatively high percentage of homes affordable to low-income households, which may be partially attributable to the city's relatively high number of manufactured homes.

TABLE H-F
AFFORDABLE HOUSING AND COUNTYWIDE HOUSING NEEDS, 2014-2018

HOUSEHOLD INCOME LEVEL	PCT OF TOTAL HOUSING UNITS AFFORDABLE AT INCOME LEVEL			COUNTYWIDE HOUSING NEED
	Kenmore	East King Co.	King County	
< 30% of median: Very Extremely Low-Income	3%	3%	4%	15%
30% to 50% of median: Very Low-Income	9%	4%	9%	15%
50% to 80% of median: Moderate Low-Income	12%	8%	16%	19%
> 80% of median: Middle- and Higher-Income	76%	85%	71%	51%

Source: 2006-2010 CHAS (Comprehensive Housing Affordability Strategy; U.S. Housing and Urban Development), 2014-2018 5-year averages.

Note: Countywide Housing Need determined by 2021 Countywide Planning Policies.

Cost-Burdened Households

Despite the relative affordability of Kenmore, 38 percent of the city's households, and 42 percent of the renting households, are housing cost-burdened. Overall, housing cost burden improved in Kenmore since 2010, from 38 percent to 28 percent of all households (comparable to all of East King County). For some segments of the community, however, cost burden worsened. Close to half (48 percent) of the renting households are housing cost-burdened, up from 42 percent (Housing Analysis Appendix, Exhibit H-4). Both figures are similar to countywide figures, but high for east King County. This is high compared to other ARCH cities (35 percent) and King County as a whole (42 percent). Moreover, of cities in east King County, Kenmore has the highest percentage of severely cost-burdened households (renters) (paying more than half their incomes on housing) at 21 percent. On the positive side, Kenmore's percentage of severely cost-burdened households (renters) has fallen from 21 percent to 17 percent.

Table H-G provides information on housing cost burden by race/ethnicity in Kenmore.

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TABLE H-G
HOUSING COST BURDEN AND RACE/ETHNICITY
KENMORE, 2018

Race/Ethnicity of Householder	All Households	Cost Burdened (Housing costs 30% to 49% of household income)	Severely Cost Burdened (Housing costs 50% or more of household income)
Hispanic or Latino, any race	5%	9%	8%
Not Hispanic or Latino	95%	91%	92%
American Indian or Alaska Native alone	0%	0%	1%
Asian alone	11%	14%	14%
Black or African-American alone	1%	8%	10%
White alone	81%	64%	62%
Other (including multiple races)	2%	4%	5%

Source: CHAS 2014–2018 5-year Estimates.

See Appendix for more information about cost burdened households.

HOUSING TARGETS AND CAPACITY

The city's ~~2006-2031~~2019-2044 growth target established by the King County Countywide Planning Policies is ~~3,500~~3,070 households/housing units. ~~Subtracting actual development, the remaining growth target (2012-2031) is 2,980 households.~~ On an annualized basis, this means the city should expect and plan for ~~149~~123 additional units each year. The Kenmore Land Use Plan provides enough zoned capacity to exceed the ~~2031-2044~~2034 household/housing target, as shown in Table H-GH. Mixed-use areas provide a very large percentage more than half of the city's present capacity for new housing.

Within ½ mile of high-capacity transit, there is capacity for ~~approximately more than~~ 3,500 additional new housing units, including new duplex and triplex development in the medium density residential classification. Existing housing units in that area total nearly 7,000 units.

TABLE H-GH
EXISTING HOUSING UNITS, 2021 CAPACITY, AND TARGETS, KENMORE

Housing Type	20122018 Existing		Remaining Capacity		Total if Built to Capacity	
	Units	Pct	Units	Pct	Units	Pct
Single-family Dwellings	6,808	72%	418	11%	7,226	53%
Multi-family Dwellings, total	2,621	28%	3,717	89%	6,338	47%
In residential-only zones			184	5%		
In mixed-use zones			3,533	95%		

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Housing Type	20122018 Existing		Remaining Capacity		Total if Built to Capacity	
	Units	Pct	Units	Pct	Units	Pct
Total	9,429		4,135		13,564	

Source: Washington State Office of Financial Management and 2014 Buildable Lands 2021 Urban Growth Capacity Report (King County).

Affordable Housing Needs

Countywide Planning Policy (CPP) H-1 requires that, “All comprehensive plans ... combine to address the countywide need for affordable housing ... at a level that calibrates with the jurisdiction’s identified affordability gap” for extremely low-, very low-, and low-income households.” Table H-I shows the difference between the housing supply in 2019 and the expected need in 2044 at each income level. (See the Endnotes to this chapter for definitions of each column heading.)

The Washington Department of Commerce is developing detailed projections of housing need for each county, to be accompanied by guidance on sub-county allocations; therefore, it is possible that King County will revise the CPPs in response, which may indicate future revisions to Table H-I.

TABLE H-I
AFFORDABLE HOUSING NEEDS

	2019 Estimated Supply		2044 Apportioned Demand		2019 – 2044 Need
Kenmore	9,485		12,555		
0 – 30% AMI	278	3%	1,883	15%	1,605
31 – 50% AMI	1,074	11%	1,883	15%	810
51 – 80% AMI	1,324	14%	2,385	19%	1,061
Over 80% AMI	6,809	72%	6,403	51%	-406
East King County cities	222,378		314,032		
0 – 30% AMI	6,036	3%	47,105	15%	41,068
31 – 50% AMI	12,260	5%	47,105	15%	34,845
51 – 80% AMI	24,465	11%	59,666	19%	35,201
Over 80% AMI	179,617	81%	160,156	51%	-19,460

Sources: CHAS, OFM, ARCH.

Note that the CPPs encourage local governments and their comprehensive plans to work in collaboration with other jurisdictions and non-governmental agencies. “When taken together, all the comprehensive plans of King County jurisdictions must “plan for and accommodate” the existing and projected housing

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needs of the county (RCW 36.70A.020 and 36.70A.070)” (introduction to CPP Housing chapter). “All comprehensive plans in King County combine to address the countywide need for housing ... at a level that ... results in the combined comprehensive plans in King County meeting countywide need” (H-1). “(T)his section promotes cross-sectoral and interjurisdictional coordination ... (to) meet the housing needs of households with extremely low, very low, and low incomes. ... (C)ollective efforts to fund or provide technical assistance for affordable housing development and preservation, and for the creation of strategies and programs, can help to meet the housing needs identified in comprehensive plans. Therefore, there are opportunities for efficiencies and greater impact through interjurisdictional cooperation” (introduction to CPPs H-6 and H-7). The CPPs encourage Kenmore and other cities not to think of affordable housing goals or issues as their’s to solve alone. For example, Kenmore may be able to plan for more than 1,061 homes affordable to low-income households or support some extremely low-income housing created in other communities. The city of Kenmore belongs to ARCH to make these opportunities happen.

SUMMARY OF LOCAL HOUSING STRATEGIES

Since incorporation, the city has taken action in several areas to address local housing needs. These include:

- Updates to the Downtown area plan have increased opportunities for creating new housing in the Downtown. This has allowed the city to have sufficient capacity to meet its 2006–2013 housing growth targets.
- In 2003, the city rezoned the old former Park and Ride site on 68th Avenue NE to allow housingenable a multifamily development, with a requirement that 25 percent of the units address local affordable housing needs. Spencer68 apartments opened in 2015, providing 56 affordable units, five for low-income households. The first phase of development of this property began in 2014. To help enhance affordability on the property, the city approved a twelve-year property tax exemption on residential improvements.
- The city has waived a portion of impact fees for a project that incorporated housing affordable to low-income households.
- The city has been an ongoing member of ARCH. Through the ARCH Trust Fund process, the city has regularly committed local funds for affordable housing projects in Kenmore and throughout the region, assisting over 170 with nearly 200 units affordable to lower-income households.
- Through participation in the countywide CDBG Consortium, 25 local homeowners have received Housing Repair loans since 2005 (9 applications in 2021).
- In 2015 and again in 2022, the city adopted increased density allowances in the Transit Oriented Development District with requirements for including affordable housing in new development.
- The city, in 2017, the city approved a Housing Strategy Plan identifying potential strategies to address affordable housing needs and prioritizing them for future consideration.
- In 2019, the city:
 - rezoned some of the City’s manufactured housing communities in order to preserve existing affordable housing in those communities.
 - amended zoning for portions of the Community Business zoning district, including incentives for development of affordable housing.
 - expanded the area eligible for a Multifamily Tax Exemption to the Transit-Oriented Development District.
- The City has adopted several residential renter protection regulations. In 2019, the city adopted an enhanced notice of rent increase. From March 20, 2021 through January 15, 2022, the city adopted a temporary moratorium on residential tenant evictions related to the Covid-19 pandemic. In June 2021, the City adopted four renter protections that remain in place through the Washington State and City of Kenmore declared emergency related to the Covid-19 pandemic:

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- o Creates a defense to eviction for rental debt accrued due to pandemic-related hardship.
- o Creates a defense to eviction if a tenant has a rental assistance application in process.
- o Bans late fees for rent that became due during the pandemic.
- o Requires landlords to certify that they have attempted to obtain rental assistance before filing for eviction due to unpaid rent accrued during the pandemic.
- In 2022 the City also is considering adopting additional residential protections including:
 - o Notice of rent increase required
 - o Cap on late fees
 - o Cap on move in fee
 - o Right to Payment Plan
 - o Rental unit registration program
 - o Just cause eviction program
 - o Right to relocation assistance
 - o Criminal background checks prohibited
 - o Bars discrimination due to immigration status
 - o Bars requirement of social security number
 - o Bans abusive, deceptive, and unfair practices in rental housing
 - o Rent due date may be altered due to tenant's fixed income
 - o Landlord may not demand child or person with disability to be signatory to lease if tenant of record is already a signatory
- In 2021, the city:
 - o created a reduced permit review process for projects containing affordable housing.
 - o The city adopted updated regulations to allow Accessory Dwelling Units, with over 3960 ADUs permitted to date.
- In 2022, the City Council authorized spending approximately 3 million dollars in federal American Rescue Plan Act (ARPA) funding for a project containing a minimum of 10% of dedicated affordable housing for those earning less than 30% AMI. The Council also authorized use of City surplus property for this development. It is anticipated that the development proposal will be submitted to the annual State and County funding pipeline in 2022.
- Also in 2022, the city adopted new standards allowing duplex and triplex development ("Missing Middle" housing) within ¼ mile of the City's two high-capacity transit corridors throughout the R-6, Residential, zoning district.

GOALS, OBJECTIVES, AND POLICIES

RESIDENTIAL NEIGHBORHOODS **SUB-ELEMENT**

GOAL H-1. PROMOTE AND MAINTAIN STRONG, DIVERSE, EQUITABLE, AND INCLUSIVE RESIDENTIAL NEIGHBORHOODS.

OBJECTIVE H-1.1 Encourage repair and maintenance of existing housing.

Policy H-1.1.1 Encourage private reinvestment in residential neighborhoods and private rehabilitation of housing by providing information, technical assistance, and referrals to appropriate agencies and organizations.

Policy H-1.1.2 Provide regular and appropriate levels of investment in transportation, pedestrian safety, surface water, and parks maintenance and improvements within residential neighborhoods, consistent with the City's capital improvement priorities. Encourage special districts to provide services and maintain infrastructure within

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1		residential neighborhoods consistent with adopted service and capital
2		improvement plans.
3	Policy H-1.1.3	In cooperation with King County, Puget Sound Energy, or other agencies, promote
4		the use of weatherization programs in existing housing.
5	OBJECTIVE H-1.2 Support housing stability through tenant protections for renters.	
6	Policy H-1.2.1	Implement tenant protections that increase housing stability such as notice of rent
7		increase and just cause eviction for tenants on termed leases.
8	OBJECTIVE H-1.3 Prioritize and plan for the retention of existing residents when considering	
9	zoning changes or capital projects. In particular consider impacts on	
10	marginalized people, with a particular focus on Black, Indigenous, and	
11	People of Color communities.	
12	Policy H-1.3.1	Support policies, practices, and programming that promote and retain diversity,
13		and ensure equity and inclusion in Kenmore.
14	OBJECTIVE H-1.24	Promote safe, physically accessible, well maintained, and well-designed
15		residential environments with associated open spaces.
16	Policy H-1.24.1	Encourage housing design and development that promotes public safety including
17		“Crime Prevention through Environmental Design” components as described in
18		the Land Use Community Design Sub-Element.
19	Policy H-1.24.2	Ensure development regulations address accessible housing and transportation
20		services. Residential structures as well as physical improvements, such as parking,
21		streets, and sidewalks, should allow for mobility and accessibility by all residents,
22		including the elderly and persons with disabilities, consistent with the
23		Transportation Element. Promote awareness of Universal Design improvements
24		that increase housing accessibility.
25	Policy H-1.4.3	Support well-maintained neighborhoods through an active code enforcement
26		program that does not disparately impact lower income residents.
27	Policy H-1.24.34	Prepare and implement development and design standards that acknowledge
28		neighborhood character and address compatibility with surrounding
29		development further the community vision consistent with Land Use and
30		Community Design Element goals and policies.
31	Policy H-1.24.45	Encourage energy and water efficiency in existing and new housing developments,
32		as addressed in the Utilities Element.
33	Policy H-1.24.56	Ensure adequate setbacks, landscaping, and buffering are required between
34		housing developments of significantly differing densities and between housing and
35		commercial areas.
36	Policy H-1.24.67	Ensure critical area regulations provide sufficient buffer widths consistent with the
37		quality and class of the protect environmentally sensitive areas and that the
38		regulations are fully implemented. Restrict intrusion into sensitive areas by nearby
39		residents and visitors.

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- 1 Policy H-1.24.78 Encourage cluster residential development along with open space, consistent with
2 the Land Use Element to protect and preserve environmentally-sensitive areas.
- 3 Policy H-1.24.9 Plan for residential neighborhoods that promote the health and well-being of
4 all residents by supporting active living and by reducing exposure to harmful
5 environmentsconditions.
- 6 **GOAL H-2. PROVIDE HOUSING OPPORTUNITIES IN KENMORE FOR PEOPLE**
7 **WITH SPECIAL NEEDS.**
- 8 **OBJECTIVE H-2.1 Provide opportunities for the development of short-term and permanent**
9 **housing for people with special needs.**
- 10 Policy H-2.1.1 Allow opportunities for assisted housing, for people with special needs, by:
- 11 a. Permitting group living situations, including those where residents receive
12 such supportive services as counseling, foster care or medical supervision in
13 accordance with state and federal laws; and,
- 14 b. Encouraging developers and owners of assisted housing units to undertake
15 activities to establish and maintain positive relationships with neighbors.
16 Encourage neighbors to similarly maintain those relationships.
- 17 Policy H-2.1.2 Ensure that group home providers have received appropriate licenses from federal
18 or state agencies where appropriate.
- 19 Policy H-2.1.3 Support housing options and services that enable seniors to stay in their homes or
20 neighborhoods.
- 21 **OBJECTIVE H-2.2 Support and promote community facilities and programs that are important**
22 **to the safety, health, and social needs of familiesresidents, children and**
23 **persons with special needs.**
- 24 Policy H-2.2.1 Increase coordination among providers of social, health, counseling, and other
25 services to individuals, families, children, and persons with special needs including
26 senior citizens, persons with physical or mental disabilities, persons with terminal
27 illness, or other special needs.
- 28 Policy H-2.2.2 Work with transit and transportation providers to increase access between special
29 needs housing and community facilities and programs in Kenmore or the
30 Northshore area.
- 31 Policy H-2.2.3 Support the location of social, recreational, health, safety, and other services in
32 Kenmore to serve people with special needs.
- 33 **Policy H-2.2.4 Support efforts by providers of social, health, counseling, and other services to**
34 **assist newly-arrived immigrant populations.**
- 35 Policy H-2.2.45 Support a range of housing options and services to help homeless persons and
36 families move to long-term financial independencestay sheltered.

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Policy H-2.2.56 Work with other jurisdictions, the Regional Homelessness Authority, and health and social service organizations to develop a coordinated, regional approach to homelessness.

RESIDENTIAL GROWTH

OBJECTIVE GOAL H-1.33. PLAN APPROPRIATE LAND USE DESIGNATIONS AND ZONING CATEGORIES TO ACCOMMODATE PROJECTED HOUSEHOLD GROWTH.

Policy H-1.3.1

OBJECTIVE H-3.1 Plan for an adequate supply of land to accommodate projected household growth, including but not limited to, affordable housing, multifamily housing, and special needs housing.

Policy H-4.3.1.2.1 Ensure zoning regulations accommodate a range of housing styles and types in appropriate locations, such as single-family detached dwellings, small houses on small lots, size-limited houses on smaller lots, duplexes, triplexes, cottage housing, townhouses, apartments, accessory dwellings, manufactured homes, and other types. Consider neighborhood character compatibility as well as housing needs and surrounding environmental conditions when applying zones, land use, and development standards.

Policy H-4.3.1.2 Continue to take an incremental approach to expanding medium density housing opportunities in the City.

OBJECTIVE H-1.43.2 Identify and support Kenmore's Downtown as a center for commercial, civic, cultural, park, and higher density housing uses and activities consistent with its designation as a Countywide Growth Center.

Policy H-4.43.2.1 Develop mixed-use, higher density districts in Downtown Kenmore, meeting community goals to develop community identity, provide vital business and service opportunities, concentration of higher density housing close to high-capacity transit, and provide multi-modal transportation services and connections to those services.

Policy H-4.43.2.2 When higher densities are applied to residential and mixed use development in the Downtown, include requirements for the provision of affordable housing.

Policy H-4.43.2.3 Offer density bonuses and density transfers, where appropriate, to achieve a compact, vital Downtown, as well as meet environmental and affordable housing goals.

Policy H-4.2.83.2.4 Encourage property consolidation in the Downtown, through density bonuses or other incentives, to create mixed-use and multi-family developments that offer a range of site and community benefits such as private and public open spaces and plazas, structured parking, and other amenities.

Policy H-3.2.5 Address issues of diversity, equity and inclusion for historically-marginalized groups when developing Kenmore's Countywide Growth Center approaches.

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Policy H-3.2.6 East of Downtown, in the area of transit-supportive development near the Park and Ride, require long-term low-cost housing as a condition of development.

HOUSING AFFORDABILITY ~~SUB-ELEMENT~~

GOAL H-34. MAKE ADEQUATE PROVISIONS FOR A PROPORTIONATE AMOUNT OF THE EXISTING AND PROJECTED COUNTYWIDE NEED FOR HOUSING AT ALL INCOME LEVELS.

OBJECTIVE H-34.1 Encourage retention of the existing housing stock in Kenmore as a source of affordable housing.

Policy H-34.1.1 Promote the use of housing rehabilitation assistance (from King County, for example) to lower-income homeowners and to landlords who rent to lower-income people.

Policy H-34.1.2 Support the acquisition, rehabilitation, and preservation of existing affordable housing by agencies and organizations as an alternative to new construction.

Policy H-4.1.3 Allow existing legally created duplexes, triplexes, and other medium-density housing types in the low and medium density residential classifications to continue without “nonconformance” limitations related to density, setbacks, height, or lot size.

Policy H-34.1.24 ~~Consider measures~~ Aspire to preserve and maintain existing manufactured housing communities.

Policy H-34.1.35 When displacement is unavoidable, ~~encourage~~ determine who is most likely to be harmed and ensure that the brunt of the impact is not carried by the same communities in Kenmore. Support relocation assistance and development of replacement housing to be developed, where feasible, to help very low- and low-income households. For mobile home parks in particular, consider a funding pool to assist low- and moderate-income residents in deteriorating and obsolete mobile homes to find alternative housing in the community, or help to establish preferences in nearby housing for persons giving up their homes.

OBJECTIVE H-34.2 Adopt programs and regulations that support housing affordable to extremely low-, very low-, low-, and moderate-income households, comparable to the countywide need.¹

Policy H-34.2.1 Support efforts of private developers, both for-profit and not-for-profit, to preserve or develop affordable housing, including housing with on-site services, for extremely low-, very low-, low- and moderate-income families. Consider the following roles for the City’s active participation:

- a. Whenever possible, integrate affordable housing plans into proposals for development of publicly owned properties.

¹ See Countywide Planning Policies

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- 1 b. Play a partnership role with nonprofit housing project sponsors by
2 supporting applications for CDBG, HOME, and other Federal, State, or
3 local funding sources for the projects.
- 4 c. Enter into a long-term partnership with one or more nonprofit housing
5 developers to identify sites and ~~decide on the timing of~~
6 ~~applications~~ identify opportunities for public funding.
- 7 d. Actively support affordable housing projects by expediting the permitting
8 process, reducing development fees, or similar measures.
- 9 e. Consider regulatory changes such as reducing parking requirements,
10 updating building codes to promote innovative, low-cost development,
11 and expanding the Multifamily Tax Exemption (MFTE) program to
12 support more affordable housing development.
- 13 Policy H-~~34.2.2~~ Participate in A Regional Coalition for Housing (ARCH) to help develop and
14 preserve affordable housing in the community and region. ~~Maintain data~~
15 ~~demonstrating the impact in the City of Kenmore and communicate the results to~~
16 ~~the community for continued understanding and support.~~
- 17 Policy H-~~34.2.3~~ Identify and catalogue real property owned by the City that is no longer required
18 for its purposes and is suitable for the development of affordable housing for
19 ~~extremely~~very-low, to moderate-income households. ~~Engage with community~~
20 ~~partners on how best to use these resources.~~
- 21 Policy H-~~34.2.54~~ Use local resources, as available, to leverage other public and private funding for
22 the creation or preservation of affordable housing.
- 23 Policy H-~~34.2.45~~ Use density bonuses, inclusionary programs, and other methods with mixed-use
24 and multi-family developments to provide housing affordable to ~~extremely~~ low-
25 ~~and to~~ moderate-income households.
- 26 ~~Policy H-4.2.6 As part of any rezone that increases residential capacity, consider requiring that a~~
27 ~~portion of the new units be affordable to extremely low-, very low- or low-income~~
28 ~~households.~~
- 29 ~~Policy H-4.2.7 Before implementing a new policy or regulation, consider how it will impact the~~
30 ~~cost to build a home.~~
- 31 ~~Policy H-4.2.8 Focus on projects that promote access to opportunity, anti-displacement, and~~
32 ~~wealth building for Black, Indigenous, and People of Color communities.~~
- 33 ~~Policy H-4.2.9 Support alternative homeownership models that lower barriers to ownership and~~
34 ~~provide long-term affordability, such as community land trusts, and limited or~~
35 ~~shared equity co-ops~~
- 36 ~~Policy H-~~34.2.9~~10 Collaborate with other organizations or entities to evaluate ~~tiny home villages as a~~~~
37 ~~ways to address transitional homeless housing or provide an additional housing~~
38 ~~type.~~
- 39 Policy H-~~34.2.6~~11 Ensure that affordable housing achieved through public incentives or assistance
40 remains affordable for the longest possible term.

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- 1 Policy H-34.2.7.12 Collaborate with other local governments directly and through membership
2 associations (e.g., Puget Sound Regional Council) on regional housing strategies,
3 especially related to providing **extremely** low- and very low-income housing.
- 4 Policy H-34.2.8.13 Support legislation and funding at the **local**, county, state, and federal levels that
5 would promote the city's housing goals and policies.
- 6 **OBJECTIVE H-34.3 Provide zoning and development standards that integrate affordable housing**
7 **compatibly into the community.**
- 8 Policy H-34.3.1 Allow designated manufactured homes built to state standards on single-family
9 lots.
- 10 Policy H-34.3.2 Allow and accommodate accessory dwelling units in **single-family low and**
11 **medium density residential** districts.
- 12 Policy H-34.3.3 Pursue land use policies and regulations that:
- 13 a. Result in lower development costs without loss of adequate public review,
14 environmental quality, or public safety; and,
- 15 b. Do not reduce design quality, inhibit infrastructure financing strategies, or
16 increase maintenance costs for public facilities.
- 17 ~~Policy H-3.3.4 Promote fair housing for all persons and ensure that no city policies, programs,~~
18 ~~regulations or decisions result in housing discrimination.~~ (MOVED)

19

20

HOUSING EQUITY

21 **GOAL H-5. ACKNOWLEDGE THE HISTORICAL INEQUITIES THAT LIMITED THE ABILITY**
22 **OF ALL RESIDENTS TO LIVE IN THE NEIGHBORHOOD OF THEIR CHOICE**
23 **AND WORK TO REDUCE DISPARITIES IN ACCESS TO NEIGHBORHOODS**
24 **WITH GOOD SCHOOLS, PARKS, AND OTHER AMENITIES.**

25 **OBJECTIVE H-5.1 Promote fair housing for all persons regardless of race, gender identity, sexual**
26 **identity, ability, use of a service animal, age, immigration status, national**
27 **origin, familial status, religion, source of income, military status, or**
28 **membership in any other relevant category of protected people.**

29 **Policy H-5.1.1 Utilize the City's Diversity, Equity and Inclusion (DEI) program to e**
30 **nsure that no city housing policies, programs, regulations, or decisions do not result in**
31 **housing discrimination.**

32 **Policy H-5.1.2 Work with the legislature, King County, or other agencies to authorize**
33 **homeowners to easily remove discriminatory restrictive covenants from deeds and**
34 **other property documents.**

35 **Policy H-5.1.3 Support use of housing choice vouchers in Kenmore.**

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Policy H-5.1.4 Consider environmental health in neighborhoods where affordable housing exists or is anticipated, and plan for environmentally healthy neighborhoods for all residents.

IMPLEMENTATION STRATEGIES

To organize and carry out these goals, objectives and policies, as well as to prepare the City for the next Comprehensive Plan update, the City will undertake the following:

- Work with neighborhoods and historically underrepresented groups when new policies, plans or programs are proposed to ensure that their unique issues are considered.
- Continue to consider opportunities to expand locations for medium density residential housing types, such as duplexes, triplexes, cottage housing, and size-restricted houses on smaller lots.
- Adopt development standards for reduced minimum lot sizes with maximum house size restrictions on small lots and consider cottage housing in some low (R-6) and medium density classifications. When considering maximum house sizes for smaller houses on smaller lots, remain mindful of the needs of multigenerational and large families. Also take into account open space needs and environmental protection, as well as accessory dwelling unit standards.
- Revise the Strategy Plan as needed to achieve more of the Housing Element's goals, objectives, and policies.
- ~~Continue to review the action steps and priorities from the Housing Strategy Plan.~~
- Implement the Housing Strategy Plan ~~in coordination with ARCH.~~
- Maintain communications with, or participation in, regional agencies and projects.
- Monitor housing needs and supply over time, especially data that indicate progress toward meeting a proportionate share of the countywide needs for affordable housing and improved access to opportunity for Black, Indigenous, and People of Color communities. Reassess and adjust policies and regulations as necessary to achieve City goals.
- Evaluate and report results of the Strategy Plan and how the goals, objectives, and policies of this Housing Element have been achieved.

REFERENCES

A Regional Coalition for Housing (2014/2022). East King County Housing Analysis, Redmond, WA.

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ENDNOTES

“2019 Estimated Supply” is the number of housing units in 2019, according to the Washington Office of Financial Management (OFM), distributed to each affordability category by the percentages in each jurisdiction’s housing supply, according to the Comprehensive Housing Affordability Strategy (CHAS) estimates of 2014 – 2018 5-Year Estimates. (CHAS 2015 – 2019 estimates are not yet available.) For example, from 2014 – 2018, Kenmore averaged 3 percent of its housing units affordable to households with incomes at or below 30% of the Area Median Income (AMI). That percentage was applied to the city’s 2019 total for an estimated 278 housing units affordable at that level.

“2044 Apportioned Demand” is the number of housing units the jurisdiction must plan for in 2044 distributed to each affordability category by the percentage goals set in Countywide Planning Policies. Kenmore’s 2019 – 2044 housing target of 3,070, added to the supply existing in 2019 (9,485) equals 12,555 housing units. Countywide Planning Policy (CPP) percentages are based on household incomes and cost-burdened households across King County, according to the CHAS 2013 – 2017 5-Year Estimates available when the CPPs were drafted.

“2019 – 2044 Need” is the difference between the 2044 Apportioned Demand and the 2019 Estimated Supply at each affordability level. A positive number represents housing units that the jurisdiction must plan for, and a negative number represents a surplus of housing units at that affordability level.

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CAPITAL FACILITIES ELEMENT AMENDMENTS

INTRODUCTION

Purpose

The Capital Facilities Element is intended to assist the City of Kenmore and its officials make the financial decisions to ensure that the public facilities and services City residents rely on will continue to adequately support City residents today and into the future. The Capital Facilities Element places particular focus on those facilities that the City is responsible for funding. This Element contains a six-year plan for capital improvements that support the City of Kenmore's current and future population and economy. The six-year capital improvements described here must be fully funded.

Another purpose of the Capital Facilities Element is to respond to Growth Management Act requirements to provide a process to review the potential siting of uses typically difficult to locate in most communities due to environmental, economic, or social costs. This Element provides policies that would guide local permit and public review of essential public facilities.

Growth Management Act Requirements

The Growth Management Act (GMA) establishes many of the requirements of the capital facilities element. It establishes an overall goal to "ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards." The GMA requires that the capital facilities element include an inventory of existing publicly owned capital facilities, a forecast of the future needs for new or expanded facilities, and a six-year plan to indicate from what sources the identified future facilities will be financed. The GMA defines public facilities to include roadways, street lighting, traffic signals, sidewalks, domestic water systems, storm and sanitary sewer systems, parks and recreational facilities, and schools. Public services are defined to include fire protection, law enforcement, public health, education, recreation, environmental protection, and other government^{al} services. The Capital Facilities Element is intended to provide a general assessment of major public services which impact land use issues, rather than a detailed analysis of every service provided by government.

Another key GMA requirement is to include a process for identifying and siting essential public facilities. Essential public facilities include "those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, **community facilities as defined in RCW 72.05.020**, and secure community transition facilities as defined in RCW 71.09.020." No local comprehensive plan or development regulation may preclude the siting of essential public facilities.

VISION 2050

VISION 2050 acknowledges that expanding public services to accommodate growth can create challenges in how and where to site new facilities. While capital facilities are essential to communities,

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commerce, and quality of life, they often affect the environment and adjacent communities. Policies support locating development in a manner that minimizes impacts to natural features. They also promote the use of innovative environmentally-sensitive development practices, including design, materials, construction, and on-going maintenance. VISION 2050 adds a new emphasis on equity considerations to ensure that both the benefits and the impacts of capital facilities are shared by communities throughout the region.

Countywide Planning Policies

The King County Countywide Planning Policies (CPPs) include general policies regarding adequate infrastructure for planned development for those areas within the Urban Growth Area. Growth is to be directed to centers and urbanized areas with existing infrastructure capacity. Policies also include several policy statements regarding water and wastewater. In summary, the policies address regional coordination of water supplies, water conservation, alternate sewer treatment technologies and systems, and preference for urban water and sewer systems to serve new construction in the areas identified for growth.

The King County Countywide Planning Policies CPPs indicate state that public capital facilities of a regional or statewide nature should be sited in a way that equitably disperses impacts and benefits and supports the Countywide Planning Policies using a process that incorporates broad public involvement, especially from historically marginalized and disproportionately burdened communities. As in VISION 2050, the CPPs emphasize that the impacts and benefits of public capital facilities should be equitably dispersed while still reflecting the CPPs' overall policy directions.

When siting and building essential public services and facilities, CPP policies support consideration of climate change, economic, equity, and health impacts.

Concurrency, Level of Service and Impact Fees

Concurrency refers to the timely provision of public facilities and services relative to the need for them, especially for transportation improvements. WAC 365-196-210 states, "Concurrency means that adequate public facilities are available when the impacts of development occur, or within a specified time thereafter." The City maintains a 6-year capital improvement program that identifies needed improvements and the funds to pay for them. Longer-term facilities plans are described in individual Comprehensive Plan elements or summarized in this element, along with estimates of future costs, if available.

Level of service standards provide the baseline by which the impacts of new development are measured. WAC 365-196-210 states, "Level of service means an established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need. Level of service standards are synonymous with locally established minimum standards." For transportation facilities, if growth will reduce the level of service below the City's adopted standards, development permits cannot be issued until facilities are provided. The Transportation Element discusses level of service standards for multimodal transportation facilities.

The City's impact fee requirements are in place to maintain desired levels of service by providing funding from new development for needed improvements. Impact fees are available as a funding mechanism for transportation facilities, parks, fire protection facilities, and schools. The City requires impact fees for transportation facilities and parks. If When the Northshore School District determines that impact fees for schools are needed, they may request that the City collect school impact fees on their behalf. The need for additional fire protection facilities was not identified in the Public Services Element.

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Sound Fiscal Management

Planning for major capital facilities and their costs enables the City of Kenmore to demonstrate the need for facilities and the need for revenues to pay for them. It also allows the City to estimate the future operation/maintenance costs of new facilities that will impact the annual budget. Additionally, it helps the City take advantage of sources of revenue (i.e., grants, fees, real estate excise taxes) that require a Capital Facilities Plan to qualify for the revenue. Lastly, it may help the City get better ratings on bond issues when the City borrows money for capital facilities.

Eligibility for Grants and Loans

The State Department of Community Development's Public Works Trust Fund requires that local governments have a Capital Facilities Plan in order to be eligible for grants and loans. Some other grants and loans have similar requirements (i.e., Washington State Recreation and Conservation Office grants, or the Department of Ecology's Centennial Clean Water Fund), or give preference to jurisdictions that have a Plan.

INVENTORY/FORECAST OF FUTURE NEEDS**General**

The inventory and forecast of needs required in the Capital Facilities Element have been met in other Elements as follows:

- Existing and future needs for transportation facilities, **Chapter 6, Transportation Element**
- Domestic water systems, storm and sanitary sewer systems, **Chapter 8, Surface Water Element and Chapter 10, Utilities Element**
- Parks and recreational facilities, **Chapter 7, Parks, Recreation and Open Space Element**
- Government services including City, fire, police, human, library, and school services, **Chapter 9, Public Services Element**
- **Affordable housing provision, Chapter 5, Housing Element**

Levels of service analyses, where appropriate, also are discussed in these other Elements.

In 2018, the City of Lake Forest Park ended their contract with the City of Kenmore to provide public works services. The existing public works shop in Lake Forest Park will no longer be used by the City of Kenmore. This shop provides services needed to support the Transportation; Parks, Recreation and Open Space; Surface Water; and Public Services Elements of this Plan. Based on a level-of-service analysis of Kenmore's participation in the Lake Forest Park shop, the City estimates that a shop capable of housing twelve employees (five maintenance workers, an Administrative Assistant and six seasonal employees) will be required. This shop would maintain existing shop capacity and would continue to serve the City for the foreseeable future.

Housing Element policies support the use of surplus public property and local resources to leverage other public and private funding for the creation or preservation of affordable housing. In 2021/2022, the City Council determined that developing a project to provide affordable housing would fulfill not only a Council priority, but also would implement the goals, objectives, and policies of the Housing Element. Preliminarily, funding from the City's American Rescue Plan Act (ARPA) allocation and the ARCH

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Housing Trust Fund, along with a donation of surplus City property will advance this effort. Other affordable housing projects may be identified in the future for City participation.

The focus of the Capital Facilities Element is to identify the capital facility costs and timeframes for at least 6 years to support the Comprehensive Plan.

Essential Public Facilities

Existing Essential Public Facilities

Within Kenmore today, there are several existing facilities that would qualify as “essential public facilities” including, but not limited to:

- SR-522 – Bothell Way, a state transportation facility (classified as a Highway of Statewide Significance)
- Kenmore Air Harbor, a private seaplane base, which is considered a “public use airport” by the Washington State Aviation System Plan
- Several adult family homes and group homes as described in **Chapter 5, Housing Element**.

Although not specifically listed in the definition of essential public facilities, regional wastewater facilities could be considered essential public facilities, since the definition lists examples and is not a definitive list. Examples of regional wastewater facilities include:

- King County Department of Natural Resources, Wastewater Treatment Division, regional facilities within Kenmore. These include the Kenmore Pump Station/Logboom Regulator System, Swamp Creek Trunk, and Kenmore Interceptor. The Kenmore Pump Station/Logboom Regulator System controls flows in the Kenmore Lakeline, a 48-inch diameter, five-mile long pipeline constructed in Lake Washington between Kenmore and Matthew’s Beach. This system conveys sewage from King County’s North Service Area to Matthews Beach Pump Station and from there to the West Point Treatment Plant. The Kenmore Interceptor is a 72-inch diameter sewer within Kenmore that enters the City from the east.

Planned Essential Public Facilities

The State of Washington Office of Financial Management (OFM) is required to maintain a list of those essential state public facilities that are required or likely to be built within the next six years. The OFM ~~2015-2021~~2021-2027 Six-Year Facilities Plan includes no planned facilities in Kenmore.

CAPITAL FACILITIES PLANNING

This section addresses short and long-term improvement plans for City facilities including parks and recreation, surface water and transportation. **Tables CF-A** through **CF-D** are the Capital Facilities Plans through 2035 for transportation and surface water and through 2040 for parks, recreation and open spaces. **Table CF-E** is the City’s current Capital Improvement Program, showing the 6-year plans for capital facilities with forecasts of expenditures and revenues. Cost estimates and revenue projections are most accurate for the current biennium and least accurate for the long-term assessments. Projects and schedules in the Capital Facilities Element of the Comprehensive Plan will be updated annually as needed as part of in conjunction with the City’s budget process.

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1 The Element also incorporates by reference the 6-year capital facility plans for the special districts that
2 provide water, wastewater services, fire protection and school services: the Northshore Utility District, the
3 Northshore Fire Department and the Northshore School District. Agencies or special districts, in accordance
4 with the provisions of the Growth Management Act, may need to update their Comprehensive Plans and/or
5 6-year capital improvement plans in order to be consistent with the City's Comprehensive Plan.

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**TABLE CF-A
PARKS CAPITAL IMPROVEMENTS
CITY OF KENMORE**

2020-2040 FISCALLY UNCONSTRAINED LIST

PROJECT DETAIL	TOTAL DOLLAR AMOUNT
ACQUISITION	
Short-Term	
Swamp Creek Wetland Acquisition – Phase 1	1,700,000
Mid-Term	
Bastyr Field Replacement (Feasibility Study)	150,000
Tolt Pipeline – Phase 2 (73 rd Ave. NE to 80 th Ave. NE)	1,230,000
New Parkland Acquisition	5,560,785
WaterWalk Trail Acquisition – Phase 1 (Log Boom to Squires Landing Access)	741,438
Long-Term	
Moorlands Park Expansion Acquisition	741,438
Swamp Creek Wetland Acquisition – Phase 2	4,655,000
Aquatic/Community Center Partnership (¼ cost)	6,250,000
Lake Washington Waterfront Park Acquisitions	7,414,380
New Parkland Acquisition	16,682,355
Sammamish River Waterfront Park Acquisitions	8,897,256
DEVELOPMENT	
Short-Term	
Twin Springs Interim Use Plan	100,000
Moorlands Park Improvements	50,000
Rhododendron Park Boardwalk & Float Mitigation	96,000 + 8,000
Squires Landing Access Replacement Float Mitigation	16,000
Squires Landing Access Waterfront Access Project	5,750,000
Log Boom Park Waterfront Access Project	2,740,000
Rhododendron Park – Phase 2 Boatshed	487,000
Swamp Creek Wetland Trail Access Point	75,000
Linwood Park (Master Plan)	1,057,770

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Mid-Term	
City Hall Park – Phase 2	620,000
Linwood Park (Implementation)	1,051,770
Rhododendron Park – Phase 3	1,040,000
Athletic Fields	3,500,000
Swamp Creek Wetland Nature Trail	1,785,000
Tolt Pipeline Trail Phase 2 (73rd Ave. NE to 80th Ave. NE)	350,000
Twin Springs Park Phase 2 Trails	1,716,000
Twin Springs Park Phase 3 (Nature Play, Shelter)	1,800,000
Wallace Swamp Creek Park (Master Plan, Implement)	1,281,500
ADA and Universal Access	*
Dog Off-Leash Area	739,000
Existing Park Capacity Improvements (Expansion or New Features)	9,750,000
Restoration of Natural Areas	*
Safe Routes to Parks	*
WaterWalk Trail Development (Feasibility and Implementation)	5,000,000
Long-Term	
Moorlands Park Expansion Development	1,650,000
Squires Landing Waterfront Access – Phase 2	4,144,800
Tolt Pipeline Trail Phase 2	3,402,000
Aquatic/Community Center Partnership Development (1/4 cost)	10,625,000
ADA and Universal Access	*
Existing Park Capacity Improvements	9,750,000
Lake Washington Waterfront Park Development	10,000,000
Natural Area Restoration	*
New Park Land Development	45,000,000
Safe Routes to Parks	*

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Sammamish River Waterfront Park Development	5,000,000
WaterWalk Trail Development	5,000,000
REPAIR/REPLACEMENT (RENOVATION)	
Short-Term	
Park Facility Repair/Replacement	*
Mid- Term	
Park Facility Repair/Replacement	*
Long-Term	
Park Facility Major Repairs/Replacement	*
Total	<u>\$186,655,722</u> <u>181,673,722</u>

*Dollar amount is not included at this time as the scale and scope of the project has not been determined

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TABLE CF-B
SURFACE WATER FACILITIES CAPITAL IMPROVEMENTS
CITY OF KENMORE
~~2015~~2022-2035 FISCALLY UNCONSTRAINED LIST

PROJECT DETAIL	TOTAL DOLLAR AMOUNT
Little Swamp Creek Culvert Replacement at 192ND Street	395,000
0056 Culvert Replacement and Repairs at 190 TH Street	1,111,000 2,700,000
Surface Water Component of SR 522 Corridor Improvement Project – West A	634,000
Tributary 0056 Evaluation	100,000
Ditch Rehabilitation	68,000
Tributary 0057 Evaluation	25,000 50,000
Sammamish Tributary 02 Evaluation	25,000
Small Works Projects	1,030,000
Strawberry Hills Surface Water Facility Retrofit	460,000
Wallace Swamp Creek Park Pond Beaver Management	96,000
Little Swamp Creek Relocation	1,274,000 4,500,000
Northlake Heights LID Retrofit	1,588,000 1,274,000
Juanita Drive Surface Water Facility Retrofit	698,000
Kenmore Lane (Plat) Facility Retrofit	1,000,000
Blueberry Creek Culvert Replacement	2,500,000
NE 202nd St. Culvert Replacement	2,500,000
NE 192nd St. West Culvert Replacement	2,500,000
TOTAL	\$7,474,00018,958,000

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TABLE CF-C
TRANSPORTATION CAPITAL IMPROVEMENTS
CITY OF KENMORE

20152022-2035 AND BEYOND FISCALLY UNCONSTRAINED LIST

PROJECT DETAIL	TOTAL DOLLAR AMOUNT
West Sammamish River Bridge	20,000,000 41,495,000
SR-522 Improvements (61st-65th)	9,800,000
SR-522 Improvements (Lake Forest Park-61 st)	9,000,000
Sidewalk and Crossing Program	900,000
Downtown Parking Feasibility Study	75,000
61 st Ave. Sidewalk Replacement (East Side)	2,100,000 3,500,000
61st Ave. Sidewalk Replacement (West Side)	1,500,000
Neighborhood Transportation Plans	1,500,000
Arterial Restriping to add Bike Lanes on 73 rd Ave. (south of 192 nd), 80 th Ave. and Simonds Road	360,000
Juanita Drive (NE 143 rd St. to NE 170 th St.)	13,000,000 16,845,000
Feasibility Study for Grade-Separated Crossing of SR 522	250,000 500,000
68 th Ave. Northbound Right Turn Pocket Extension	2,600,000 1,600,000
175 th Lower Swamp Creek Bridge	810,000 3,000,000
Yellow Standard Pedestrian Facilities	18,900,000
Yellow Standard Bicycle Facilities	18,800,000
Improved Pedestrian Crossings	650,000
Grade Separated SR522 Crossing	17,100,000
Intersection Treatments at 67 th Ave./181 st St. and 67 th Ave./175 th St.	6,000,000
Intersection Treatments at 73 rd Ave./192 nd St., 80 th Ave./192 nd St., and 84 th Ave./Simonds Rd.	3,800,000
Lakepointe Drive West (SR522 to 68 th Ave.), including new intersection at 68 th Ave.	7,500,000
175 th Signal Removal	20,000
Lake Pointe Dr. East (68 th Ave. to SR 522)	7,500,000

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TOTAL	<u>\$140,665,000</u> <u>159,045,000</u>
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TABLE CF-D
OTHER CAPITAL IMPROVEMENTS
CITY OF KENMORE
~~2015-2035~~2022-2044 AND BEYOND FISCALLY UNCONSTRAINED LIST

PROJECT DETAIL	TOTAL DOLLAR AMOUNT
Public Works Shop Land Acquisition and Development	\$6,500,000 10- 20,000,000
Affordable Housing Development	\$8,090,000
TOTAL	\$6,500,000 18,090,000-28,090,000

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TABLE CF-E
CAPITAL IMPROVEMENT PROGRAM
AS ADOPTED FOR THE YEARS 2021-2026

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EXPENDITURES	2021 Adopted	2022 Adopted	2023 Adopted	2024 Adopted	2025 Adopted	2026 Adopted	2021-2026 Totals
<u>PARKS</u>							
P 1 Twin Springs Interim Use	\$227,900	\$0	\$0	\$0	\$0	\$0	\$227,900
P 18 Rhododendron Park Waterfront & Open Space	18,000	8,000		0	0	0	26,000
P 18a Rhododendron Park Float Mitigation	2,000	2,000	0	0	0	0	4,000
P 26 Tlahwadees Landing Float Mitigation	4,000	4,000	0	0	0	0	8,000
P 27 Tlahwadees Landing Park Waterfront & Mitigation	179,762	8,078,190	30,000	43,000	43,000	43,000	8,416,952
P 28 Log Boom Park Waterfront Access & Mitigation	2,490,461	725,382	60,000	42,500	42,500	42,500	3,403,343
P 30 Rhododendron Park Boathouse Pavilion	3,200	3,200	3,200	3,200	3,200	0	16,000
P 31 Tlahwadees Landing Park Land Acquisition-Op	150,151	0	0	0	0	0	150,151
P 32 Moorlands Field Lighting	0	0	0	10,000	60,000	580,000	650,000
Total Parks	\$3,075,474	\$8,820,772	\$93,200	\$98,700	\$148,700	\$665,500	\$12,902,346
<u>TRANSPORTATION</u>							
T 8 SR 522 West B 57th to 61st	\$5,000	\$250,000	\$250,000	\$900,000	\$585,000	\$10,000	\$2,000,000
T 27 Sidewalk Program:							
Sidewalk Gaps/ADA Replacement Program	20,000	150,000	100,000	100,000	100,000	100,000	570,000
T27x NE 192nd Ave Sidewalks (73rd Ave -75th /	500	86,306	344,194	0	0	0	431,000
T 47 Arrowhead Dr	1,000	60,000	85,900	980,348	0	0	1,127,248
T 35 Pavement Preservation	150,000	990,000	150,000	990,000	150,000	990,000	3,420,000
T 37 West Samm Bridge	18,024,711	8,643,947	893,176	9,757	9,759	78,632	27,659,982
T 38 175th St/ Swamp Creek Crossing	0	25,000	25,000	175,000	200,000	2,200,000	2,625,000
T 41 Juanita Dr Pedestrian & Bicycle Safety All Segm	9,897,233	358,699	0	0	0	0	10,255,932
T 42 68th Ave Pedestrian & Bicycle Safety All Segm	9,167,718	2,733,503	0	0	0	0	11,901,221
T 44 61 Ave Sidewalk Replacement Project	85,000	165,000	4,674,265	0	0	0	4,924,265
T 48 2018 Local Road Safety - Signing	292,000	0	0	0	0	0	292,000
T 49 2018 Local Road Safety - Lighting	35,000	0	0	0	0	0	35,000
T 50 SR522 Gateway Sign East	20,000	0	0	0	0	0	20,000
T51 Burk-Gilman Trail/NE 175th St. wayfinding&	10,000	296,047	0	0	0	0	306,047
Total Transportation	\$37,708,162	\$13,758,502	\$6,522,535	\$3,155,105	\$1,044,759	\$3,378,632	\$65,567,695
<u>SURFACE WATER</u>							
SW 8 190th St. Fish Passable Culvert	\$316,000	\$2,074,580	\$0	\$0	\$0	\$0	\$2,390,580
SW 8 Trust Fund Loan Repayment	81,650	81,650	81,650	81,650	81,650	81,650	489,900
SW 17 Little Swamp Creek Relocation	0	0	0	0	800,000	814,300	1,614,300
SW 20 Small Works Projects	75,000	75,000	75,000	75,000	75,000	75,000	450,000
SW 29 Infiltration Tank Retrofit at 61st Ave NE/NE	0	0	0	0	500,000	0	500,000
SW 31 Drainage Impr & Street Repair at 66th Ave N	200,000	0	0	0	0	0	200,000
SW 32 61st Ave Stabilization	150,000	0	0	0	0	0	150,000
SW 34 Blueberry Creek Culverts	0	200,000	300,000	1,000,000	0	0	1,500,000
SW 34 Blueberry Creek Culverts Bank Note Repaym	0	0	0	0	120,000	120,000	240,000
T 44 61 Ave Sidewalk Replacement Project	0	0	30,000	0	0	0	30,000
T 37 West Samm Bridge (SWM Component)	649,587	0	0	0	0	0	649,587
Total Surface Water	\$1,472,237	\$2,431,230	\$486,650	\$1,156,650	\$1,576,650	\$1,090,950	\$8,214,367
<u>CITY FACILITIES</u>							
F 1 Public Works Shop Land Acquisition & Develop	\$6,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$10,000,000
Consultant and Acquisition Costs.	100,000	0	0	0	0	0	100,000
F 2 Debt Repayment	0	641,000	639,000	636,000	638,000	639,000	3,193,000
Total City Facilities	\$6,100,000	\$641,000	\$4,639,000	\$636,000	\$638,000	\$639,000	\$13,293,000
TOTAL EXPENDITURES	\$48,355,873	\$25,651,504	\$11,741,385	\$5,046,455	\$3,408,109	\$5,774,082	\$99,977,408

Attachment 5 - Final Revised Capital Facilities Element (1)

2022

Capital Facilities Element

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TABLE CF-E
CAPITAL IMPROVEMENT PROGRAM
AS ADOPTED FOR THE YEARS 2021-2026

REVENUES	2021 Adopted	2022 Adopted	2023 Adopted	2024 Adopted	2025 Adopted	2026 Adopted	2021-2026 Totals
Park Impact Fee Revenue	76,000	581,410	0	10,000	60,000	290,000	1,017,410
State Department of Commerce Award: Twin Spring	151,900	0	0	0	0	0	151,900
State Appropriation Unsecured	0	927,000	0	0	0	0	927,000
RCO Park Grants	209,093	961,482	0	0	0	290,000	1,460,575
King County Park Levy	9,200	309,200	63,200	45,700	45,700	42,500	515,500
King County Conservation District, secured	0	213,000	0	0	0	0	213,000
King County Waterworks Grants	0	100,000	0	0	0	0	100,000
Walkways & Waterways Bonds: Log Boom, Squires	1,791,571	4,147,950	0	0	0	0	5,939,521
City Swamp Creek Basin Funds	150,151	550,486	30,000	43,000	43,000	43,000	859,637
Public Art Fund	55,559	24,083	0	0	0	0	79,642
Real Estate Excise Tax (Parks)	632,000	1,006,161	0	0	0	0	1,638,161
Transportation Impact Fee Revenue	3,258,848	358,699	0	0	0	0	3,617,547
Real Estate Excise Tax (Transportation)	\$3,165,050	\$2,140,000	\$250,000	\$1,090,000	\$250,000	\$1,090,000	7,985,050
Dept of Commerce: Juanita Drive	194,000	0	0	0	0	0	194,000
WSDOT Safe Routes to School - Sidewalks	1,500	146,306	430,094	980,348	0	0	1,558,248
WSDOT pedestrian/bike grant	65,000	461,047	1,144,265	0	0	0	1,670,312
Future Grants	0	0	3,500,000	0	0	0	3,500,000
Federal Highway Safety Impr Program - Sidewalks	326,000	0	0	0	0	0	326,000
Walkways & Waterways Bonds: Juanita and 68th Av	5,908,160	400,000	0	0	0	0	6,308,160
WSDOT Grants: Juanita Drive	1,704,000	0	0	0	0	0	1,704,000
Sound Transit Grant Juanita Drive	1,278,000	0	0	0	0	0	1,278,000
Reimbursements from Other Agencies	2,765,330	0	0	0	0	0	2,765,330
Connecting WA Funds T8	5,000	250,000	250,000	900,000	585,000	10,000	2,000,000
DOE Grant: Juanita and 68th Ave	1,012,563	0	0	0	0	0	1,012,563
Strategic Opportunity Fund	0	1,333,503	0	0	0	0	1,333,503
Other grant or funding	0	25,000	25,000	175,000	200,000	2,200,000	2,625,000
Surface Water Utility Funds	0	0	30,000	0	0	0	30,000
Transportation Impact Fee Revenue-Samm Bridge	0	45,000	352,770	9,757	9,759	78,632	495,918
Real Estate Excise Tax (Transportation) - Samm Brid	0	996,913	500,000	0	0	0	1,496,913
BRAC Grant West Samm Bridge Replacement	3,692,856	0	0	0	0	0	3,692,856
TIB Grant: West Samm Bridge Replacement	3,650,023	1,295,403	0	0	0	0	4,945,426
Connecting WA Funds West Samm Bridge Replacen	9,619,546	6,306,631	40,406	0	0	0	15,966,583
Surface Water Management Fund	649,587	0	0	0	0	0	649,587
Utility Reimbursement: West Samm Bridge Replacen	412,699	0	0	0	0	0	412,699
Surface Water Utility Funds	1,056,237	1,419,230	386,650	56,650	396,650	440,950	3,756,367
Surface Water General Utility Charges	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Public Works Trust Fund Loan: 190th Culvert	316,000	912,000	0	0	0	0	1,228,000
Bank Note for Blueberry Creek Culverts (10 Yr 2.5%)	0	0	0	1,000,000	0	0	1,000,000
King County Flood Control District Resources	0	0	0	0	380,000	50,000	430,000
Other grants	0	0	0	0	700,000	500,000	1,200,000
20 year Note Public Works Shop	6,000,000	4,000,000	0	0	0	0	10,000,000
Surface Water Utility Funds	50,000	288,450	287,550	286,200	287,100	287,550	1,486,850
Street Fund	0	128,200	127,800	127,200	127,600	127,800	638,600
General Fund	50,000	160,250	159,750	159,000	159,500	159,750	848,250
Transportation Benefit District	0	64,100	63,900	63,600	63,800	63,900	319,300
TOTAL REVENUES	\$48,355,873	\$29,651,504	\$7,741,385	\$5,046,455	\$3,408,109	\$5,774,082	\$99,977,408

ATTACHMENT 5

GOALS, OBJECTIVES, AND POLICIES

Following are the goals, objectives and policies addressing capital facility planning and financing. These are applicable to Kenmore as well as to other agencies planning public capital facilities and services in Kenmore.

GOAL CF-1. ESTABLISH APPROPRIATE LEVELS OF SERVICE FOR PUBLIC FACILITIES TO ADEQUATELY SERVE EXISTING AND FUTURE DEVELOPMENT.

Objective CF-1.1 Identify and define types of public facilities.

Policy CF-1.1.1 Maintain an inventory of existing public facilities owned or operated by the City, and reference those of the County, State, special districts, or other public entities within Kenmore. Include in the inventory the locations and capacities of such facilities and systems.

Objective CF-1.2 Review standards for levels of service, where appropriate, for each public facility, and determine what additional public facilities are needed in order to achieve and maintain the desired quality of life and vision for the City of Kenmore.

Policy CF-1.2.1 Level of service standards should 1) measure the quality of life based on the City's vision of its future and values, 2) be achievable for existing development and growth anticipated in the land use plan, and 3) be achievable with existing and proposed financing plans.

Policy CF-1.2.2 If appropriate, use the level of service standards to 1) determine the need for public facilities and 2) test the adequacy of such facilities to serve proposed development. In addition, use the level of service standards for city-owned public facilities to develop the City's annual budget and 6-year Capital Improvement Program.

Policy CF-1.2.3 Reassess the Capital Facility Element annually to ensure that public facilities needs, financing, and level of service are consistent with the land use plan. The annual update should be coordinated with the annual budget process, and the annual amendment of the Comprehensive Plan.

GOAL CF-2. PROVIDE ADEQUATE PUBLIC FACILITIES CONCURRENT WITH THE IMPACT OF NEW DEVELOPMENT.

Objective CF-2.1 Provide a variety of responses to the demands of growth on capital facilities.

Policy CF-2.1.1 Ensure City public facilities and services are provided concurrent with the impact of new development or redevelopment, including stormwater, roads, and local parks. Require that non-City public facilities are provided concurrent with the impact of new development or redevelopment including, water and sewer. Consistent with the Growth Management Act, road improvements may be provided at the time of, or within 6-years of, development. Local parkland to serve new development may be in place at the time of, or within 6-years of, development.

ATTACHMENT 5

1	Policy CF-2.1.2	Make the most efficient use of existing public facilities, including techniques such
2		as:
3		• Conservation
4		• Demand management
5		• Improved scheduling
6		• Encourage development that uses existing facilities
7		• Contracting for services
8		• Other methods of improved efficiency.
9	Policy CF-2.1.3	Provide additional public facility capacity when existing facilities are used to their
10		maximum level of efficiency consistent with adopted standards for levels of
11		service.
12	Policy CF-2.1.4	Encourage development where adequate public facilities and services exist or can
13		be provided in an efficient manner.
14	<i>GOAL CF-3. COORDINATE CAPITAL FACILITY PLANS WITH STATE, COUNTY, AND</i>	
15	<i>LOCAL AGENCIES AND DISTRICTS.</i>	
16	Objective CF-3.1	Coordinate the land use planning and decisions with plans for public facility
17		capital improvements.
18	Policy CF-3.1.1	Coordinate with non-City providers of public facilities about maintaining adopted
19		levels of service standards, funding, and construction of capital improvements.
20		Work in partnership with non-City public facility providers to prepare functional
21		plans consistent with the City of Kenmore Comprehensive Plan as provided in
22		Objective 2.7 and associated policies in the Land Use Element.
23	Policy CF-3.1.2	Establish interagency planning mechanisms to assure coordinated and mutually
24		supportive capital facility plans from non-City providers of public facilities.
25		a. Establish priority areas for infrastructure improvements consistent with the
26		City's vision as provided in Policy LU-2.4.1.
27		b. Annually assess development trends and infrastructure provision to identify
28		and remedy deficiencies or need to reassess the land use plan as provided in
29		<u>Policy LU 2.4.2.</u>
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ATTACHMENT 5

GOAL CF-4. MAINTAIN A SIX-YEAR CAPITAL IMPROVEMENT PROGRAM TO IMPLEMENT THE COMPREHENSIVE PLAN.

Objective CF-4.1 Annually develop a six-year Capital Improvement Program to implement the Comprehensive Plan.

Policy CF-4.1.1 Prepare and utilize the six-year Capital Improvement Program to identify City capital projects necessary to respond to the planned growth of the community and maintain desired levels of service.

Policy CF-4.1.2 Prepare and utilize the six-year Capital Improvement Program to integrate all of the community's capital project resources such as grants, bonds, city funds, donations, impact fees and other available funding.

Policy CF-4.1.3 Maintain the Capital Improvement Program as follows:

- a. Provide for annual review of the Capital Improvement Program contained in this Capital Facilities Element by the City Council and incorporate a **citizenpublic** participation process.
- b. Ensure that the Capital Improvement Program:
 - Is consistent with the overall Comprehensive Plan
 - Defines the projects' need and links to levels of service and facility plans
 - Includes construction costs, timing, and funding sources, and considers operations and maintenance impacts where appropriate
 - Establishes priorities for capital project development
 - Adopts by reference annual updates of the Northshore School District Capital Facilities Plan, Lake Washington School District Capital Facilities Plan if appropriate, Northshore Utility District water and sewer plans, and Northshore Fire District 16 (Northshore Fire Department) facility plans if any.

GOAL CF-5. PREPARE AND MAINTAIN A CAPITAL IMPROVEMENT PROGRAM THAT IS FULLY FUNDED AND FINANCIALLY FEASIBLE.

Objective CF-5.1 Establish mechanisms to ensure that the required public facilities are financially feasible.

Policy CF-5.1.1 Base the financing plan for public facilities on realistic estimates of current local revenues and external revenues that are reasonably anticipated to be received by the City.

ATTACHMENT 5

1	Policy CF-5.1.2	Finance the six-year Capital Improvement Program within the City's financial capacity to achieve a balance between available revenue and needed public facilities. If the projected funding is inadequate to finance needed public facilities based on adopted level of service standards and forecasted growth, the City could do one or more of the following:
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6		• Lower the level of service standard
7		• Change the Land Use Plan
8		• Increase the amount of revenue from existing sources
9		• Adopt new sources of revenue
10	Objective CF-5.2	Establish mechanisms to ensure that the required public facilities are fully funded.
11		
12	Policy CF-5.2.1	Match revenue sources to capital improvements on the basis of sound fiscal policies.
13		
14	Policy CF-5.2.2	Revise the financing plan in the event that revenue sources for capital improvements, which require voter approval in a local referendum, are not approved.
15		
16		
17	Policy CF-5.2.3	Ensure that the ongoing operating and maintenance costs of a public facility are financially feasible prior to constructing the facility.
18		
19	<i>GOAL CF-6. ENSURE GROWTH PAYS PROPORTIONATE COSTS OF CAPITAL FACILITIES REQUIRED TO SERVE THE GROWTH</i>	
20		
21	Objective CF-6.1	Ensure existing and future development pay for the costs of needed capital improvements.
22		
23	Policy CF-6.1.1	Ensure that existing development pays for capital improvements that reduce or eliminate existing deficiencies, and pays for some or all of the cost to replace obsolete or worn out facilities. Existing development may also pay a portion of the cost of capital improvements needed by future development. Existing development's payments may take the form of user fees, charges for services, special assessments, and taxes.
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29	Policy CF-6.1.2	Ensure that future development pays a proportionate share of the cost of new facilities that it requires. Future development may also pay a portion of the cost to replace obsolete or worn-out facilities. Future development's payments may take the form of voluntary contributions for the benefit of any public facility, impact fees, mitigation payments, capacity fees, dedications of land, provision of public facilities, and future payments of users' fees, charges for services, special assessments, and taxes.
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ATTACHMENT 5

GOAL CF-7. LOCATE AND DESIGN CAPITAL FACILITIES TO REALIZE THE VISION STATEMENT, AND TO BE COMPATIBLE WITH SURROUNDING LAND USES AND THE ENVIRONMENT.

Objective CF-7.1 Promote capital facilities that protect the public health, safety and welfare, and that serve as models for function, design, and environmental protection.

Policy CF-7.1.1 Consider the quality of public facilities in planning for capital improvements.

- Ensure that public facilities' design meets appropriate policies in the Community Design Sub-Element, complies with City design standards, and is compatible with the surrounding areas.
- Maintain public spaces and enhance their appearance.

Policy CF-7.1.2 Encourage public amenities and facilities which serve as catalysts for beneficial development.

Policy CF-7.1.3 Protect public health and environmental quality through the appropriate design and installation of public facilities.

- Promote conservation of energy, water, and other natural resources in the location and design of public facilities.
- Practice efficient and environmentally responsible maintenance and operating procedures for public facilities.
- Preserve existing significant natural vegetation and features in the development of public facilities.

Policy CF-7.1.24 Equitably disperse the impacts and benefits of public capital facilities throughout the community.

GOAL CF-8. ALLOW FOR THE APPROPRIATE SITING OF ESSENTIAL PUBLIC CAPITAL FACILITIES OF A STATE-WIDE OR COUNTY-WIDE NATURE.

OBJECTIVE CF-8.1 Participate in a cooperative inter-jurisdictional approach to the siting of essential public facilities in accordance with the King County Countywide Planning Policies. The approach should address definitions, inventories, incentives, compensation, public involvement, environmental protection, climate change, economic and health impacts, and alternative sites analysis.

Policy CF-8.1.1 Identify essential public facilities based upon the Growth Management Act, State Office of Financial Management list of essential public facilities required or likely to be built, King County Countywide Planning Policies, and any City lists which may be developed.

Policy CF-8.1.2 Classify a facility as an essential public facility if it has one or more of the following characteristics:

ATTACHMENT 5

- 1 a. The facility meets the Growth Management Act definition of an essential
2 public facility;
- 3 b. The facility is on a State, County or City list of essential public facilities;
- 4 c. The facility serves a significant portion of the County or metropolitan
5 region or is part of a Countywide service system; or
- 6 d. The facility is the sole existing facility in the County for providing that
7 essential public service.
- 8 **OBJECTIVE CF-8.2 Establish a local public review and permit process for essential public**
9 **facilities.**
- 10 Policy CF-8.2.1 Require a siting analysis for proposed new or expansions to existing essential public
11 facilities consisting of the following:
- 12 a. An inventory of similar existing essential public facilities in King County
13 and neighboring counties, including their locations and capacities;
- 14 b. A forecast of the future needs for the essential public facility, and
15 definition of a logical service area;
- 16 c. An analysis of the potential social and economic **costs and** benefits to
17 jurisdictions receiving or surrounding the facilities;
- 18 d. An analysis of environmental, **health**, social, and economic impacts,
19 including mitigation, of any existing essential public facility, as well as of
20 any new site(s) under consideration as an alternative to expansion of an
21 existing facility;
- 22 e. An analysis of alternatives to the facility, including decentralization,
23 conservation, demand management and other strategies;
- 24 f. Consideration of any applicable prior review conducted by a public
25 agency, local government, or **citizen's community** group;
- 26 g. An analysis of the consistency with Comprehensive Plan policies and
27 designations; and,
- 28 h. Consideration of other standards and criteria as outlined in the King
29 County Countywide Planning Policies and other locally defined plans and
30 ordinances.
- 31 Policy CF-8.2.2 Require a public process by which **citizens the public have has** a reasonable
32 opportunity to participate in the site selection process, **especially those from**
33 **historically marginalized and disproportionately burdened communities.**
- 34 Policy CF-8.2.3 Siting criteria for essential public facilities which are not difficult to site should
35 provide for site design and buffering techniques to ensure compatibility with
36 surrounding uses, and enable the facility to be permitted outright in appropriate
37 zoning classifications whenever feasible.

ATTACHMENT 5

- 1 Policy CF-8.2.4 Work with King County and other municipalities to standardize review procedures
2 and criteria for the siting of Statewide and Countywide essential public facilities
3 and incorporate these procedures within interlocal agreements.
- 4 **OBJECTIVE CF-8.3 Cooperate regionally to ensure appropriate and equitable siting of essential**
5 **public facilities.**
- 6 Policy CF-8.3.1 Encourage the State and County to site essential public facilities equitably among
7 communities. No single community should absorb an inequitable share of these
8 facilities and their impacts. Siting should consider environmental equity and
9 environmental, economic, technical, and service area factors. The net impact of
10 siting new essential public facilities should be weighted against the net impact of
11 expansion of existing essential public facilities, with appropriate buffering and
12 mitigation.
- 13 Policy CF-8.3.2 Participate in a cooperative interjurisdictional approach to the siting of essential
14 public facilities in accordance with the King County Countywide Planning
15 Policies. Joint planning agreements should be sought where appropriate.
- 16 **OBJECTIVE CF-8.4 Seek to mitigate disproportionate financial burdens to the City due to the**
17 **siting of essential public facilities.**
- 18 Policy CF-8.4.1 Through joint planning or interlocal agreements, the City should seek to mitigate
19 disproportionate financial burdens due to the siting of essential public facilities
- 20 Policy CF-8.4.2 Seek amenities or incentives for neighborhoods in which the facilities are located,
21 and require compensation for adverse impacts.

22

23 **IMPLEMENTATION STRATEGIES**

24 The Capital Facilities Element policies would require new or increased commitments of City resources to
25 prepare new regulations, review/amend existing regulations, or coordinate with agencies and other service
26 providers.

27 New programs, rules, or regulations would be needed to address:

28 ~~• A concurrency review and implementation system addressing multimodal transportation facilities~~

- 29 • Evaluation reports monitoring implementation of the goals and policies of the Capital Facilities
30 Element.

31 A review of existing programs, rules and regulations would be needed to ensure they meet the policies.
32 Rules, regulations and programs that should be reviewed include:

- 33 • Impact fee approaches, given revised facilities lists
- 34 • Levels of service for non-City-owned facilities.

35

ATTACHMENT 5

1 **REFERENCES**

- 2 King County Growth Management Planning Council (December ~~2012~~2021). Countywide Planning
3 Policies. Seattle, WA.
- 4 Puget Sound Regional Council (2020). VISION 2050. Seattle, WA.
- 5 State of Washington Office of Financial Management (January 2015). ~~2015-21~~2021-2027 Six-Year
6 Facilities Plan. Olympia, WA.



* Portions of the Burke-Gilman Trail & Tolt Pipeline occur in rights-of-way and not as separate parcels. However, these facilities are considered to be Parks along their full length.

A horizontal number line is shown with the label "Feet" centered below it. The line starts at 0 on the left and ends at 4,000 on the right. There are tick marks at 0, 800, 1,600, 2,400, 3,200, and 4,000. The distance between each tick mark is 800 feet.



This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

ATTACHMENT 7

DRAFT “MISSING MIDDLE” HOUSING CODE AMENDMENTS

Text = deleted text

Text = new text

Text = text revised for City Council

Related Definitions**18.20.340 Building.**

“Building” means any *structure* having a roof.

18.20.835 Dwelling, multiple-family.

“Multiple-family dwelling” means ~~a one-family~~one dwelling **unit** attached to one or more ~~one-family~~ family dwellings **units** by common roofs, walls, or floors. Also includes one or more dwellings **units** attached to nonresidential *uses*. This definition does not include *accessory dwelling units, community residential facilities, supportive living facilities*, or nursing and personal care facilities. Subsets of “multiple-family dwelling” include:

A. Apartment. A residential ~~building~~ containing two or more *dwelling units* or a single *dwelling unit* and a nonresidential use, which are attached at one or more common roofs, walls, or floors. Typically, the unit’s habitable area is provided on a single level. Unit entrances may or may not be provided from a common corridor. *Microhousing dwelling units* are considered apartments.

A. Duplex. A multiple-family dwelling on a single *lot* designed to look like a *single detached dwelling unit* and containing two *dwelling units*. The two units share a common roof, wall, or floor, although floorplans may vary. Individual units may be side-by-side or stacked one on top of the other. The two *dwelling units* and the *lot* are under a single ownership or may be owned through a condominium. A duplex is not a *townhouse*.

B. Triplex. A multiple-family dwelling on a single lot designed to look like a *single detached dwelling unit* and containing three *dwelling units*. The three units share a common roof, wall, or floor, although floorplans may vary. Individual units may be side-by-side, stacked on top of one another or a combination of side-by-side and stacked. The three *dwelling units* and the *lot* are under a single ownership or may be owned through a condominium. A triplex is not a *townhouse*.

ATTACHMENT 7

BC. Townhouse. A row of two or more similar or identical one-family, attached ground-related dwelling units attached to one or more such units or to a nonresidential use in which each unit has its own exterior ground-level access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common walls. Most typically the townhouse units are multi-story. Each dwelling unit is independently owned.

18.20.1860 Nonconformance.

"Nonconformance" means any use, improvement or structure established in conformance with the City rules and regulations in effect at the time of establishment that no longer conforms to the range of uses permitted in the site's current zone or to the current development standards of the code due to changes in the code or its application to the subject property.

18.20.2080 Porte cochere.

"Porte cochere" means a covered porch-like structure through which a motor vehicle on a driveway can pass, allowing occupants to enter or leave the vehicle under shelter. A porte cochere does not contain habitable space either under or over the roof and does not serve as a permanent parking space.

18.20.2530 Setback.

"Setback" means the required distance between a structure and a specified line such as a lot, easement or buffer line that is required to remain free of structures.

18.20.2910 Street.

"Street" means a public or recorded private thoroughfare providing pedestrian and vehicular access through neighborhoods and communities and to abutting property.

18.20.2920 Street frontage.

"Street frontage" means any portion of a lot or combination of lots which directly abut a street.

18.20.2930 Structure.

"Structure" means anything permanently constructed in or on the ground, or over the water; excluding fences eight feet or less in height, decks less than 18 inches above grade, paved areas, and structural or nonstructural fill.

ATTACHMENT 7

Zones, Maps and Designations

18.15.040 Residential zones.

A. The purpose of the residential zones (R₁ and MHC) is to implement comprehensive plan goals and policies for housing quality, diversity and affordability, and to efficiently use residential land, public services and energy. These purposes are accomplished by:

1. Providing, in the R-1 through R-6R-4 zones, for a mix of predominantly *single detached dwelling units*, with a variety of *at lower densities*, and sizes in locations appropriate for *residential use to protect and preserve environmentally sensitive areas*;

2. Providing, in the R-6M zone, for a mix of *single detached dwelling units* and, in areas near higher capacity transit, *smaller-scale multiple-family uses such as duplexes and triplexes*;

23. Providing, in the R-12 through R-48 zones, for a mix of predominantly *apartment and townhouse multiple-family dwelling units*, with a variety of densities and sizes *in locations appropriate for residential use*;

34. Providing, in the MHC zone, for continuation of existing *manufactured housing communities*;

45. Allowing only those accessory and complementary nonresidential *uses* that are compatible with residential communities; and

56. Establishing density designations to facilitate advanced area-wide planning for public facilities and services, and to protect environmentally critical sites from overdevelopment.

B. Use of ~~this~~ these zones is appropriate as follows:

1. The R-1 ~~and R-4~~ zones on or adjacent to lands with area-wide environmental constraints where *development* is encouraged or required to cluster away from *critical areas*;

2. The R-4 through R-6M zones on lands that are predominantly environmentally unconstrained and are served at the time of *development* by adequate public sewers, water supply, *streets* and other needed public facilities and services;

3. The R-12 through R-48 zones next to commercial centers, in areas that are served at the time of *development* by adequate public sewers, water supply, *streets* and other needed public facilities and services; and

ATTACHMENT 7

4. The MHC zone on existing *manufactured housing communities* planned for either short-term or long-term preservation.

R-6M Residential Zoning Standards

18.21.020 Residential zones R-1, R-4 and R-6M – Use allowances.

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

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

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Air transportation service</i> ¹	<i>Ambulatory surgery center</i> ²⁵	<i>Adult entertainment business</i>
<i>Arts, entertainment, indoor</i> ^{2,3}	<i>Arts, entertainment, outdoor</i> ²⁶	<i>Animal kennel/shelter</i>
<i>Day care</i> ⁴	<i>Cemetery, columbarium or mausoleum</i> ²⁷	<i>Auction house</i>
<i>Educational service</i> ⁵	<i>College/university</i> ²⁵	<i>Automotive sales and service, marine</i>
<i>Family child-care home</i> ⁶	<i>Community residential facility</i> ²⁸	<i>Automotive sales and service, non-marine</i>
<i>Fire or police facility</i> ^{7,8}	<i>Eating and drinking place</i> ^{3,29}	<i>Business service, intensive</i>
<i>Health care and social assistance</i> ^{9,10}	<i>Hospital</i> ²⁵	<i>Business service, standard</i>
<i>Multiple-family dwelling</i> ¹¹	<i>Manufactured housing community</i> ³⁰	<i>Construction and trade</i>
<i>Office</i> ¹²	<i>Personal service</i> ³¹	<i>Funeral home/crematory</i>
<i>Park</i> ¹³	<i>Recreational facility, indoor</i> ^{3,16,32}	<i>Laboratory</i>
<i>Recreational facility, outdoor</i> ^{14,15,16}	<i>Regional land use</i> ^{33,34,35}	<i>Manufacturing, heavy</i>
<i>Religious institution</i> ¹⁷	<i>Retail sales</i> ^{31,36}	<i>Manufacturing, light</i>
<i>Resource land use</i> ¹⁸	<i>Temporary lodging</i> ³⁷	<i>Marijuana business</i>
<i>Single detached dwelling unit</i> ^{19,20}		<i>Marijuana cooperative</i>
<i>Standalone parking</i> ²¹		<i>Mobile food service</i>
<i>Supportive living facility</i> ²²		<i>Retail sales, bulk</i>
<i>Utility facility</i> ^{23,24}		<i>Secure facility</i>

ATTACHMENT 7

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

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
		Transportation
		Vehicle or equipment rental
		Vehicle refueling station
		Warehousing
		Wholesale trade

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11. Townhouse units only permitted and only on lots in a subdivision or short subdivision designed for townhouse units or through a. Other townhouse units require a conditional use permit with a binding site plan.

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18.21.025 Map of Potential Duplex/Triplex Locations

The area where a duplex or triplex may be permitted is shown on Figure 18.21.025.1. A duplex or triplex shall not be authorized in this area, however, unless 100% of the lot is inside the boundaries of this area, and if the lot dimensions are adequate as described in KMC 18.21.030.

18.21.030 Residential zones R-1, R-4 and R-6M – Development standards.

The following zone-specific development standards in Table B apply in the R-1, R-4 and R-6M residential zones:

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Table B. R-1, R-4 and R-6M Residential Zones Development Standards

STANDARDS	Z O N E S	R-1 ¹	R-4	R-6M
Base Density <u>(other than Duplex or Triplex): Dwelling Unit/Acre²</u>		1 du/ac	4 du/ac ³	6 du/ac
Maximum Density <u>(other than Duplex or Triplex): Dwelling Unit/Acre⁴</u>			6 du/ac	9 du/ac
<u>Duplex Base Density: Dwelling Unit/Acre²</u>	--	--	--	<u>22 du/ac</u>
<u>Duplex Maximum Density: Dwelling Unit/Acre⁴</u>	--	--	--	<u>24 du/ac</u>
<u>Triplex Base Density: Dwelling Unit/Acre²</u>	--	--	--	<u>26 du/ac</u>
<u>Triplex Maximum Density: Dwelling Unit/Acre⁴</u>	--	--	--	<u>29 du/ac</u>
Minimum Density		<u>None</u>	<u>None</u>	<u>None</u>
Minimum Lot Width <u>(other than Duplex or Triplex)⁶</u>		35 ft. ⁷	30 ft.	30 ft.
<u>Side-by-side Duplex Minimum Lot Dimensions¹⁸</u>	--	--	--	<u>50' wide 100' deep</u>
<u>Stacked Duplex Minimum Lot Dimensions¹⁸</u>	--	--	--	<u>40' wide 100' deep</u>
<u>Triplex Minimum Lot Dimensions¹⁸</u>	--	--	--	<u>50' wide 100' deep</u>
Minimum <i>Street Setback</i>		20 ft. ⁷	15 ft. ^{8,9}	15 ft. ^{8,9}
Minimum Side <i>Setback</i> ^{5,10}		5 ft. ⁷	15 ft. total ¹¹	15 ft. total ¹¹
Minimum Rear <i>Setback</i> ^{5,10}		5 ft. ⁷	20 ft.	20 ft.
Maximum Height <u>(Other than Duplex or Triplex)¹²</u>		35 ft.	35 ft.	35 ft. 45 ft. ¹³
<u>Duplex/Triplex Maximum Height</u>				<u>30 ft. (2 ½ stories), but no more than 24' to the eaves (not including the eaves on dormers)</u>
Base <i>Impervious Surface</i> : Percentage		30%	45%	60%
Maximum <i>Impervious Surface</i> : Percentage ¹⁴		30% ¹⁵	55%	70%

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Table B. R-1, R-4 and R-6M Residential Zones Development Standards

STANDARDS	Z O N E S	R-1 ¹	R-4	R-6M
Minimum Lot Size <u>(does not apply to Duplex or Triplex)</u>		2,500 sq. ft.	7,200 sq. ft. ^{16,17}	5,400 sq. ft. ^{16,17}

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² Density applies only to *dwelling units* and not to sleeping units.

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⁴ This maximum density may be achieved only through the application of residential density incentives pursuant to Chapter 18.80 KMC or *transfers of density credits*, or any combination of density incentive or density transfer. Maximum density may only be exceeded pursuant to KMC 18.80.040(E)(1)(f). Bonus density for duplexes or triplexes shall only be permitted in the form of a single detached dwelling unit, a duplex or a triplex.

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⁵ These standards may be modified under the provisions for *zero-lot-line developments*.

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⁸ If *development* provides *alleys* or consists of *townhouses*, then the *street setback* may equal be reduced to 10 feet.

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⁹ At least 20 linear feet of driveway shall be provided between any garage, carport or other fenced parking area and the street property line. The linear distance shall be measured along the centerline of the driveway from the access point to such garage, carport or fenced area to the street property line. Driveways providing ingress and egress between off-street parking areas and abutting streets shall be designed, located and constructed in accordance with the provisions of Chapter 12.50 KMC, Road Standards.

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¹⁰ Vehicle access points from ~~g~~ Garages, carports or fenced parking areas shall be set back from the property line on which a *joint use driveway* is located to provide a straight line length of at least 26 feet as measured from the centerline of the garage, carport or fenced parking area, from the access point to the opposite side of the *joint use driveway*.

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¹¹ Any side yard shall equal a minimum of five feet but the two side yards combined must equal a minimum of 15 feet.

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¹⁴ Applies to each individual *lot*. *Impervious surface* area standards for:

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- a. Regional uses shall be established at the time of permit review;
- b. Nonresidential uses in residential zones shall comply with KMC 18.21.060 and 18.30.170;
- c. Individual lots in the R-4 ~~through R-6~~ zones which are less than 9,076 square feet in area shall be subject to the applicable provisions of the nearest comparable R-~~6M~~ zone;
- d. Lots may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit;
- e. The base impervious surface percentage may be exceeded, up to the maximum impervious surface percentage, provided low impact development strategies are implemented subject to approval by the city manager.

. . .

¹⁸ Lot width is measured at the *street setback* line. Lot depth is measured on a line perpendicular to the *street frontage*. Lot dimensions for panhandle lots or *lots* of unusual shape shall be evaluated on a case-by-case basis by the *city manager* to determine whether lot width and depth are adequate for construction of a *duplex or triplex*.

18.21.035 Additional duplex and triplex development standards

A. Building dimensions

1. Maximum *building* dimensions for a *duplex* apply as follows:

<u>LOT WIDTH:</u>	<u>40'-49'</u>	<u>50'-59'</u>	<u>60'-69'</u>	<u>70'-79'</u>	<u>>80'</u>
<u>Side-by-side duplex:</u> <u>Maximum building width along street frontage</u>	<u>Not permitted</u>	<u>32'</u>	<u>42'</u>	<u>50'</u>	<u>42' if building is sited to allow future development with at least a 40' street frontage</u>
<u>Stacked duplex:</u> <u>Maximum building width along street frontage</u>	<u>22'</u>	<u>32'</u>	<u>42'</u>	<u>50'</u>	<u>32' if building is sited to allow future development with at least a 40' street frontage</u>

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1

<u>LOT DEPTH:</u>	<u><100'</u>	<u>100-124'</u>	<u>125-149'</u>	<u>150-199'</u>	<u>>200'</u>
<u>Side-by-side duplex:</u> <u>Maximum building</u> <u>depth perpendicular</u> <u>to the building's</u> <u>street facade</u>	<u>Not</u> <u>permitted</u>	<u>40'</u>	<u>50'</u>	<u>50'</u>	<u>60' for 1</u> <u>story</u> <u>structure</u> <u>50' for 2</u> <u>story</u> <u>structure</u>
<u>Stacked duplex:</u> <u>Maximum building</u> <u>depth perpendicular</u> <u>to the building's</u> <u>street facade</u>	<u>Not</u> <u>permitted</u>	<u>40'</u>	<u>50'</u>	<u>50'</u>	<u>50'</u>

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2. Maximum building dimensions for a triplex building apply as follows:

<u>LOT WIDTH:</u>	<u>40-49'</u>	<u>50-59'</u>	<u>60-69'</u>	<u>70-79'</u>	<u>>80'</u>
<u>Maximum building</u> <u>width along street</u> <u>frontage</u>	<u>Not</u> <u>permitted</u>	<u>32'</u>	<u>42'</u>	<u>50'</u>	<u>50'</u>

3

<u>LOT DEPTH:</u>	<u><100'</u>	<u>100-124'</u>	<u>125-149'</u>	<u>150-199'</u>	<u>>200'</u>
<u>Maximum</u> <u>building depth</u> <u>perpendicular</u> <u>to the building's</u> <u>street facade</u>	<u>Not</u> <u>permitted</u>	<u>40'</u>	<u>40'</u>	<u>50'</u>	<u>60' for 1</u> <u>story</u> <u>structure</u> <u>50' for 2</u> <u>story</u> <u>structure</u>

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3. In rare cases, the city manager may adjust maximum building widths and depths by up to 20%

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to make more efficient use of land or to address unique circumstances.

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B. Design standards. To ensure that new *buildings* are of similar size and scale to neighboring *single detached dwelling units*, the following design standards apply to *duplex* and *triplex buildings*:

1. Building orientation.

a. A *duplex* or *triplex building* shall be oriented with the front of the *building* parallel to the *street*.

2. Dwelling Unit Entrances.

a. Each *duplex* or *triplex building* shall have its primary *building* entrance oriented toward the *street*, located on the front façade and/or along the sides(s) of the *building* via an entry porch visible from and connected to the *street* by a walkway.

b. Access to second floor dwelling units may be by an external stair, which may be open or enclosed, but shall not be located between the *building* and the *street*. If enclosed, the stair shall be within the *building's* overall massing and roof.

3. Garage and carport size and location.

a. On lots narrower in width than 60', a garage or carport shall be located at the rear of the lot.

b. Garages and carports shall be located a minimum of 20' behind the street façade of the *duplex* or *triplex* and have a maximum width of 20' as measured parallel to the *street*. The equivalent of no more than 2 single-car garage doors may be visible on the street façade.

c. Garages may be entered from the side of the *building* (parallel to the *street*). If entered from the side, any garage wall facing the *street* shall incorporate windows so that the garage appears to contain habitable space.

d. A *porte cochere* up to 12 feet wide overall is allowed at the same front setback as the street façade of the *duplex* or *triplex* and must allow access to the rear of the lot. A *porte cochere* is not included in the maximum *building* width. The *porte cochere* shall be designed in the same style and level of detail as the *duplex* or *triplex*.

3. Surface Parking

a. Surface parking for a *duplex* or *triplex* shall be limited to groups of no more than 3 spaces.

b. Parking areas with more than two spaces shall be located to the rear of the *building*, shall be visually separated by at least a distance of 5' from perimeter property lines, and shall be screened from neighboring properties through site plan design and/or landscaping.

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Landscaping**18.35.030 Land use grouping.**

To facilitate the application of this chapter, land *uses* have been grouped in the following manner:

A. "Residential *development*" refers to *residential land uses*.

B. "Attached/group residences" refers to:

1. *Multiple-family dwellings*, except ***duplexes and triplexes***, and as provided in subsection (C)(1) of this section;
2. *Single detached dwelling units* developed on common property at a density of 12 or more units per acre;
3. *Supportive living facilities*;
4. *Temporary lodging*;
5. *Adult family homes*; and
6. *Manufactured housing communities*.

C. "Single-family *development*" refers to:

1. Residential subdivisions and short subdivisions, including attached and detached *dwelling units* on individually platted or short platted *lots*;
2. Any detached *dwelling units* located on a *lot*;
3. *Family child-care homes*; and
4. Type I *community residential facilities*.

. . .

18.35.050 Landscaping – Street trees for **single-family residential subdivisions.**

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1 For single-family residential subdivisions:

2 A. Trees shall be planted at the rate of one tree for every 40 feet of frontage along a
 3 neighborhood collector street or arterial street. Native vegetation cultivars are preferred in
 4 accordance with the provisions of Chapter 12.50 KMC, Road Standards;

5 B. The trees shall be:

6 1. Located within the street right-of-way in accordance with the provisions of
 7 Chapter 12.50 KMC, Road Standards if permitted by the City;

8 2. Located ~~No~~ no more than 20 feet from the street right-of-way line if located within a lot.
 9 Sight distance shall be reviewed in accordance with the provisions of Chapter 12.50 KMC, Road
 10 Standards;

11 3. Maintained as follows:

12 a. Right of way trees shall be ~~M~~ maintained by the adjacent landowner in accordance
 13 with the provisions of Chapter 12.70 KMC, Sidewalks, Planting Strips and Street Trees.

14 b. Trees on private streets shall be maintained by the adjacent landowner unless part of a
 15 homeowners' association program unless part of a City maintenance program; and

16 4. A species in accordance with the provisions of Chapter 12.50 KMC, Road Standards
 17 approved by the City if located within the street right-of-way and compatible with
 18 overhead utility lines;

19 C. The trees may be spaced at irregular intervals to accommodate sight distance requirements
 20 for driveways and intersections.

21

22 **General Development Standards**

23 **18.30.110 Lot width – Measurement method.**

24 Lot width shall be measured by scaling a circle of the applicable diameter within the boundaries
 25 of the *lot*; provided, that an access easement, access tract, access panhandle and
 26 building setbacks shall not be included within the circle area. See KMC 17.20.120(C) for
 27 additional standards related to *lot* configuration. See KMC 18.21.030 for lot width measurement
 28 methods for duplexes and triplexes in the R-6M Residential zoning district.

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1 | **18.30.230 Setbacks – Projections and structures allowed.**

2 Provided that the required *setbacks* from *regional utility corridors* of KMC [18.30.200](#), the
 3 adjoining half-street or designated arterial *setbacks* of KMC [18.30.220](#) and the sight distance
 4 requirements of KMC [18.30.240](#) are maintained, *structures* may extend into or be located in
 5 required *setbacks*, including *setbacks* as required by KMC [18.21.060](#)(B), as follows:

6 . . .

7 Q. In a rear *setback* in the R-4 and R-6M residential zones, the following *structures* are permitted
 8 if it is determined by the *city manager* that they will not have any substantial detrimental effect
 9 on abutting properties or the *City* as a whole; and provided, that they shall be no closer than
 10 five feet to the rear lot line:

- 11 1. Children's play *structures* not otherwise regulated by this title;
- 12 2. No more than one storage shed or similar *use*, limited in height to eight feet for a flat
 13 roof or 10 feet for a pitched roof, with a maximum dimension of 15 feet on any side and a
 14 total area not exceeding 200 square feet;
- 15 3. An *arbor*, not attached to a building and limited in height to eight feet, with a maximum
 16 footprint of 100 square feet, including eaves. If latticework is used, there shall be a
 17 minimum opening of two inches between crosspieces.

18 R. In a rear *setback* in the R-4 and R-6M residential zones, an *accessory dwelling unit* shall be
 19 permitted; provided, that the *accessory dwelling unit* shall be no closer than 10 feet to the
 20 rear *lot* line. All of the other standards for *accessory dwelling units* specified in
 21 Chapter [18.73](#) KMC shall be met.

22 S. In a rear *setback* for a *duplex* or *triplex* in the R-6M residential zone, a garage for a maximum
 23 of 3 vehicles shall be permitted; provided, that the garage shall be no closer than 10 feet to the
 24 rear *lot* line unless an alley access is provided. If an alley access is provided, this *setback* may be
 25 further reduced to a minimum of 5'.

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27 **Parking**

28 | **18.40.030 Computation of required off-street parking spaces.**

29 A. Except as modified in KMC [18.40.040](#), [18.40.050](#) or [18.40.090](#), off-street parking areas shall
 30 contain at a minimum the number of *parking spaces* as stipulated in the following table. Off-
 31 street parking ratios expressed as number of spaces per square feet means the usable or net
 32 square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not

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- 1 limited to building maintenance areas, storage areas, closets, restrooms and exterior walls. If
 2 the formula for determining the number of off-street *parking spaces* results in a fraction, the
 3 number of off-street *parking spaces* shall be rounded to the nearest whole number with
 4 fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
RESIDENTIAL:		
<i>Single detached dwelling unit</i>	2.0 per dwelling unit	2.0 per dwelling unit; tandem stalls permitted
<i>Townhouse</i>	2.0 per dwelling unit	1.5 per dwelling unit; tandem stalls permitted
Guest parking	1 space for every 5 units	1 space for every 5 units
<u>Duplex</u>	Within ¼ mile of SR-522 or the Juanita Drive NE/NE 153 rd Place/NE 155 th Street/84 th Avenue NE transit corridor: 0.75 per dwelling unit. Otherwise: 1.0 per dwelling unit	.75 per dwelling unit
<u>Triplex</u>	Within ¼ mile of SR-522 or the Juanita Drive NE/NE 153 rd Place/NE 155 th Street/84 th Avenue NE transit corridor: 0.75 per dwelling unit. Otherwise: 1.0 per dwelling unit	.75 per dwelling unit
<u>Apartment</u> <u>Other multiple-family dwellings:</u>		
<i>Microhousing dwelling unit</i>	Within 1/4 mile of SR-522: 0.75 per dwelling unit. Otherwise, 1.2 per dwelling unit	Within 1/4 mile of SR-522: 0.75:du. Otherwise, 1.0:du. Tandem stalls permitted
Studio unit	1.2 per dwelling unit	1.0:du; tandem stalls permitted
One-bedroom unit	1.5 per dwelling unit	1.0:du; tandem stalls permitted
Two-bedroom unit	1.7 per dwelling unit	1.5:du; tandem stalls permitted
Three-bedroom unit or larger	2.0 per dwelling unit	1.7:du; tandem stalls permitted
Guest parking	1 space for every 5 units	1 space for every 5 units

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18.40.110 Off-street parking plan design standards.

A. Off-street parking **areasspaces** shall not be located more than 600 feet from the *building* they are required to serve for all *uses* except those specified as follows; where an off-street parking area does not abut the *building* it serves, the required maximum distance shall be measured from the nearest building entrance that the parking area serves:

1. For **all** single detached dwellings, **duplexes, and triplexes**, ~~the~~ *parking spaces* shall be located on the same *lot* they are required to serve;

. . .

E. Driveways providing ingress and egress between off-street parking areas and abutting *streets* shall be designed, located and constructed in accordance with the provisions of Chapter [12.50](#) KMC, **StreetRoad** Standards. **Driveways for single detached dwelling units**, no more than 20 feet in width, may cross required ~~setbacks~~ or landscaped areas to provide access between the off-street parking areas and the *street*, provided no more than 15 percent of the required ~~landscaping~~ or ~~setback~~ area is eliminated by the driveway. **Joint use driveways** may be located within required ~~landscaping~~ or ~~setback~~ areas. Driveways for all other *developments* may cross or be located within required ~~setbacks~~ or landscaped areas to provide access between the off-street parking areas and the *street*, if no more than 10 percent of the required ~~landscaping~~ is displaced by the driveway and the driveway is located no closer than five feet from any property line except where intersecting the *street*.

F. *Parking spaces* required under this title shall be located as follows:

1. For *single detached dwelling units* the required *parking spaces* shall be **located** outside of any required ~~setbacks~~ or ~~landscaping~~, but driveways crossing ~~setbacks~~ and ~~required landscaping~~ may be used for parking. **However, if the driveway is a joint use driveway, no vehicle parked on the driveway shall obstruct any joint user's access to the driveway or parking spaces;**

2. For duplexes and triplexes, all parking spaces shall be outside of the required street setback and shall be no closer than 5' to perimeter lot lines. KMC 18.21.035.B contains additional standards for parking area/garage/carport locations. Driveways crossing required setbacks may be used for parking if a 5' separation from perimeter lot lines is maintained.

3. For nonresidential *uses* in residential zones, parking is permitted in *setback* areas in accordance with KMC [18.21.060](#).

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24. For all other *developments*, *parking spaces* may be permitted by the city manager in *setback* areas in accordance with an approved landscape plan; and

5. If the driveway is a *joint use driveway*, no vehicle parked on the driveway shall obstruct any joint user's access to the driveway or *parking spaces*.

...

H. Tandem or end-to-end parking is allowed in residential *developments*. ~~Apartment~~Multiple-family dwellings, including duplex, triplex, or townhouse developments, may have tandem parking areas for each dwelling unit but shall not combine parking for separate dwelling units in a tandem parking areas configuration.

...

J. The total number of vehicles parked or stored outside of a building on a single-family residential lot in the R-4R-1 through R-6M zones, excluding recreational vehicles and trailers, shall not exceed six vehicles on lots 12,500 square feet or less and eight vehicles on lots greater than 12,500 square feet.

15

Nonconformances

18.100.010 Purpose.

The purposes of this chapter are to:

A. Establish the legal status of a *nonconformance* by creating provisions through which a *nonconformance* may be maintained, altered, reconstructed, expanded or terminated;

B. Establish the rules for an *existing legal use* by creating provisions through which an *existing legal use* may be maintained, altered, reconstructed, expanded or terminated; and

C. Provide for the temporary establishment of *uses* that are not otherwise permitted in a zone or that do not meet all development standards of a zone and to regulate such *uses* by their scope and period of use.

18.100.020 Nonconformance – Applicability.

A. All *nonconformances* shall be subject to the provisions of this chapter, except for:

1. nonconforming billboards, which shall be subject to KMC 18.42.150, and

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2. existing legal *multiple-family dwellings* that do not conform to the following standards: base density, maximum density, minimum *setbacks*, maximum height, or minimum lot size. This exception is not applicable to other standards for a *multiple-family dwelling*, such as base or maximum impervious surface or critical area buffers, which continue to be *nonconformances* subject to the provisions of this chapter.

B. The provisions of this chapter do not supersede or relieve a property owner from compliance with:

1. The requirements of the International Building and Fire Codes; or
2. The provisions of this code beyond the specific *nonconformance* addressed by this chapter.

18.100.090 Nonconformance – Residences.

Any residence nonconforming relative to *use* may be expanded, after review and approval, subject to all other applicable codes besides those set forth in this chapter for *nonconformances*.

Road Standard Amendments

5.04 Driveways and Driveway Approaches This section provides driveway and driveway approach standards to public and private roads. It is not the intent of these Standards to govern design or location of driveways on private property except where they connect to the road where minimum setbacks are required along property lines and where safety is a concern. However, fire access requirements governed by the Fire Code (KMC 15.10) and KMC Title 18, establish criteria for driveway widths.

. . .

B. Single Family Residential Driveway and Driveway Approaches:

1. Driveways and driveway approaches must be a minimum length of 20 feet, measured along any point between the nearest tract/easement/right-of-way line of a shared access or roadway and the nearest edge of the parking area/carport/garage required per KMC 18.40.030. Driveways may not exceed 45 feet in length if feasible.
2. Driveway and driveway approaches shall have a minimum width of 12 feet and a maximum width as follows:
 - i. Driveways and driveway approaches accessed from private roads shall have a maximum width of 35 feet.

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- 1 ii. Driveways and driveway approaches accessed from public roads shall have a maximum
- 2 width of 20 feet at the right-of-way line. Driveways may be widened to a maximum of 35
- 3 feet beginning at a minimum of 5 feet from the right-of-way line.
- 4 3. Driveways shall be continuously paved or surfaced with gravel between the public right-
- 5 of-way and the parking area required by KMC 18.40.030, unless otherwise approved by the
- 6 City of Kenmore.
- 7 i. This requirement shall not restrict the use of alternative pavement types (such are
- 8 porous pavements or pavers) and methods (such as wheel strips) to meet flow control
- 9 BMP or Low Impact Development requirements.
- 10 ii. Driveways with a slope exceeding 5% in grade shall be paved; gravel surfacing will not
- 11 be permitted on steep driveways.
- 12 4. If frontage improvements do not exist and are not required, driveway approaches from
- 13 the right of way line to the edge of pavement shall be HMA unless otherwise approved by
- 14 the City Engineer.

15 C. Duplex or Triplex Driveways and Driveway Approaches:

- 16 1. Driveways and driveway approaches must be a minimum length of 35 feet, measured
- 17 along any point between the nearest tract/easement/right-of-way line of a shared access or
- 18 roadway and the nearest edge of a carport or garage. Driveways or driveway approaches to
- 19 a parking area must be a minimum length of 20'.
- 20 2. Driveway and driveway approaches shall be 12 feet wide between the
- 21 tract/easement/right-of-way line and the duplex or triplex building. A minimum driveway
- 22 width of 10' is required along the side of the building or in the rear of the lot.
- 23 3. Driveways shall be continuously paved or surfaced with gravel between the public right-
- 24 of-way and the parking area required by KMC 18.40.030, unless otherwise approved by the
- 25 City of Kenmore.
- 26 i. This requirement shall not restrict the use of alternative pavement types (such are
- 27 porous pavements or pavers) and methods (such as wheel strips) to meet flow control
- 28 BMP or Low Impact Development requirements.
- 29 ii. Driveways with a slope exceeding 5% in grade shall be paved; gravel surfacing will not
- 30 be permitted on steep driveways.
- 31 4. If frontage improvements do not exist and are not required, driveway approaches from
- 32 the right of way line to the edge of pavement shall be HMA unless otherwise approved by
- 33 the City Engineer.

- 34 D. Townhome Driveways and Driveway Approaches: Driveways lengths shall be 20 feet when
- 35 accessed from a public road with a width between 8 feet and 20 feet. Driveways are not

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required when accessing from a private road. If driveways are proposed off of a private road, they shall follow the requirements for access from a public road. Driveway approaches to garages from private roads shall not exceed 6 feet in length. Any conflicts with the KMC, the KMC shall prevail.

EE. Commercial, Industrial, & Other Multi-Family Driveways and Driveway Approaches:

1. Driveways, when designed, must be a minimum length of 40 feet, measured along any point between the nearest tract/easement/right-of-way line of a shared access or roadway and the nearest edge of the parking area/carport/garage required per KMC 18.40.030.

2. Driveways and Driveway approaches shall have a minimum width of 24 feet and a maximum width of 36 feet.

3. Driveways shall be continuously paved between the public right-of-way and the parking area required by KMC 18.40.030.

i. This requirement shall not restrict the use of alternative pavement types (such as porous pavements or pavers) and methods (such as wheel strips) to meet a flow control BMP or Low Impact Development requirement.

EE. Location of New Driveways.

1. Driveway location is subject to City approval.

2. No portion of driveway width for uses other than duplexes or triplexes shall be allowed within 5 feet of any existing side property lines.

i. Exceptions may be granted without a formal variance request for access panhandles to single lots and for lots taking access from a cul-de-sac bulb; in such cases the driveway shall be located, and possibly reduced in width, to provide the largest setback feasible.

ii. A setback variance may be approved if approval from the adjacent property owner(s) is received.

3. For duplexes and triplexes, a driveway may be allowed within 3 feet of any existing side property line if native vegetation is provided to screen the driveway from the neighboring property. Landscaping shall minimally consist of a mix of native evergreen and deciduous shrubs spaced no more than 6' on center and with an ultimate height of at least 5', along with additional native garden plantings spaced to result in total coverage of the majority of the required landscape area within three years. The landscape plan shall be incorporated into the site plan submitted with the permit and the landscaping shall be maintained as specified in KMC 18.35.120. Noxious weeds, as defined in KMC 18.20.1890, shall not be used for landscaping.

As an alternative, a minimum 6'-tall fence, consistent with the standards in KMC 18.30.040, may be provided.

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3 **AMENDMENTS RESULTING FROM ELIMINATION OF**
 4 **"APARTMENT" DEFINITION**

5 **18.20.830 Dwelling unit, microhousing.**

6 "Microhousing dwelling unit" means an ~~apartment~~**multiple-family dwelling unit** with a total
 7 square footage of less than 320 square feet and a habitable space, as defined in the
 8 International Building Code as adopted in the Kenmore Municipal Code, of at least 220 square
 9 feet. The room(s) are intended for use solely by the dwelling's occupant(s), although common
 10 kitchen or bath facilities may be provided.

11 **18.20.1375 Hotel.**

12 "Hotel" means a *building* or portion thereof designed or used for transient rental for sleeping
 13 purposes. Hotel *structures* are at least two stories in height, with lodging space above the first
 14 floor. Lodging space may also be located on the first floor. Individual rooms are typically
 15 accessed from a common hallway. A central *kitchen* and dining room and accessory shops and
 16 services catering to the general public may be provided. Not included in this definition
 17 are ~~townhouses, apartments~~**multiple-family dwelling units**, bed and breakfasts, or *motels*.

18 **18.20.1785 Motel.**

19 "Motel" means a *building* or group of detached or connected *buildings* designed or used
 20 primarily for providing sleeping accommodations for automobile travelers and typically having
 21 a *parking space* adjacent to a sleeping accommodation. This definition
 22 excludes ~~townhouses, apartments~~**multiple-family dwelling units**, *bed and breakfast guesthouses*,
 23 and *hotels*.

24 **18.21.040 Residential zones R-12, R-18 and R-24 – Use**
 25 **allowances.**

26 35. *Self-service storage* only permitted and only if accessory to an ~~apartment~~**multiple -**
 27 **family** *development* of at least 12 units, provided:

28 a. The gross floor area in *self-service storage* shall not exceed the total gross floor area of
 29 the ~~apartment~~**multiple-family** dwellings on the *site*;

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18.21.050 Residential zones R-12, R-18, R-24, R-48, and MHC – Development standards.

a. For *developments* consisting of three or more single detached dwellings located on a single parcel, the *setback* shall be 10 feet along any property line abutting R-1 through R-6M, except for *structures* in on-site recreation areas required in KMC 18.30.130, which shall have a *setback* of five feet.

b. For ~~townhouse and apartment~~ *multiple-family* development, the *setback* shall be 20 feet along any property line abutting R-1 through R-6M, except for *structures* in on-site recreation areas required in KMC 18.30.130, which shall have a *setback* of five feet, unless the ~~townhouse or apartment~~ *multiple-family* development is adjacent to property upon which an existing ~~townhouse or apartment~~ *multiple-family* development is located.

18.24.040 Zoning standards.

Specific zone-based development standards for the downtown residential zone in Table B apply to the DR zone as follows:

Table B. Downtown Residential Development Standards

STANDARD	REQUIREMENT
Base Density: <i>Dwelling Units</i> /Gross Acre	48; applies east of 68th Avenue NE
Maximum Density: <i>Dwelling Units</i> /Gross Acre with Density Bonus Incentives	72; density incentives or bonuses not required west of 68th Avenue NE
Minimum Density: <i>Dwelling Units</i> /Net Acre	18 – <i>Townhouse only development</i> 18 – 36 – Townhouse/apartment <i>other multiple-family</i> combination development 36 – Apartment <i>Multiple-family development other than townhouses</i>
Minimum Lot Width	<i>Townhouse</i> – 20 ft. Apartment <i>Other Multiple-Family development</i> – 30 ft.

18.30.130 Recreation space – On-site areas.

A. Single-family detached subdivisions, ~~apartment, townhouse~~ *multiple-family development* and *mixed use development* of more than nine units in the R-4 through R-48 and DR zones, and standalone ~~apartment or townhouse~~ *multiple-family* developments in the NB, UC or DC zone of more than nine units, excluding age restricted *senior citizen* housing, shall provide a

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common recreational open space area on site, except when facilities are available to the public that meet all of the following requirements:

18.40.030 Computation of required off-street parking spaces.

. . .

E. In any *development* required to provide six or more *parking spaces*, bicycle parking shall be provided. Bicycle parking shall be bike rack or locker-type parking facilities unless otherwise specified.

. . .

5. One indoor bicycle storage space shall be provided for every two *dwelling units* in ~~townhouse and apartment~~ *multiple-family* residential uses ~~other than duplexes and triplexes~~, unless individual garages are provided for every unit. The *city manager* may reduce the number of bike rack parking spaces if *indoor storage* facilities are available to all residents.

18.40.110 Off-street parking plan design standards.

. . .

H. Tandem or end-to-end parking is allowed in residential *developments*. ~~Apartment or townhouse~~ *Multiple-family* *developments* may have tandem parking areas for each *dwelling unit* but shall not combine parking for separate *dwelling units* in tandem parking areas.

18.40.130 Compact car allowance requirements.

In any *development* containing more than 20 *parking spaces*, up to 50 percent of the total number of spaces may be sized to accommodate compact cars, subject to the following:

A. Each space shall be clearly identified as a compact car space by painting the word "COMPACT" in capital letters, a minimum of eight inches high, on the pavement at the base of the *parking space* and centered between the striping;

B. Aisle widths shall conform to the standards set for standard size cars; and

C. ~~Apartment~~ *Multiple-family* *developments* with less than 20 parking spaces may designate up to 40 percent of the required parking spaces as compact spaces.

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18.42.090 Residential zone signs.

Signs in the downtown residential, R₂ and MHC zones are limited as follows:

. . .

B. Residential Use.

1. One *sign* not exceeding two square feet is permitted; and

2. One *permanent residential development identification sign* not exceeding 32 square feet is permitted per neighborhood, subdivision, manufactured housing community, ~~apartment/condominium~~ *multiple-family complex development (but not including a duplex or triplex)*, or other residential area. The maximum height for the *sign* shall be six feet. The *sign* may be freestanding or mounted on a wall, *fence*, or other *structure*.

18.50.060 Attached dwellings and group residences – Applicability.

The standards of KMC [18.50.070](#) and [18.50.080](#) shall apply to all new ~~apartment~~ *multiple-family developments* exceeding four *dwelling units*, ~~new townhouse development~~ and new group residences except Class I *community residential facilities (CRF-I)*. Expansions of existing *development* that involve four or more *dwelling units* shall be subject to compliance with KMC [18.50.070](#) and [18.50.080](#).

18.50.070 Attached dwellings and group residences – Vehicular access and parking location.

Except for *development* located in the downtown commercial or downtown residential zones, or RB-zoned properties that are not subject to P-suffix condition NS-P4 and which lie north of NE 175th Street, which must comply with Chapter [18.52](#) KMC, Downtown Design Standards, the following requirements apply:

A. On *sites* abutting an *alley* constructed to a width of at least 20 feet, ~~apartment and townhouse~~ *multiple-family development* and all group residences except Class I *community residential facilities (CRF-I)* shall have parking areas placed to the rear of *buildings* with primary vehicular access via the *alley*, except when waived by the *city manager* due to physical *site* limitations.

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18.50.080 Attached dwellings and group residences – Building facade modulation.

Except for *development* located in the downtown commercial or downtown residential zones, or RB-zoned properties that are not subject to P-suffix condition NS-P4 and which lie north of NE 175th Street, which must comply with Chapter 18.52 KMC, Downtown Design Standards, ~~apartment and townhouse~~ **multiple-family developments**, ~~excluding duplexes and triplexes~~, and all group residences shall provide *building facade modulation* on facades exceeding 60 feet and facing abutting *streets* or properties zoned R-1 through R-6M. The following standards shall apply:

. . .

18.50.220 Re-use of facilities – Standards for conversion of historic buildings.

In order to ensure that significant features of the property are protected pursuant to Chapter 2.20 KMC, the following standards shall apply to conversion of historic *buildings*:

A. Gross floor area of *building* additions or new *buildings* required for the conversion shall not exceed 20 percent of the gross floor area of the historic *building*, unless allowed by the zone;

B. Conversions to ~~apartments~~ **multiple-family dwelling units** shall not exceed one *dwelling unit* for each 3,600 square feet of lot area, unless allowed by the zone; and

C. Any construction required for the conversion shall require certification of appropriateness from the *City* landmark commission.

18.80.080 Applicability of development standards.

A. RDI *developments* shall comply with dimensional standards of the zone with a base density most closely comparable to the total approved density of the RDI *development*; provided, that an RDI proposal in the R-4 through R-6M zones shall conform to the height requirements of the underlying zone in which it is located.

B. RDI *developments* in the R-4 through R-6M zones shall be landscaped as follows:

1. When 75 percent or more of the units in the RDI *development* consist of ~~townhouses or apartments~~ **multiple-family dwelling units other than duplexes or triplexes**,

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the *development* shall provide perimeter *landscaping* and *tree* retention in accordance with Chapters [18.35](#) and [18.57](#) KMC ~~for townhouse or apartment projects.~~

2. When less than 75 percent of the units in the RDI consist of ~~townhouses or apartments~~ *multiple-family dwelling units other than duplexes or triplexes*, the *development* shall provide *landscaping* and *tree* retention in accordance with Chapters [18.35](#) and [18.57](#) KMC ~~for townhouses or apartments~~ on the portion(s) of the *development* containing such units; provided, that if *buildings* containing such units are more than 100 feet from the *development's* perimeter, the required *landscaping* may be reduced by 50 percent.

18.100.180 Temporary real estate offices.

One temporary real estate office may be located on any new residential *development*; provided, that activities are limited to the initial sale or rental of property or units within the *development*. The office *use* shall be discontinued within one year of recording of a short subdivision of four lots or less or issuance of a final certificate of occupancy for ~~an apartment a multiple-family~~ *development*, and within two years of the recording of a formal subdivision or short subdivision of more than four lots.

Other Miscellaneous Amendments

18.15.010 Zones and map designations established.

In order to accomplish the purposes of this title, the following zoning designations and zoning map symbols are established:

ZONING DESIGNATIONS	MAP SYMBOL
Residential	R ₂ (base density in dwellings per acre)

Note: Throughout the Zoning Code, references to "R-6" would be replaced with "R-M" and references to R zones would be replaced with "R-" zones.