



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

City Council Regular Meeting

ON-SITE

MONDAY, NOVEMBER 28, 2022 - 7:00 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/89523597206>

Or One tap Mobile: US: +12532050468,,89523597206#

Or Telephone Dial US: +1 253 205 0468

Callers please dial *9 to raise and lower hand

Webinar ID: 895 2359 7206

Technical Difficulties - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

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

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PRESENTATIONS

- A. Recognizing the Wallace Swamp Creek Adopt-A-Park Group

PRESENTED

- B. Bus Rapid Transit and King County Metro Presentations presented by Bus Rapid Transit Program Executive Bernard van de Kamp, King County Metro Transit Service Planner Yingying Huang Fernandes, and King County Metro Community Engagement Lead Luke Distelhorst

PRESENTED AND DISCUSSED

[Presentation - Sound Transit Service & Stride Program Update](#)

[Presentation - King County Metro](#)

- C. New Staff Introductions

- Amber Clifton, Administrative Specialist - Engineering

- Reilly Rosbotham, Planner - Development Services

INTRODUCED

VI. 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.

VII. CONSENT AGENDA

APPROVED BY UNANIMOUS CONSENT

- A. Cancel all Regular Council Meetings in December 2022
- B. Approve City Council Special & Regular Meeting Minutes from November 14, 2022
[City Council Special and Regular Meeting Minutes from November 14, 2022](#)
- C. Approve Total Check #s 50814 through 50892 totaling \$566,861.09 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 11/04/2022 in the amount totaling \$193,504.74 and ACH Payment to KBA Inc. in the amount of \$94,910.86, and ACH Payment to KBA Inc. in the amount of \$94,675.59, and ACH Payment to Thomco Construction Inc. in the amount of \$441,010.24, and Wire Transfer to Chicago Title in the amount of \$681,732.97, and Payroll Check #10198 in the amount of \$1,806.28.
[Voucher Approval dated 11-11-2022](#)
- D. Receive and File September 2022 Financial Report for the City of Kenmore, Washington
[Agenda Bill - September 2022 Financial Report \(with Attached Report\)](#)
- E. Receive and File October 2022 Financial Report for the City of Kenmore, Washington
[Agenda Bill - October 2022 Financial Report \(with Attached Report\)](#)
- F. Authorize the City Manager to execute Contract No. 22-C2870 the Regional Coordination Framework Agreement for Disasters and Planned Events for Public and Private Organizations in King County, Washington
[Agenda Bill - Emergency Management Regional Coalition Framework](#)
[Attachment 1 - Regional Coordination Framework](#)
[Attachment 2 - Regional Coordination Framework Agreement](#)
[Attachment 3 - Summary of Key Points](#)

- G. Authorize the City Manager to execute the Memorandum of Agreement 22-C2869, between the other ARCH (A Regional Coalition for Housing) Cities of Bellevue, Redmond, Bothell, Kenmore, and Newcastle concerning the Sharing of Costs related to Middle Housing Community-Based Organization Engagement
[Agenda Bill - Memorandum of Agreement](#)
[Attachment 1 - Memorandum of Agreement Draft](#)
- H. Authorize the City Manager to execute an increased grant award contract (total of \$170,000) with the Washington State Department of Commerce as well as Contract 22-C2845 with PRR, Inc. in an amount not to exceed \$150,000.
[Agenda Bill - PRR, Inc. Contract](#)
- I. Adopt Resolution No. 22-392 approving an Interfund Loan from the General Fund to the Park Capital Fund in the amount of \$1,050,000 and from the Street Fund to the Park Capital Fund in the amount of \$1,400,000
[Agenda Bill - Interfund Loan](#)
[Exhibit 1 - Proposed Resolution 22-392](#)
- J. Approve the proposed City of Kenmore 2023 State Legislative Agenda and Policy Statements
[Agenda Bill - State Legislative Agenda 2023](#)
[Attachment 1 - 2023 Kenmore State Leg Agenda](#)
[Attachment 2 - 2023 Kenmore Policy Statements](#)
- K. Authorize the City Manager to sign and execute Amendment No. 5 to Contract 10-C862, substantially and materially in the form attached
[Agenda Bill - Prosecutor Agreement Amendment 5](#)
[Attachment 1 - 10-C862 Amendment 5](#)
[Attachment 2 - 10-C862 Original Contract](#)
[Attachment 3 - 10-C862 Amendment 1](#)
[Attachment 4 - 10-C862 Amendment 2](#)
[Attachment 5 - 10-C862 Amendment 3](#)
[Attachment 6 - 10-C862 Amendment 4](#)
- L. Authorize the City Manager to execute Contract No. 10-C873 Amendment No. 6 with Progressive Animal Welfare Society (PAWS) to continue to provide animal shelter services through 2023, substantially and materially in the form attached
[Agenda Bill - Contract 10-C873 Amendment No. 6 \(PAWS\)](#)
[Attachment 1 - Contract No. 10-C873 Amendment No. 6](#)
[Attachment 2 - Contract No. 10-C873 Exhibit B - Explanation of Rates and Services](#)
- M. Authorize the City Manager to execute Contract No. 19-C2122 Amendment No. 3 with Shannon & Wilson, Inc. to continue to provide geotechnical services through 2023, substantially and materially in the form attached
[Agenda Bill - Contract 19-C2122 Amendment No. 3 \(Shannon & Wilson, Inc.\)](#)
[Attachment 1 - Contract 19-C2122 Amendment No. 3 \(Shannon & Wilson, Inc.\)](#)

- N. Authorize the City Manager to execute Contract No. 20-C2229 Amendment No. 2 with Cascadia Law Group, PLLC, to continue to provide limited engineering construction inspection services through 2023, substantially and materially in the form attached
[Agenda Bill - Contract 20-C2229 Amendment No. 2 \(Cascadia Law Group\)](#)
[Attachment 1 - Contract 20-C2229 Amendment No. 2 \(Cascadia Law Group\)](#)
- O. Authorize the City Manager to execute Contract No. 21-C2666 Amendment No. 4 with Red Barn Engineering, Inc. to continue to provide limited engineering construction inspection services through 2023, substantially and materially in the form attached
[Agenda Bill - Contract 21-C2666 Amendment No. 7 \(Red Barn Engineering, Inc.\)](#)
[Attachment 1 - Contract 21-C2666 Amendment No. 7 \(Red Barn Engineering, Inc.\)](#)
- P. Authorize the City Manager to execute Contract No. 21-C2667 Amendment No. 2 with PACE Engineers, Inc. to continue to provide planning services through 2024
[Agenda Bill - Contract 21-2667 Amendment No. 2 \(PACE Engineers, Inc.\)](#)
[Attachment 1 - Contract 21-2667 Amendment No. 2 \(PACE Engineers, Inc.\)](#)
- Q. Authorize the City Manager to execute Agreement 22-C2859 with Cascadia Consulting Group for an amount not to exceed \$80,000 to develop a Climate Action Element for the City's Comprehensive Plan
[Agenda Bill - 22-C2859 Cascadia Consulting Group](#)

VIII. BUSINESS AGENDA

- A. Regional Crisis Response (RCR) Agency Interlocal Agreement, the Incorporation of the Agency as a Nonprofit Corporation under RCW 24.06, and Authorize the City Manager to execute the Interlocal Agreement and Articles of Incorporation, presented by Assistant City Manager Stephanie Lucash, Police Chief Brandon Moen, North Sound RADAR Program Manager Brook Buettner, Karen Reed Consulting LLC Consultant Karen Reed, *for Approval*
MOTION TO APPROVE PASSED
[Agenda Bill - Regional Crisis Response Agency \(updated 11/28\)](#)
[Attachment 1 - Regional Crisis Response Agency Interlocal Agreement](#)
[Attachment 2 - Regional Crisis Response Agency Articles of Incorporation](#)
[Presentation - Regional Crisis Response Agency Interlocal Agreement \(updated 11/28\)](#)
- B. Planning Commission's Recommendation on Transit-Oriented Development (TOD) Amendments presented by Community Development Director Debbie Bent and Principal Planner Lauri Anderson, *for Discussion*
DISCUSSED
[Agenda Bill - TOD Amendments](#)
[Attachment 1 - Summary of TOD Amendments](#)
[Attachment 2 - Zoning Map Excerpt](#)
[Attachment 3 -Recommended TOD Code Amendments](#)

[Attachment 4 - Public Comment Matrix](#)

[Attachment 5 - TOD Postcard](#)

[Attachment 6 - Related Comprehensive Plan Language](#)

[Memo - Approach to the TOD Code Amendments \(added 11/23\)](#)

[Map - TOD Area with Preliminary Swamp Creek Buffer \(added 11/28\)](#)

- C. Contract No. 22-C2872 - Interlocal Agreement (ILA) with King County Regional Homelessness Authority (KCRHA) and five cities to combine regional funding for homelessness services in the North King County sub-region, presented by Assistant to the City Manager Garrett Oppenheim, *for Approval*

MOTION TO APPROVE PASSED

[Agenda Bill - Interlocal Agreement with KCRHA](#)

[Attachment 1 - KCRHA Agreement for Homeless Services](#)

[Presentation - KCRHA ILA](#)

IX. STAFF REPORTS

- A. Recreation Update by Recreation Coordinator Rita Moreno

PRESENTED

[Memo - Recreation Update 2022](#)

[Attachment 1 - Recreation by the Numbers 2022](#)

X. COUNCILMEMBER REPORTS & COMMENTS

XI. ADJOURNMENT

XII. UPCOMING MEETINGS

- A. Wednesday, November 30, 2022 at 7:00 PM - City Council Special Meeting

December Regular Meetings CANCELED

Sound Transit Service & Stride Program Update

Kenmore City Council

11/28/22

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Why we are here

- SR 522 Transit: How we got here
- Stride Bus Rapid Transit Project Overview
- Upcoming Community Engagement
- Sound Transit and King County Metro Partnerships

522 BRT: A Community Driven Project

- 2016 Community Feedback on need for HCT on the 522 Corridor
- SR 522/NE 145th BRT included in the ST3 package
- Approved by voters in 2016
- Designated Tier 1 Project in ST Board Realignment



Stride Program



Stride Bus Rapid Transit Opens 2026-2027

S1 Line: Bellevue to Burien

S2 Line: Bellevue to Lynnwood

S3 Line: Shoreline to Bothell

- Connects to Link light rail in Shoreline, Lynnwood, Bellevue and Tukwila
- Limited-stop service in the I-405, SR 522 and SR 518 corridors

Stride Program Elements

What is Bus Rapid Transit?

BRT infrastructure is designed for fast, frequent and reliable service

Bus service every 10 minutes

Stations with near level boarding, off-board fare collection, dynamic rider info

Roadway improvements include bus queue bypass lanes, transit signal priority, bus-only lanes

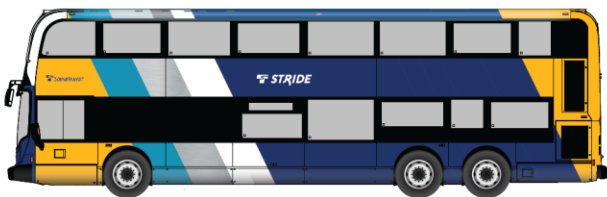


Stride Fleet and Stations

State of the art passenger information
Offboard fare payment, except for cash
Bicycle accommodations: front racks on the bus & storage at select stations
Currently evaluating double-decker propulsion options



S1 & S2 (I-405)



Double-deck buses for highway service

S3 (SR 522)



Articulated battery electric buses for shorter arterial route

Community Engagement

Upcoming Community Engagement

- 60% Design Open House: February/March 2023
- Property acquisition phase and outreach to affected individuals
- Ongoing individual property owner conversations and community briefings



Thank you.



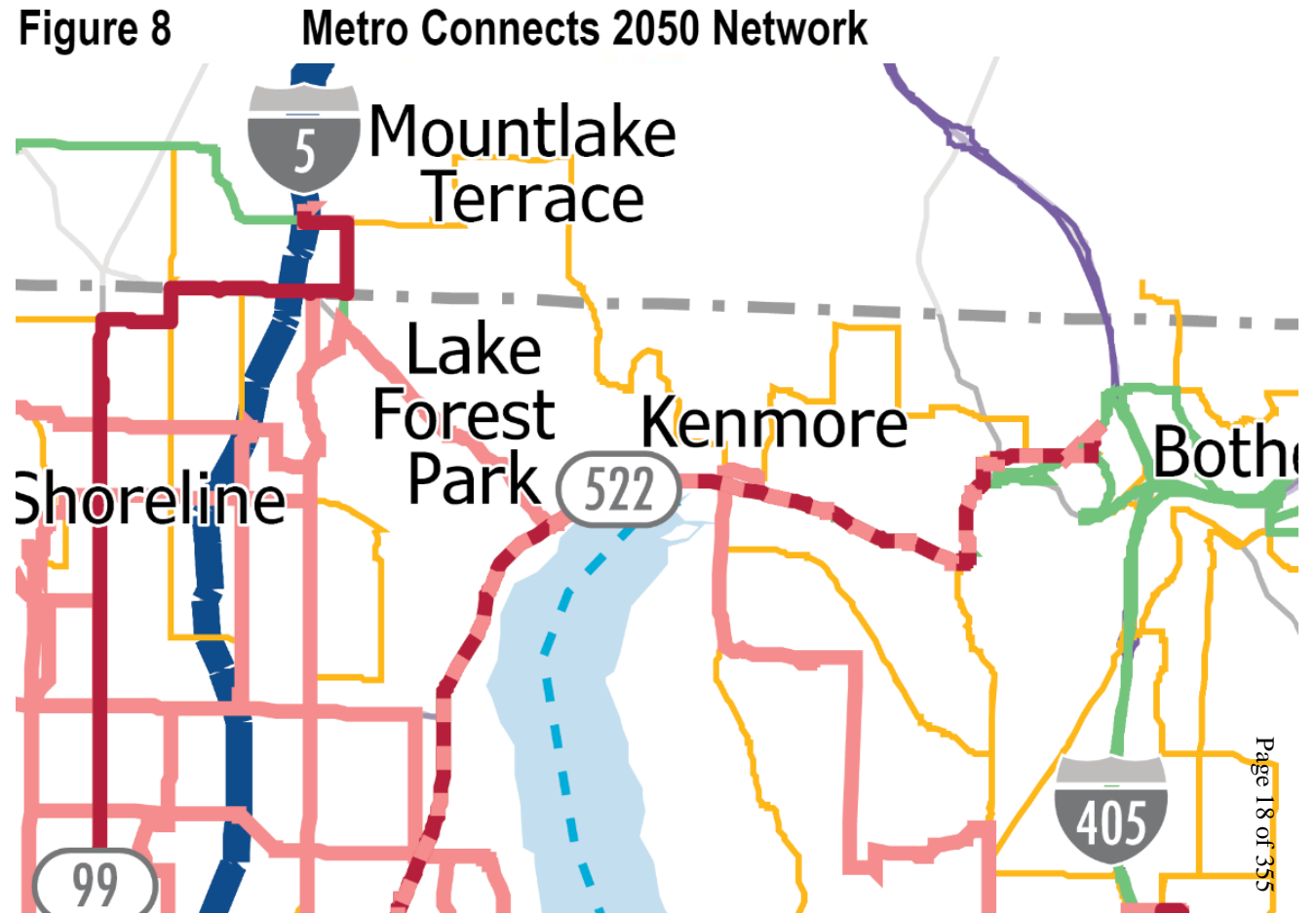
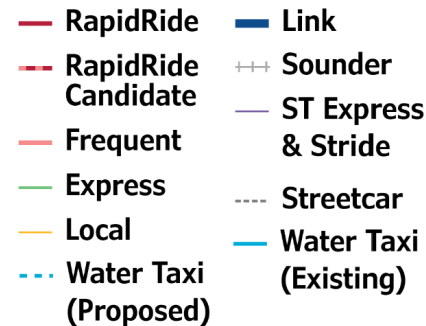
 [soundtransit.org](https://www.soundtransit.org)



Kenmore City Council November 28, 2022

Metro Long Range Vision - Metro Connects

- Frequent service on Juanita Dr. NE, Ballinger Way, and 522 corridor
- Local service on Simonds Rd NE, 68th Ave NE, NE 192nd St



[View the Plan | Long Range Transit Plan \(kcmetrovision.org\)](http://kcmetrovision.org)

Metro Long Range Vision - Metro Connects

- Unconstrained by capital and operational limitations and not fully funded
- Requires strong partnerships with cities and partners
- Community engagement drives service changes



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[illegible]

Engagement Activities

Phase 1 (Jan.-May 2022)	Phase 2 (Jan.-May 2023)	Phase 3 (Fall 2023)
Interview CBO stakeholders	Share service concept with the public and stakeholders to gather feedback	Share draft service proposal with the public and stakeholders to gather final feedback
Needs assessment survey	Public online survey, general public outreach, community meetings, CBO partner led engagement	Public online survey, community meetings, CBO partner led engagement
Recruit Mobility and Partner Review Board Mobility Board co-create service concept and Partner Review Board review and provide feedback	Mobility Board co-create draft service proposal and Partner Review Board review service draft proposal and provide feedback	Finalize service proposal with Mobility Board; Partner Review Board review and provide feedback
Jurisdictional meetings	Jurisdictional meetings and council briefings	Jurisdictional meetings and council briefings

Phase 2 Outreach Overview

CBOs

- Working with four community-based organizations focused on outreach and engagement with equity priority populations

General Public

- Creating in-person and virtual opportunities for people to learn, review and provide feedback on the concept network
- Focused outreach in certain neighborhoods and with key community organizations to ensure needs are met

Mobility & Partner Review Boards

- Will review public engagement results alongside the concept network
- Help refine the network to create a draft service proposal for Phase 3
- Includes cities, partner agencies

**City of Kenmore
City Council Meeting
Special & Regular Meeting Minutes
Monday, November 14, 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
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember David Baker
Councilmember Angel Kugler – Excused

Staff: City Manager Rob Karlinsey
Assistant City Manager Stephanie Lucash
City Attorney Dawn Reitan
Deputy City Clerk Michelle Kang
Co-Clerk Tela Gardner
Finance & Administration Director Leticia Salcido
Development Services Director Samantha Loyuk
Code Enforcement Officer Bridgit Baker

Special Guests: Dennis McLerran, Cascadia Law Group
Professor Jeffrey Jensen, University of Washington Bothell
Chanin Kelly-Rae, Chanin Kelly-Rae Consulting LLC
Kenmore Community DEI Task Force Members

Cadman Asphalt Plant Public Comments Speaking Guests:
Patrick O’Brien, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Janet Hays, Kenmore Resident
David Morton, Kenmore Resident
Nancy Hansen, Kenmore Resident

Public Comments Speaking Guests:
Peter Lance, Kenmore Resident
Roy Cuzner, Kenmore Resident

Patrick O'Brien, Kenmore Resident
John Peeples, Kenmore Resident
Jim Myers, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Dakota Rash, Lake Forest Park Resident
Stacey Valenzuela, Kenmore Resident
Phyllis Finley, Kenmore Resident
Tracy Banaszynski, Kenmore Resident
Nancy Hansen, Kenmore Resident
Richard Lewis, Kenmore Resident
Danielle Olson, Kenmore Resident

2023-2024 Biennial Budget Public Hearing Speaking Guests:
Phyllis Finley, Kenmore Resident
Stacey Valenzuela, Kenmore Resident

2021-2022 Budget Amendments Public Hearing Speaking Guests:
Stacey Valenzuela, Kenmore Resident

CALL SPECIAL MEETING TO ORDER

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

STUDY SESSION AGENDA

- A. Update on the Puget Sound Clean Air Agency (PSCAA) Order of Approval of the Notice of Construction #11861 for the Cadman Asphalt Plant in Kenmore, presented by City Manager Rob Karlinsey, Development Services Director Samantha Loyuk, Code Enforcement Officer Bridgit Baker, and Dennis McLerran from Cascadia Law Group
[Agenda Bill - Cadman Asphalt Plant Order of Approval](#)
[Attachment 1 - PSCAA Order of Approval Notice of Construction #11861](#)
[Attachment 2 - PSCAA Worksheet](#)

Dennis McLerran from Cascadia Law Group updated Council on what is included in the final permit as well as the responses to the comments from Kenmore and its residents and from Cadman.

The final permit includes some of the following:

- Cutback asphalt is prohibited
- Dryer baghouse needs to be equipped with a gauge measuring the pressure drop across the baghouse. These records must be kept and available for inspection by the agency.
- Extensive facility monitoring and odor monitoring response
- Street boundaries where odor monitoring can be done weekly
- Production of asphalt limit to no more than 200,000 tons annually, with a recordkeeping requirement

Kenmore asked for the odor impact conditions to be retained and even improved. Cadman asked that the odor conditions be removed because it considers the conditions to be unlawful. The agency chose to keep the odor impact conditions and strengthen them.

Once the permit was issued on October 26, 2022, a thirty (30) day appeal period was triggered.

Councilmembers provided questions and comments. One question included who controls the decisions around plants to continue operation on unhealthy air quality days. McLerran answered that the governor is vested with the power to declare air quality emergencies. Although Kenmore cannot force the governor to do anything about the asphalt plant on air quality days, Washington state has initiative powers vested with citizens. Citizens would need to gather a certain number of signatures on a petition.

B. Public Comment about Study Session Agenda: We have allotted up to fifteen (15) minutes of public comment from our community members at this time about the Study Session Agenda item - Asphalt Plant PSCAA Notice of Construction Permit. The amount of time allotted per speaker during this segment will be three minutes. The same Public Comment rules apply where the Council does not engage or dialogue with the public; the primary role of the Council is to listen. We will hear from up to five speakers at this time. 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. Please state your name and city of residence for the record. If the allocated time runs out, please give your public comments at the November 14th Regular Meeting, which begins at 7:00 PM, during the Public Comments portion of the meeting

Council took comments from the public.

Timestamped link here: <https://youtu.be/gdu8iXWajsw?t=2365>

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 7:03 PM.

CALL REGULAR MEETING TO ORDER

Mayor Herbig called the regular meeting to order at approximately 7:03 PM.

FLAG SALUTE

Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL

The agenda was approved as published.

PRESENTATION

Environmental Education Research Center (EERC) "Little Redfish Lost...and Found" Presentation, presented by Assistant City Manager Stephanie Lucash and University of Washington Bothell Professor Jeffrey Jensen

[Presentation by Professor Jeffrey Jensen](#)
[Article from Encyclopedia of Puget Sound](#)

Professor Jeffrey Jensen presented to the Council the history and potential revival of the Kokanee salmon population. Kokanee salmon were a big part of indigenous culture and were abundant 120 years ago. The early run was declared extinct in 2002. The middle run is struggling currently and some even think that the middle run is extinct. In 2021, it was discovered that the Native Lake Washington kokanee survived. Zackuse Creek had kokanee return for the first time in 50 years. One hope is to have a Swamp Creek Habitat Restoration Project. The next steps include outreach and education, protection of limited spawning areas, and reintroduction. Professor Jensen's proposal is to have a collaboration between Woodinville, Bothell, Kirkland, Kenmore, and Lake Forest Park for grant writing and further outreach.

Councilmembers are encouraged to use the information provided by Jeffrey Jensen for further outreach and education. This information will be brought to the WRIA8 meeting this week. Councilmembers hope that salmon education is still in school for kids to participate in.

PUBLIC COMMENTS

Council took comments from the public.

Timestamped link here: <https://youtu.be/gdu8iXWajsw?t=5177>

CONSENT AGENDA

- A. Approve City Council Special & Regular Meetings from October 24, 2022
[City Council Special and Regular Meeting Minutes from October 24, 2022](#)
- B. Approve Total Check #s 50704 through 50813 totaling \$1,346,919.16 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 10/21/2022 in the amount totaling \$190,655.93 and ACH Payment to Thomco Construction in the amount of \$533,300.91, and ACH Payment to U.S. Bank in the amount of \$23,277.78, and ACH Payment to Washington Federal Bank in the amount of \$22,808.66, and Payroll Check #10195 in the amount of \$952.42, and Payroll Check #10196 in the amount of \$199.54.
[Voucher Approval for October 28, 2022](#)

MOTION: Councilmember Pfeil moved to approve the consent agenda outlined above including items A-B. Deputy Mayor O'Cain seconded the motion.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

PUBLIC HEARING

- A. Public Hearing No. 1 for 2023-2024 Proposed Final Biennial Budget (Ordinance No. 22-0562), presented by Finance & Administration Director Leticia Salcido, *for Public Hearing*
[Agenda Bill - 2023-2024 Proposed Biennial Budget](#)
[Presentation - 2023-2024 Proposed Biennial Budget](#)

Finance & Administration Director Leticia Salcido appeared before the Council and reminded Council that the numbers and data for the proposed 2023-2024 biennial budget are the same from previous presentations. The first public hearing was held on November 7, 2022. This is the second public hearing. And the final public hearing will be held November 21, 2022, which is also the same Council Meeting the 2023-2024 biennial budget is on the business agenda for adoption.

Mayor Herbig opened the Public Hearing at approximately 8:07 PM.
The Council heard public testimony from the public.
Timestamped link included here: <https://youtu.be/gdu8iXWajsw?t=7660>
Mayor Herbig closed the Public Hearing at approximately 8:17 PM.

- B. 2021-2022 Budget Amendments (Ordinance No. 22-0561), presented by Finance & Administration Director Leticia Salcido, *for Public Hearing*
[Agenda Bill - 2021-2022 Budget Amendments Public Hearing for November 14, 2022](#)
[Presentation - 2021-2022 Budget Amendments](#)

Finance & Administration Director Leticia Salcido appeared before the Council and reminded them that the first detailed discussion about the 2021-2022 budget amendments was on November 7, 2022. The numbers and data have not changed since then. The 2021-2022 budget amendments are going to be on the November 21, 2022 business agenda for adoption.

Mayor Herbig opened the Public Hearing at approximately 8:18 PM.
The Council heard public testimony from the public.
Timestamped link included here: <https://youtu.be/gdu8iXWajsw?t=8312>
Mayor Herbig closed the Public Hearing at approximately 8:20 PM.

BUSINESS AGENDA

- A. Diversity, Equity, Inclusion, and Accessibility (DEIA) Policy, presented by Human Resources Manager Leonora Palaña and Chanin Kelly-Rae Consulting LLC Consultant Chanin Kelly-Rae, *for Adoption*
[Agenda Bill - DEIA Policy](#)
[Attachment 1 - City of Kenmore Diversity Equity Inclusion and Accessibility Policy](#)
[Attachment 2 - City of Kenmore Diversity, Equity, Inclusion, and Accessibility Policy Milestones](#)

Human Resources Manager Leonora Palaña presented the timeline and milestones of the Diversity, Equity, Inclusion, and Accessibility (DEIA) policy to the Council (Attachment 2). Council suggested that one implementation of the DEIA policy is to include a DEIA rubric at the bottom of future agenda bills, so that Council can know how future business items, such as ordinances, utilizes and promotes DEIA policy. Consultant Chanin Kelly-Rae emphasized the need for DEIA policy because history is replete with examples of man's inhumanity to mankind. Kelly-Rae further explained that her hope is consultants like her will no longer be needed in the future because these policies are for Council, directors, and leaders to own.

MOTION: Councilmember Pfeil moved to adopt this policy [the Diversity, Equity, Inclusion, and Accessibility policy]. Deputy Mayor O’Cain seconded the motion.
VOTE: 6 Yes; 0 No; 0 Abstain. **MOTION PASSES**

- B. Resolution No. 22-390 City of Kenmore's 2023 Fee Schedule, presented by Development Services Director Samantha Loyuk and Permit Coordinator Tela Gardner, *for Adoption*
- [Agenda Bill - 2023 Fee Schedule](#)
 - [Exhibit A - Resolution No. 22-390 Fee Schedule](#)
 - [Exhibit A Attachment - 2023 Fee Schedule](#)
 - [Exhibit B - Excerpt from Kenmore Municipal Code \(KMC\) 20.05](#)
 - [Exhibit C - 2022 Northshore School District Capital Facilities Plan](#)
 - [Exhibit D - Resolution No. 18-315 Surface Water Annual Charges](#)
 - [Exhibit E - 2022 Fee Schedule](#)

Development Services Director Samantha Loyuk and Permit Coordinator Tela Gardner presented Kenmore’s proposed 2023 Fee Schedule to Council. The original rates were based on a 2015 fee study and have been updated as need per the consumer price index (CPI). One change that was emphasized was the new line item for heat pump permits. This permit fee was decreased to the same amount as a water heater fee. Kenmore wants to encourage people to use heat pumps and the decrease is meant to reflect that incentivization.

Councilmembers provided some comments:

- The fee schedule should be revisited over the next year with the Climate Action Plan in mind to further differentiate what we are trying to incentivize and de-incentivize.
- The hope is that we can stabilize our fees so the fees don’t increase by 9.5% the next time the fee schedule is reviewed. When the city increases fees like this every year, the city is part of the inflation problem.

MOTION: Councilmember Marshall moved to approve Resolution No. 22-390 City of Kenmore’s 2023 Fee Schedule. Councilmember Pfeil seconded the motion.
VOTE: 5 Yes; 1 No; 0 Abstain. **MOTION PASSES**

STAFF REPORTS

City Manager Rob Karlinsey provided three updates:

1. Due to the good weather, Juanita Drive was striped. This project was originally planned for the spring, in anticipation of bad weather.
2. On Friday, November 11, 2022, Kenmore closed on the 73rd Avenue NE Property.
3. Today was Permit Coordinator, Tela Gardner’s last day at the City of Kenmore

COUNCILMEMBER REPORTS & COMMENTS

Deputy Mayor O’Cain formally asked the Council to bring a gun buyback program up for discussion in January 2023. There was a general consensus of agreement.

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 9:14 PM.

Nigel Herbig, Mayor

Michelle Kang, Deputy City Clerk



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

10/29/2022 - 11/11/2022

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 50814 through 50892: \$566,861.09

Total Payroll/Taxes/Flex Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 11/4/2022 \$193,504.74

ACH Payment - KBA Inc.: \$94,910.86

ACH Payment - KBA Inc.: \$94,675.59

ACH Payment - Thomco Construction Inc: \$441,010.24

Wire Transfer - Chicago Title \$681,732.97

Payroll Check #10198 11/4/22: \$1,806.28

Rob Karlinsey

Rob Karlinsey (Nov 15, 2022 13:31 PST)

Nov 15, 2022

City Manager / Date

Leticia Salcido

Leticia Salcido (Nov 15, 2022 10:45 PST)

Nov 15, 2022

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
CHICAGO TITLE	Wire Transfer	11/10/2022	Property Purchase - 18727 73rd Ave NE	681,732.97
KBA INC.	1255	11/10/2022	18-C1846 Sept. 2022 W. Samm Bridge	94,910.86
KBA INC.	1256	11/10/2022	18-C1846 Aug. 2022 W. Samm Bridge	94,675.59
THOMCO CONSTRUCTION, INC.	1257	11/10/2022	20-C2144 Juanita Drive Construction	441,010.24
KVO INDUSTRIES, INC	50814	11/02/2022	Log Boom Park Signs/Frames	3,159.00
AMERICAN GENERAL LIFE GPO/400S	50815	11/04/2022	Life Insurance	250.52
MISSION SQUARE / 109964	50816	11/04/2022	City of Kenmore 401a	18,985.73
MISSION SQUARE 457 / 304745	50817	11/04/2022	ICMA 457 Deferred Comp	6,767.50
LANDSCAPE FORMS	50818	11/10/2022	Hangar Furniture	8,183.04
ABRACADABRA PRINTING	50819	11/10/2022	Business Card Printing	864.36
ALPHAGRAPHICS	50820	11/10/2022	Business Cards for 4 (2) PD & (2) CM	319.58
AM TEST, INC	50821	11/10/2022	Swamp Creek TMDL Testing	150.00

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AM TEST, INC	50822	11/10/2022	LOG Boom Park TMDL Testing	25.00
AMANDA STEPHEN	50823	11/10/2022	Hangar Security Deposit Refund	100.00
AMERICAN PUBLIC WORKS ASSOCIATION	50824	11/10/2022	APWA Annual Membership Dues	1,512.00
BRIEN, GAYLYNN	50825	11/10/2022	Sales Tax Data Conversion Svcs for Aug.	50.00
CHANIN KELLY-RAE CONSULTING LLC	50826	11/10/2022	October DEI Consulting	4,895.00
CHARLES WATKINS	50827	11/10/2022	10/22 Hangar Reservation Deposit Refund	150.00
CHILD CARE RESOURCES	50828	11/10/2022	3rd Qtr Human Svcs Funding	375.00
DTG RECYCLE	50829	11/10/2022	Dumped Material Disposal Fees	84.72
ENVIROTECH	50830	11/10/2022	Liquid De-Icer Material	10,129.93
FASTSIGNS	50831	11/10/2022	Vinyl Wrap for Electrical Cabinet 175th/68th	1,942.88
GCP WW HOLDCO, LLC	50832	11/10/2022	Rain Gear & Boots	389.70
GCP WW HOLDCO, LLC	50833	11/10/2022	Rain Gear	287.86
GCP WW HOLDCO, LLC	50834	11/10/2022	Rain Gear & Boots	407.23
GORDON THOMAS HONEYWELL	50835	11/10/2022	October Governmental Affairs Consulting	4,300.00
HOME DEPOT CREDIT SERVICES	50836	11/10/2022	PW Supplies, Parks Materials, CH Maint	625.80
HORIZON DISTRIBUTORS INC	50837	11/10/2022	Parks & PW Irrigation Repair Supplies	204.29
JACOBS ENGINEERING GROUP	50838	11/10/2022	15-C1411 W. Sammamish Bridge Construction	11,167.25
KENMORE MIDDLE SCHOOL	50839	11/10/2022	3rd Qtr- Kitchen Table Human Svcs Funding	2,650.00
KING COUNTY ANIMAL SVCS	50840	11/10/2022	City of Kenmore Pet Licenses	225.00
KING COUNTY DISTRICT COURT	50841	11/10/2022	2021 District Court Contract Reconciliation	74,045.00
KING COUNTY FINANCE	50842	11/10/2022	2022 Annual K4C Contribution	1,200.00
KING COUNTY FINANCE	50843	11/10/2022	Surface Water Facility Dump Fees	28.00
KING COUNTY FINANCE	50844	11/10/2022	Small Cities Indigency Screening	81.00
KING COUNTY SHERIFF	50845	11/10/2022	October Police Services	308,224.92
KLB CONSTRUCTION, INC.	50846	11/10/2022	20-C2143 Oct. 2022 68th Ave. Ped/Bike Construction	3,715.75
LAKE CITY PARTNERS ENDING HOMELESSNESS	50847	11/10/2022	2nd Qtr 2022 Human Svcs Funding	1,125.00
LAKE CITY PARTNERS ENDING HOMELESSNESS	50848	11/10/2022	1st Qtr 2022 Human Svcs Funding	1,125.00
LAKE CITY PARTNERS ENDING HOMELESSNESS	50849	11/10/2022	3rd Qtr 2021 Human Svcs Funding	1,125.00
LAKE CITY PARTNERS ENDING HOMELESSNESS	50850	11/10/2022	4th Qtr 2021 Human Svcs Funding	1,125.00
MARY'S PLACE	50851	11/10/2022	3rd Qtr 2022 Human Svcs Funding	6,250.00
MILLER STEPHENS, MARY	50852	11/10/2022	Oct. Public Defense Svcs @ SCORE	1,250.00
MOTT MACDONALD GROUP, INC.	50853	11/10/2022	17-C1657 Sept. Squires Landing Park Design	10,842.97
NAMI EASTSIDE	50854	11/10/2022	3rd Qtr Human Svcs - NAMI-in-the-Schools	750.00
NATIONAL LEAGUE OF CITIES	50855	11/10/2022	2023 NLC Dues	1,652.00

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NORTHSHORE SCHOOLS FOUNDATION	50856	11/10/2022	3rd Qtr Human Svcs - Removing Barriers MKV	1,150.00
NORTHSHORE SENIOR CENTER	50857	11/10/2022	3rd Qtr Human Svcs - Adult Day Health	1,250.00
OFFICE DEPOT	50858	11/10/2022	Misc. Office Supplies	132.16
OPTICOS DESIGN, INC.	50859	11/10/2022	22-C2836 Oct. Missing Middle Housing Consulting	7,748.50
O'REILLY/FIRST CALL	50860	11/10/2022	City Vehicle Maintenance	56.07
PACIFIC TOPSOILS	50861	11/10/2022	Parks Material, Disposal Fees, Drainage	1,258.68
PRASAD KORHALE	50862	11/10/2022	Refund of Deposit for 10/27 Cancelled Event	150.00
PROFFITT, QUINN	50863	11/10/2022	Boot Reimbursement	326.09
PUGET SOUND ENERGY	50864	11/10/2022	City Hall Electricity	2,791.45
QUALITY WATER FINANCIAL	50865	11/10/2022	PW & CH Office Filtered Water Systems	182.59
REPUBLIC SERVICES	50866	11/10/2022	City Hall Trash Services	876.81
REPUBLIC SERVICES	50867	11/10/2022	Rhododendron Park Trash Services	731.35
SEATTLE TIMES	50868	11/10/2022	Legal Notice Publications	1,565.64
SISKUN POWER EQUIPMENT	50869	11/10/2022	Street Dept. Tool Repair Parts	305.25
STAPLES ADVANTAGE	50870	11/10/2022	City Hall Facility Maintenance Supplies	40.73
STAPLES ADVANTAGE	50871	11/10/2022	PW & Parks Materials	13.61
STAPLES ADVANTAGE	50872	11/10/2022	City Hall & Hangar Supplies	201.57
STAPLES ADVANTAGE	50873	11/10/2022	Parks & PW Materials	56.58
STAPLES ADVANTAGE	50874	11/10/2022	Hangar Maintenance Supplies	62.10
STAPLES ADVANTAGE	50875	11/10/2022	City Hall & Hangar Supplies	75.85
STAPLES ADVANTAGE	50876	11/10/2022	City Hall Facility Maintenance Supplies	61.64
STEP 'N WASH, INC.	50877	11/10/2022	Log Boom Park Restroom Materials	1,154.90
STEWART MACNICHOLS HARMELL, INC.	50878	11/10/2022	Sept. Public Defense Svcs	5,000.00
T MOBILE USA, INC.	50879	11/10/2022	Staff Cell Phones & Data Plans	1,266.32
TOTAL LANDSCAPE CORP	50880	11/10/2022	Parks Landscape Maintenance	4,514.10
UNITED STATES POSTMASTER	50881	11/10/2022	Winter Newsletter Postage	2,053.22
US LAND CONSTRUCTION LLC C/O CENTURION DEV. S	50882	11/10/2022	Refund Deposit PRJ19-0012/ENG20-0742	7,500.00
UTILITIES UNDERGROUND LOCATION CTR	50883	11/10/2022	October Utility Locating Services	205.11
VENTILATION POWER CLEANING, INC.	50884	11/10/2022	Vactor Truck Services	15,882.00
WA ASSOC OF BUILDING OFFICIALS	50885	11/10/2022	2023 WABO Membership	95.00
WA STATE DEPT OF TRANSPORTATION	50886	11/10/2022	Traffic Signal Maintenance	839.05
WAPRO	50887	11/10/2022	2022 Fall Conference Registration	200.00
WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	50888	11/10/2022	Sweeper Debris Disposal	4,609.01
ZIPLY FIBER	50889	11/10/2022	City Hall Phone Lines	663.56
ZIPLY FIBER	50890	11/10/2022	PW Office Internet	153.00

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LIGHTHOUSE CONSULTING INC	50891	11/10/2022	Oct. 2022 IT Consulting Services	2,596.79
LIGHTHOUSE CONSULTING INC	50892	11/10/2022	Oct. 2022 Protector/Archiving/Backup/Website	10,351.33
DRS 457	DFT0001429-30	11/04/2022	DRS 457 Deferred Comp	810.57
AVIDIA HEALTH	DFT0001431	11/04/2022	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001432-37	11/04/2022	Public Employees Retirement	30,478.01
NAVIA	DFT0001438	11/04/2022	Employee Flexible Spending Account	562.64
BANK OF AMERICA 941	DFT0001439	11/04/2022	Federal Taxes	25,905.05
TIURA, EAMON JAMES	10198	11/4/2022	Payroll Check	1,806.28
PAYROLL	Electronic Dep.	11/4/2022	Direct Deposit	135,648.47
TOTAL				<u><u>\$ 2,074,501.77</u></u>

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Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	1336
0022	ASSOCIATION OF WA CITIES	22875
0024	BAKER, DAVID	468.43
0054	BULGER SAFE & LOCK, INC.	582.27
0064	CASCADE PEST CONTROL	1545.8
0067	CENTER FOR HUMAN SERVICES	22200
0076	CITY OF BELLEVUE	178299.01
0081	CITY OF KENMORE	2961.1
0083	CITY OF LAKE FOREST PARK	51948
0092	CODE PUBLISHING COMPANY	1488.78
0099	CONSOLIDATED PRESS	14997.24
0109	DAILY JOURNAL OF COMMERCE	2281.6
0111	DEPARTMENT OF ECOLOGY	11243
0121	REPUBLIC SERVICES	13147.06
0130	EMPLOYMENT SECURITY DEPARTMENT	24101.42
0137	FERGUSON ENTERPRISES INC #3011	6198.75
0150	GEOENGINEERS INC	48412.06
0151	CALPORTLAND COMPANY	1911.44
0169	HERRERA ENVIRONMENTAL CONSULTANTS	13368.65
0173	HOME DEPOT CREDIT SERVICES	5572.34
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	379494.81
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1400
0191	INTERNATIONAL INST OF MUNI CLERKS	215
0197	JET CITY PRINTING	4021.43
0201	KCDA PURCHASING COOP	2657.48
0204	KENMORE COMMUNITY CLUB	180
0205	KENMORE HERITAGE SOCIETY	50
0206	KENMORE MIDDLE SCHOOL	10600
0212	KING COUNTY FINANCE W.L.R.D.	13428.37
0213	KING COUNTY ANIMAL SVCS	1345
0216	KING COUNTY FINANCE	500
0217	KING COUNTY DISTRICT COURT	74045
0218	KING COUNTY FINANCE	1847.99
0219	KING COUNTY FINANCE	335212.86
0230	KING COUNTY RADIO COMM SERVICES	901.71
0233	KING COUNTY SHERIFF	2652646.28
0235	KING COUNTY TREASURY	67794.28
0246	LAKE CITY PICTURE FRAMING	288.96
0251	LIGHTHOUSE CONSULTING INC	146661.56
0260	MEEHAN, NANCY	43.82
0261	PENDLETON CONSULTING LLC	9635.23
0265	MORGAN SOUND INC	1565.13
0267	MR. T'S TROPHIES & AWARDS LLC	1333.36
0285	NORTHSHORE FIRE DEPT	5340
0286	NORTHSHORE SCHOOL DISTRICT	386796
0287	NORTHSHORE SENIOR CENTER	31750
0288	NORTHSHORE UTILITY DIST	215439.79
0292	HONEY BUCKET	15177
0299	EBIX, INC.	118.38
0300	OFFICE DEPOT	5104.75
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	49952.15
0310	PACIFIC TOPSOILS	11796.08

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Vendor	Name	Volume
0311	PARAMETRIX INC	159357.09
0327	PUGET SOUND CLEAN AIR AGENCY	19183
0328	PUGET SOUND ENERGY	296252.16
0331	PUGET SOUND REGIONAL COUNCIL	9637
0345	SEATTLE TIMES	10579.15
0355	STAPLES ADVANTAGE	12670.64
0356	STATE AUDITOR'S OFFICE	34158.61
0357	STEWART MACNICHOLS HARMELL, INC.	50000
0359	SOUND CITIES ASSOC	16314.32
0365	TOTAL LANDSCAPE CORP	90927.12
0371	UNITED STATES POSTMASTER	7965.21
0375	US POSTAL SERVICE (HASLER)	4060.98
0385	WA ASSOC OF BUILDING OFFICIALS	1470
0387	WA CITIES INSURANCE AUTHORITY	486509
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	1315
0400	WASHINGTON STATE DEPT OF REVENUE	6535.1
0401	WA STATE DEPT OF TRANSPORTATION	18820.17
0405	WASHINGTON STATE OFFICE CASH MGMT	2296
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	26977.73
0424	MISSION SQUARE 457 / 304745	175872.44
0425	DRS 457	20997.78
0426	AFLAC	1873.3
0428	BANK OF AMERICA 941	555487.06
0429	AWC EMPLOYEE BENEFIT TRUST	755419.48
0431	DEPARTMENT OF RETIREMENT SYSTEMS	722454.81
0432	DEPARTMENT OF LABOR AND INDUSTRIES	46592.25
0434	UNITED WAY OF KING COUNTY	840
0436	NATIONAL LIFE OF VERMONT	1231.7
0441	DANSOUND INC	7047
0448	UPS STORE KENMORE	565.9
0449	ACF WEST INC	181.12
0450	AURORA RENTS	8275.67
0452	PART WORKS INC	2112.27
0484	CITY WIDE FENCE COMPANY, INC	8106.66
0515	NATIONAL LEAGUE OF CITIES	1652
0542	AMERICAN SOCIETY OF COMPOSERS	410.64
0550	KING COUNTY RECORDER'S OFFICE	272.5
0558	SNOHOMISH COUNTY	9722
0564	AMERICAN PUBLIC WORKS ASSOCIATION	1512
0586	QUADIENT LEASING USA, INC.	2130.42
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	9164.74
0594	RANDALL, BRIAN	955.98
0610	WA STATE DEPT OF TRANSPORTATION	1081.21
0617	KING COUNTY FINANCE	20604.16
0685	PACE ENGINEERS, INC.	27104.5
0689	DIGITAL REPROGRAPHICS SERVICES INC.	95.01
0692	HDR ENGINEERING, INC	661603.38
0696	AMERICAN GENERAL LIFE GPO/400S	2932.12
0764	OUSLEY, NANCY	23.99
0781	QUALITY BUSINESS SYSTEMS INC.	2683.8
0791	NORTHSHORE ROTARY CLUB	600
0817	GRAINGER	5116.3
0831	NORTHSHORE PARK & REC SERVICE AREA	2720
0851	EVERMARK, LLC	1457.74
0868	JAYMARC AV	378.74
0892	JACOBS ENGINEERING GROUP	78584
0898	ZONAR SYSTEMS	731.12
0899	SHRED IT, C/O STERICYCLE, INC>	925.63

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Vendor	Name	Volume
0913	KENMORE ELEMENTARY	3750
0937	ZUMAR	1591.69
0941	KVO INDUSTRIES, INC	3159
0981	COMCAST BUSINESS	4385.04
0983	PASSPORT TRAVEL AND TOURS	2016.6
0994	GORDON THOMAS HONEYWELL	43183.28
1003	iWORQ SYSTEMS	2800
1010	WESTLAKE HARDWARE WA-153	2141.02
1034	EMERALD FIRE LLC	705
1045	HORIZON DISTRIBUTORS INC	3848.55
1047	SARAH ROBERTS	82316.78
1052	FIRE PROTECTION, INC	19645.89
1053	INTERNATIONAL CODE COUNCIL, INC	600
1068	WA STATE DEPT OF LABOR & INDUSTRIES	230
1123	AM TEST, INC	2150
1140	PAWS	2288
1148	AGORA REFRESHMENTS	225.48
1152	WASHINGTON ENERGY SERVICES CO. LLC	285.6
1168	SCHINDLER ELEVATOR CORPORATION	3030.22
1197	MILLER STEPHENS, MARY	12500
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
1291	SCHNEE, CARLA	360.61
1299	VERIZON WIRELESS	728.11
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	10858.47
1326	JOYCE ZIKER PARKINSON	1837.5
1331	KBA INC.	939427.76
1333	WELWEST CONSTRUCTION INC.	10000
1337	STATE OF WA DEPT. OF LICENSING	1.52
1345	SHERWIN WILLIAMS CO. #8099	837.54
1356	KARLINSEY, ROB	3747.33
1358	ALPHAGRAPHICS	2256.25
1359	EVERGREEN FIRE AND SAFETY, INC.	214.14
1377	D.R. HORTON	7500
1383	CHICAGO TITLE	25035.28
1385	CITYWORKS/ AZTECA SYSTEMS INC.	36333
1390	UTILITIES UNDERGROUND LOCATION CTR	2560.65
1403	OSBORN CONSULTING INC.	700005.41
1410	SEATTLE & KING COUNTY PUBLIC HEALTH	1262
1425	FASTSIGNS	2094.82
1431	BRIEN, GAYLYNN	500
1452	CITY OF KENT	500
1456	HESTON VISUAL ARTS	1467.54
1459	FLEMINGS HOLIDAY LIGHTING LLC	6287.54
1464	ROAD CONSTRUCTION NW, INC.	948754.97
1465	WA TRUST FOR HISTORIC PRESERVATION	75
1478	HERBIG, NIGEL	514.58
1480	VERTICAL VISUAL SOLUTIONS INC.	892.75
1492	MACDONALD MILLER FACILITY SOLUTIONS	1134.03
1504	SCORE	221866.64
1524	GRANICUS LLC	10752.23
1525	PACIFICA LAW GROUP LLP	13429
1547	LOYUK, SAMANTHA	246.37
1555	LINCOLN NATIONAL LIFE INSURANCE	15820.48
1591	ULINE	900.82

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1605	ALL CITY FENCE CO.	11943.98
1629	WESTERN DISPLAY FIREWORKS, LTD.	25000
1661	GARDNER, TELA	1480.54
1666	LANDSCAPE FORMS, INC.	5405.91
1673	KPFF CONSULTING ENGINEERS	703270.02
1689	MOTT MACDONALD GROUP, INC.	221632.97
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
1743	ALL CLIMATE HEATING AND AIR	164.64
1754	RFI ENTERPRISES INC.	2631.4
1762	BAKER, BRIDGIT	1197.38
1763	REID, JAMES FALCONER	3440
1774	OWEN EQUIPMENT COMPANY	1371.61
1782	SWANK MOTION PICTURES, INC.	500
1786	TYLER TECHNOLOGIES, INC.	20607.88
1787	M M COMFORT SYSTEMS	228.48
1791	PROFFITT, QUINN	326.09
1795	CABOT DOW ASSOCIATES	4900
1798	OLBRECHTS & ASSOCIATES, PLLC	1089
1816	NAVIA	26418.09
1820	PIPER SANDLER	23920
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	6859.31
1829	SHI INTERNATIONAL CORP.	410.86
1838	AVIDIA HEALTH	2200
1879	HOLMBERG COMPANY	1183.58
1884	CADMAN MATERIALS, INC.	4716.73
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.	12664.6
1932	U.S. BANK N.A. / CUSTODY	306
1936	SUPERION, LLC	43384.11
1939	ARCHIVESOCIAL, INC.	2988
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	238
1954	BENT, DEBORAH	50
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
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	4500
1995	REY TRANSLATIONS	250
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50
2001	PETERSEN BROTHERS, INC.	310.99
2004	RED BARN ENGINEERING, INC.	95911.5
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	50605.6
2016	STREETSAVER	1500
2024	DFR LAW GROUP, LLC	600
2027	MERIT HOMES, INC.	34120.4
2047	PUGET SOUND PLANTS	4146.5
2048	SMS CLEANING, INC.	64950
2049	SUNBELT RENTALS	512.15
2052	J. A. BRENNAN ASSOCIATES, PLLC	14506.51

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Vendor	Name	Volume
2054	BLUE FLAME HEATING, AIR & ELECTRIC	228.48
2071	GRETTE ASSOCIATES LLC	2158
2079	ZESBAUGH, INC.	1844.18
2081	SHANNON & WILSON, INC.	13440
2095	TRANSCO GROUP USA INC.	2368.9
2097	ROBINSON AND NOBLE, INC.	5700
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180
2119	PIONEER TOWING COMPANY	16396
2126	SCHWARZWALTER, MARK	552.85
2142	MISSION SQUARE / 109964	458720.47
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.	915.72
2161	BENNETT GOLD, TOBIN	3509.6
2175	ELECTRONIC BUSINESS MACHINES	1748.79
2176	CANON FINANCIAL SERVICES, INC.	2660.8
2183	SISKUN POWER EQUIPMENT	3451.52
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
2215	INTERSECTION MEDIA, LLC	1000
2221	O'REILLY/FIRST CALL	261.46
2227	EARTHCORPS	1838.67
2236	COMCAST	17909.11
2242	MARY'S PLACE	25000
2249	KING COUNTY BAR ASSOCIATION	1000
2250	NAMI EASTSIDE	3000
2252	TRUGREEN	4894.41
2254	U.S. BANK PURCHASE CARDS	178697.05
2255	ANNA ARNOTT	84.92
2256	FLYNN BEC LP	3143
2259	MINUTEMAN PRESS	33108.82
2270	LAKESIDE INDUSTRIES	1007.42
2272	BIELLENBERG, TERRI	812.7
2284	ENVIROTECH	10129.93
2285	QUALITY WATER FINANCIAL	2008.49
2298	WAPRO	200
2304	ESTABROOK, MEGAN	2800
2327	PACIFIC AIR CONTROL, INC.	11947.51
2337	HUANG, ANGELINA	3848.9
2353	NORTHSHORE SCHOOLS FOUNDATION	366258.57
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.	3004421.31
2392	DEPARTMENT OF COMMERCE	41907.76
2396	ZIPLY FIBER	8100.71
2402	PACIFIC OFFICE AUTOMATION	552.24
2403	AMERICALL	1509.76
2406	FISCHER, AUSTIN	13.39
2413	ICLEI	1200
2414	GENCAP CONSTRUCTION CORP	55156.02
2425	THOMCO CONSTRUCTION, INC.	3965497.07

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For Date Range 11/01/2022 - 11/11/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2432	RICH MARKETING LLC	500
2434	PSR MECHANICAL, LLC	50463.78
2437	LOUDEDGE, INC.	2737.5
2459	NELSON ELECTRIC, INC.	1509.47
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.	3429
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
2526	CONVERGINT TECHNOLOGIES	803.73
2528	HIATT PARK LLC	7500
2530	CASCADIA CONSULTING GROUP, INC.	33420.62
2531	BCN TELECOM, INC.	3896.67
2537	HUNTINGTON TECHNOLOGY FINANCE	44525.18
2540	CHILD CARE RESOURCES	1500
2543	FOSTER GARVEY PC	93912.5
2544	ACTION SERVICES CORPORATION	1512
2545	KLB CONSTRUCTION, INC.	4440904.58
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	5340.67
2573	GCP WW HOLDCO, LLC	2970.03
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	64411.66
2584	AQUALIS	14519.44
2589	ABRACADABRA PRINTING	1746.36
2598	WAGNER ARCHITECTS	86758
2599	CEDAR GROVE COMPOSTING, INC.	277.46
2603	COMMERCIAL FENCE CORPORTATION	14588.25
2609	DTG RECYCLE	2989
2611	NOVELTY HILL DEVELOPMENT LLC	1671.57
2612	KENMORE WATERFRONT ACTIVITIES CENTER	2219.11
2614	SEATOWN ELECTRIC, PLUMBING, HEATING & AIR	996.24
2617	STRIDER CONSTRUCTION CO., INC.	4853346.49
2618	STEPHANIE LUCASH	1558.41
2621	TRACY BANASZYNSKI	47
2622	IMPERIAL NW CONSTRUCTION LLC	462.42
2623	TOLO EVENTS LLC	161095
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	564.32
2630	OLD REPUBLIC TITLE	50000
2631	SAM OTIS	240
2632	JULIANA POOLEY	560
2633	MARCO BALLESTEROS	320
2634	JUANITA AGUILAR	560
2635	DAVID G. MOORE	12422

VII. C. Approve

Total Check #s 50814 through 50892 totaling \$566,861.09 ...

Vendor Purchasing Report

Page 40 of 175
For Date Range 11/01/2022 - 11/11/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2636	CHRISTINA MARTIN	1100
2637	AISHA JALLOW	320
2638	AMERICAN RED CROSS	3470
2639	GREAT WESTERN RECREATION, LLC	4254.43
2640	OPTICOS DESIGN, INC.	41224
2641	VENTILATION POWER CLEANING, INC.	80120
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.	2075.01
2649	UNIVERSITY OF WASHINGTON	1850
2650	JOHN SUTHERLAND	225.57
2651	TITAN EARTHWORK, LLC	272190.72
2652	DOMANIK MOSES	1500
2653	CERTAPRO PAINTERS	35513.39
2655	RELIABLE TRANSLATIONS, INC.	430.16
2656	WASHINGTON STATE FARMERS MARKET ASSOCIATIOI	150
2657	PRECISION MOLDED PLASTICS, INC.	680.32
2659	RYAN GOTTFREDSON	3500
2660	WASHINGTON FEDERAL BANK	222630.42
2661	JASON RICHARD SPERLING	2840
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
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	997.51
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
2698	BRIELLE DAVIS	100
2699	INSTITUTE OF TRANSPORTATION ENGINEERS	327

VII. C. Approve

Total Check #s 50814 through 50892 totaling \$566,861.09 ...

Vendor Purchasing ReportPage 4 of 5
For Date Range 11/01/2022 - 11/11/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2700	ORION ENVIRONMENTAL COMPLIANCE & CONSULTIN	3750
2701	NORTHWEST SIGN AND DESIGN	38616.54
2702	SUAREZ, NICOLE	47.19
2703	TRUE NORTH LAND SURVEYING, INC.	5113
2704	MAINSTREET PROPERTY GROUP LLC	225.75
2705	TANIA BARDYN	105
2706	CXT INCORPORATED	147359.99
2707	ONTRA MARKETING GROUP	225
2708	SAFEBUILT LLC	4653
2709	MOCON	9068.94
2710	DINH LIEU	150
2711	CHARLES WATKINS	150
2712	BERNICE CARBAUGH	60541.2
2713	DEPT. OF L&I - BOILER SECTION	77.6
2714	STEP 'N WASH, INC.	1154.9
2716	PRASAD KORHALE	150
2717	US LAND CONSTRUCTION LLC C/O CENTURION DEV. S'	7500
2718	Landscape Forms	8183.04
2719	AMANDA STEPHEN	100
Vendor Set Vendor Set 01 Total:		33595122.95

VII. C. Approve
Total Check #s 50814 through 50892 totaling \$566,861.09 ...



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic:

September 2022 Financial Report

For Council Meeting Agenda of: November 28, 2022

Department: Finance & Administration**Prepared by:** Leticia Salcido, Director of Finance & Administration**Proposed Council Action/Motion:**

Receive & file:

September 2022 Financial Report
for the City of Kenmore Washington

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

LS 11/7/22

N/A

LS 11/7/22


 RGS
Exhibits/Attachments:September 2022 Financial Report
for the City of Kenmore, Washington**INFORMATION/BACKGROUND:**

The September 2022 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2021-2022 adopted biennial budget. The budget was adopted on November 23, 2020.

FISCAL CONSIDERATION:

September 2022 is the 21st month of the 2021-2022, biennium budget period with 88% of the biennium elapsed.

General Fund:

The General Fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Activities within the General Fund include Public Safety, Public Works Engineering, Community Development, Development Services, Parks, Facility Maintenance, and administrative services such as City Manager, Legal, Finance, City Clerk and City Council.

Revenues:

As of September 30, 2022, biennium to date, revenues exceeded expenditures by \$1.2 million. Revenues totaled \$26.7 million while expenditures totaled \$25.5 million. Revenues in the amount of \$26.7 million represent 87% of the amended budget revenues in the amount of \$30.6 million. Major revenue sources in the General Fund include property taxes, sales taxes, utility taxes, franchise fees, building related fees and other.

Property tax which is the major revenue source for the City generated \$8.3 million through September 30, 2022. This represents 77% of the biennium budget amount. The budget for the biennium for this revenue source is \$10.9 million.

Sales Tax revenue generated \$6.4 million through September 30, 2022 (21 months). This represents 108% of the amended biennium budget amount of \$6 million.

Sales Tax revenues for the nine months of 2022 were \$2.9 million. This is 8% higher than the amount received in 2021 for the same period.

Monthly sales tax for September 2022 in comparison to September 2021 - Construction sales tax declined 4% (\$30,000) while retail increased 10%.

A review of the top 506 sales tax remitters accounting for 88% of total remittances in the month of September indicates that 22% of the total was generated from internet-based companies. In the retail category approximately 41% of the revenue was from internet sales.

Utility Taxes totaled \$1.8 million or 77% of the amount budgeted of \$2.4 million.

Development fees & permits revenue was \$2.4 million or 141% of the amount budgeted for the biennium (\$1.7 million).

Expenditures:

Expenditures totaled \$25.5 million for the first twenty-one months of the biennium. This is 89% of the budgeted amount of \$28.7 million.

Fund Balance:

The ending fund balance for the General fund, as of September 30, 2022, was \$3.9 million

Street Fund:

As of September 30, 2022, the year-to-date revenues totaled \$2.4 million or 63% of total budgeted revenues in the amount of \$3.8 million. Expenditures for the same time totaled \$2.6 million or 77% of total budget expenditures in the amount of \$3.3 million. The ending cash balance in this fund as of September 30, 2022, was \$1.4 million.

Surface Water Management Fund:

As of September 30, 2022, biennium to date revenues totaled \$4.7 million or 76% of the amended budgeted amount (\$6.2 million). Expenditures during the same time-period, totaled \$3.9 million or 50% of the amended biennial budgeted amount of \$7.7 million. Expenditures are lower during this time of the year as the transfer out (expense) to the Surface Water Management Capital Fund will be made at the end of the year.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Kenmore budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date.

Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.

Priority Based budgeting Result: Governance: Supports decision making with timely and accurate short-term and long-range analysis that enhances vision and planning.



MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Leticia Salcido, Finance Director
DATE: October 13, 2022
RE: September 2022 Financial Reports for the City of Kenmore, Washington

September 2022 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

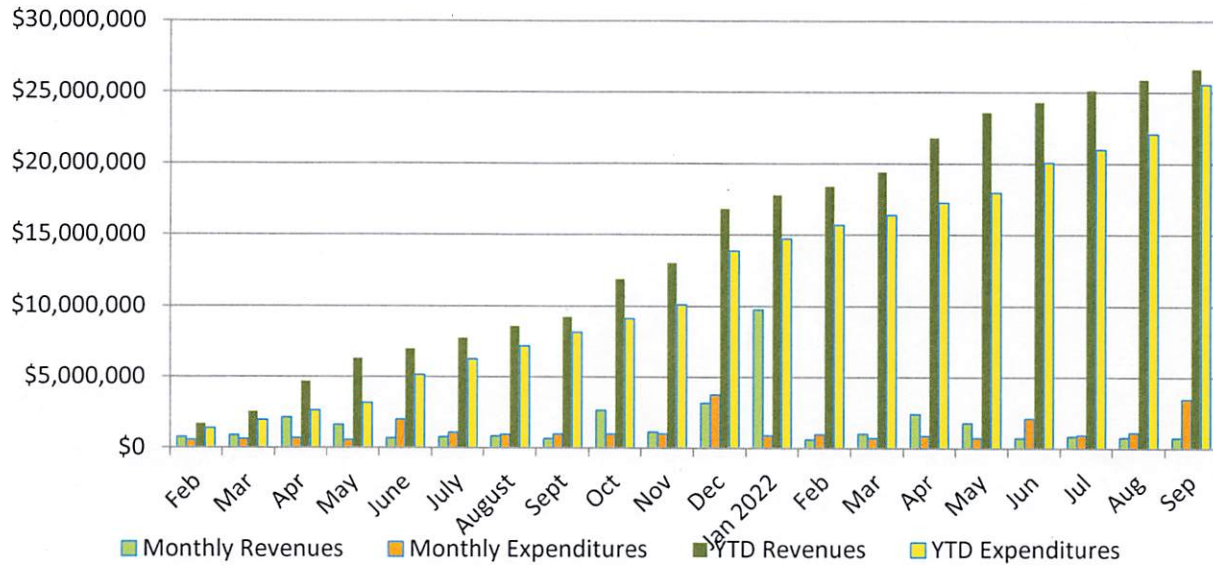
- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Cash and Investment Report
- Investment Schedule and Portfolio Analysis
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution

If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

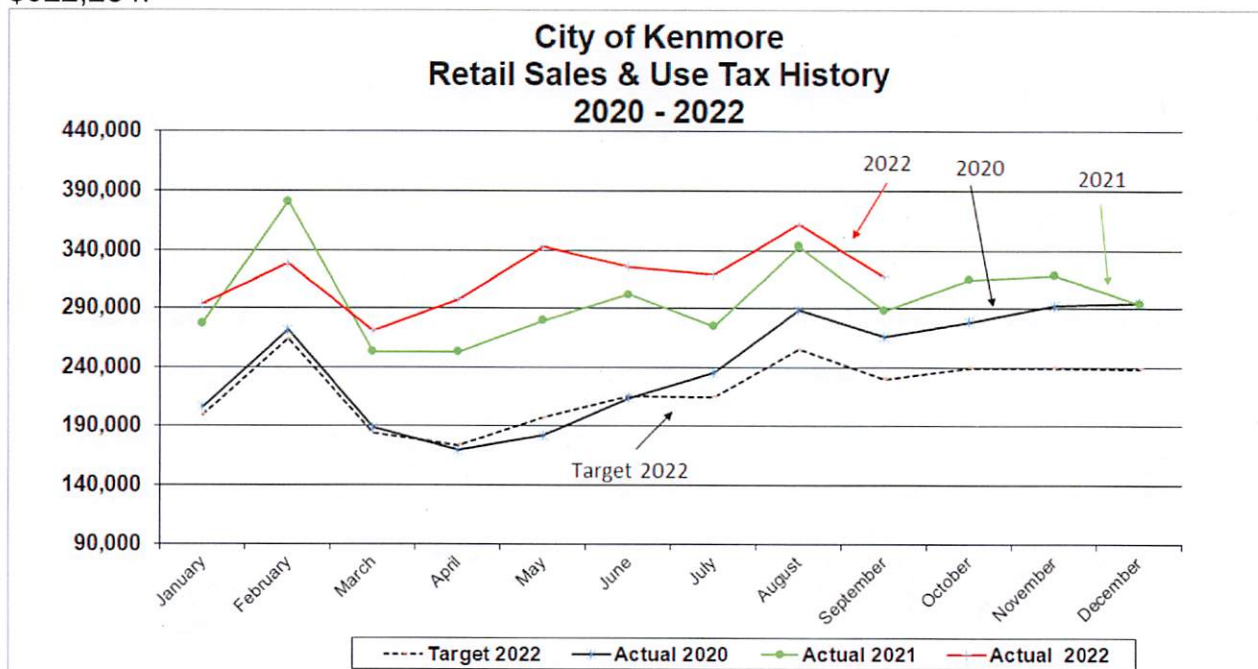
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, September is the twenty-first (87%) of the 2021-2022 biennial budget period. For the month of September, expenditures exceeded revenues in the General Fund by \$2,714,312. Biennium to date, revenues exceed expenditures by \$1,111,326.

The following chart illustrates the monthly revenue and expenditure activity in the General Fund through September 2022.

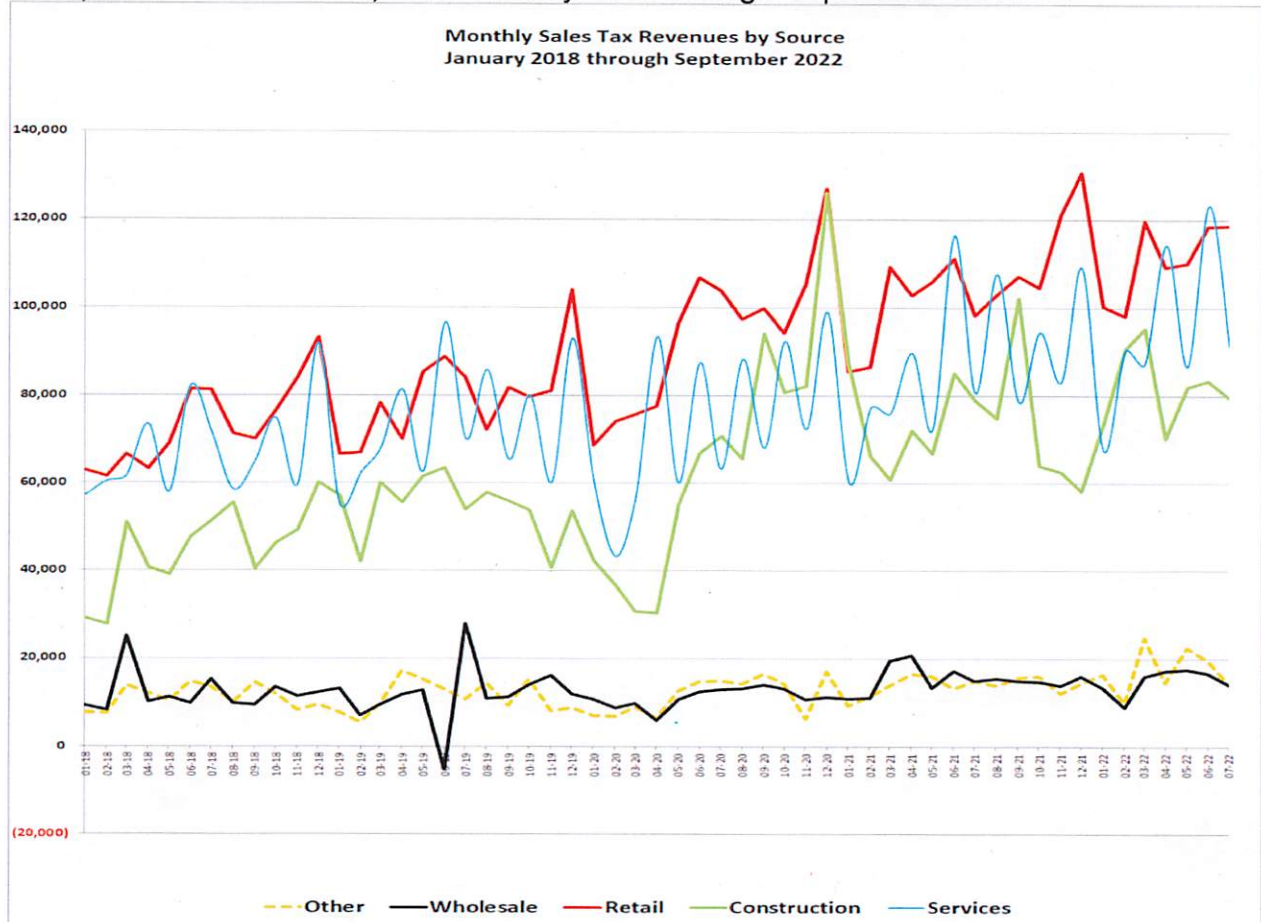


Total **revenues** for the month were **\$745,096**. Biennium to date revenues are \$26,650,604 which is 87% of the amended budgeted revenues of \$30,589,770. Primary sources of revenue for the month included property taxes in the amount of \$69,197, development fees & permits in the amount of \$130,787, retail sales and use taxes in the amount of \$317,663, intergovernment & grants in the amount of \$136,148, and utility taxes in the amount of \$73,794.

A summary of sales tax revenues received in **September** is attached. These receipts are based on **July** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2022 line is a monthly average of actual receipts during 2019, 2020, and 2021. The red line represents 2022 actual receipts, which are \$178,164 above 2021 and ahead of the 2022 target by \$922,284.



The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2018 through September 2022.

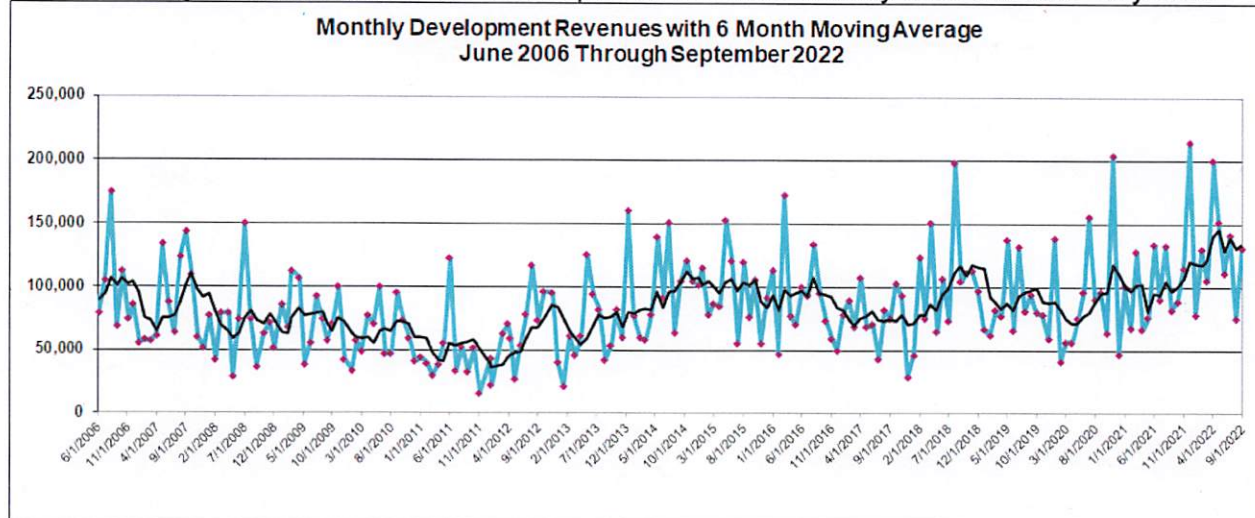


In September, the top 506 sales tax remitters, accounting for 88% or \$279,413 of total remittances, were reviewed for internet sales activity.

Of the \$279,413 of sales tax remitted by these companies in September, \$62,426 (22% of the total) was generated from internet-based companies. Below is a chart that illustrates the amount of internet based sales tax in the major segments that include it:

	Total Sales Tax Remitted in September	Internet Based Companies	% of Total Internet Sales Tax Collected
Retail Trade	\$96,427	\$39,411	41%
Information	8,566	3,203	37%
Services	72,884	18,150	25%
Wholesale	10,110	1,662	16%
Other	91,426	0	0%
	\$279,413	\$62,426	

The following chart illustrates the development revenue activity over the last 15 years.



September 2022 expenditures were **\$3,459,409**. Biennium to date expenditures are \$25,539,278, which is 89% of the amended biennial budget expenditures of \$28,659,582.

Total City cash (\$21,532,224) and long-term investments (\$6,563,118), at the end of September, totaled \$28,095,342. Proposition 1 levy funds and ARPA Recovery Funds are included in this cash balance.

Total non-General Fund revenues were \$1,487,471 and total non-General Fund expenditures were \$3,847,347.

In the **Street Fund** revenue from gas tax distributions were \$37,481. \$114,142 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund**, there were expenditures in the amount of \$577,048 on pedestrian safety projects & street maintenance. The fund received \$210,482 in grant reimbursements during the month.

The **Sammamish Bridge Replacement Fund** had \$366,374 in expenditures during the month. The fund received \$400,944 in bridge grant reimbursements during the month.

The **Park Impact Fee** fund received \$41,016 in revenues during the month.

There were \$88,563 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$161,928 of real estate excise taxes (REET) in September from sales activity that occurred in August. 32 transactions were reported during the month. The 2022 year to date revenue is higher than the 2021 revenue by \$3,544.

The **Park Capital** fund had \$577,048 in Park improvement expenditures during the month.

The **Walkways & Waterways Debt Service** Fund collected \$13,123 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of \$1,352,783.

The **Transportation Benefit District** Fund received \$41,461 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **September 30, 2022**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
September 30, 2022



	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH <u>September 2022</u>	BIENNIUM TO DATE <u>2021-2022</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2021-2022</u>	MONTH <u>September 2020</u>	BIENNIUM TO DATE <u>2019-2020</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2019-2020</u>
REVENUES								
Beginning Fund Balance		2,748,005		2,748,005		4,934,368		4,934,368
Property Taxes	69,197	8,349,842	76.8%	10,865,654	86,181	7,966,745	77.9%	10,224,205
Sales and Use Taxes	317,663	6,435,197	108.1%	5,954,280	324,356	6,011,842	96.8%	6,212,000
Utility Taxes	73,794	1,842,193	76.8%	2,399,290	61,697	1,820,025	73.8%	2,466,355
Other Taxes	2,818	191,365	105.0%	182,200	2,292	204,839	112.6%	181,868
Development Fees & Permits	130,787	2,420,861	140.7%	1,720,003	96,283	1,822,217	98.3%	1,854,042
Franchise Fees	0	1,517,719	86.9%	1,746,569	0	1,525,829	83.3%	1,831,835
Intergovernmental and Grants	136,148	2,519,436	102.7%	2,452,594	55,873	1,036,893	48.4%	2,142,292
Investment Interest	3,792	47,748	72.3%	66,000	585	165,444	173.6%	95,300
Fees and Forfeitures	0	2,341	0.0%	0	0	4,173	0.0%	0
Transfers and Other Revenues	10,897	3,323,901	63.9%	5,203,180	2,647	1,265,171	58.7%	2,155,352
Total Revenues	745,096	26,650,604	87.1%	30,589,770	629,915	21,823,177	80.3%	27,163,249

City of Kenmore, Washington
General Fund Summary Report
September 30, 2022



	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH	BIENNIUM	% of	AMENDED	MONTH	BIENNIUM	% of	AMENDED
	<u>September 2022</u>	<u>TO DATE</u>	<u>BUDGET</u>	<u>BIENNIUM</u>	<u>September 2020</u>	<u>TO DATE</u>	<u>BUDGET</u>	<u>BIENNIUM</u>
		<u>2021-2022</u>		<u>BUDGET</u>		<u>2019-2020</u>		<u>BUDGET</u>
				<u>2021-2022</u>				<u>2019-2020</u>
EXPENDITURES								
Post Center								
City Council	27,741	307,304	92.4%	332,711	6,197	297,557	88.5%	336,208
City Manager	243,942	2,834,007	90.8%	3,121,846	133,698	2,918,166	92.0%	3,170,520
City Clerk	29,433	860,388	91.8%	937,052	4,832	611,098	66.5%	919,466
Finance	68,210	1,897,951	85.8%	2,212,820	73,582	1,745,146	90.6%	1,925,756
Human Resources	17,669	265,305	0.0%	319,432		0	0.0%	0
Legal	49,096	869,175	153.8%	565,000	22,941	546,923	83.5%	654,782
Interfund Transfers/Non Department	2,155,685	4,459,090	143.4%	3,110,617	0	2,606,529	80.8%	3,226,484
Public Safety	423,000	6,368,241	69.6%	9,152,371	322,138	6,926,337	77.2%	8,967,044
Engineering & Environmental Services	100,940	1,368,410	81.0%	1,689,574	48,216	1,119,723	72.0%	1,555,790
Community Development	70,351	1,485,220	87.6%	1,695,828	54,789	1,343,682	85.0%	1,580,826
Developmental Services	117,697	2,402,221	84.4%	2,845,428	90,093	2,142,007	114.3%	1,874,061
Parks & Facility Maintenance	155,646	2,421,968	90.5%	2,676,904	129,708	2,662,885	82.0%	3,247,606
Total Expenditures	3,459,409	25,539,278	89.1%	28,659,582	886,192	22,920,052	80.3%	28,543,158
Revenues over Expenditures	(2,714,312)	1,111,326		1,930,188	(256,277)	(1,096,875)		(1,379,909)
Ending Fund Balance		3,859,331		4,678,193	-256,277	3,837,493	0	3,554,460

City of Kenmore, Washington
General Fund Revenue Graphs
September 30, 2022

Page 51 of 355

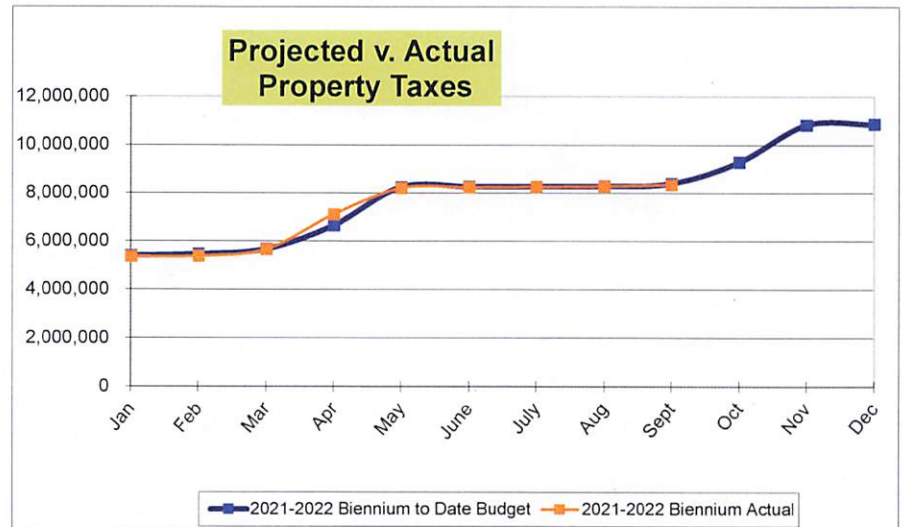
PROPERTY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	5,383,410	5,347,981
Jan	5,401,023	5,365,476
Feb	5,468,860	5,381,481
Mar	5,670,301	5,661,041
Apr	6,652,450	7,109,637
May	8,244,136	8,200,961
June	8,259,460	8,236,543
July	8,274,655	8,260,399
Aug	8,290,802	8,280,645
Sept	8,401,090	8,349,842
Oct	9,291,005	
Nov	10,834,497	
Dec	10,865,654	
2021-22	10,865,654	

Year To Date

Actual v. Projected

99%



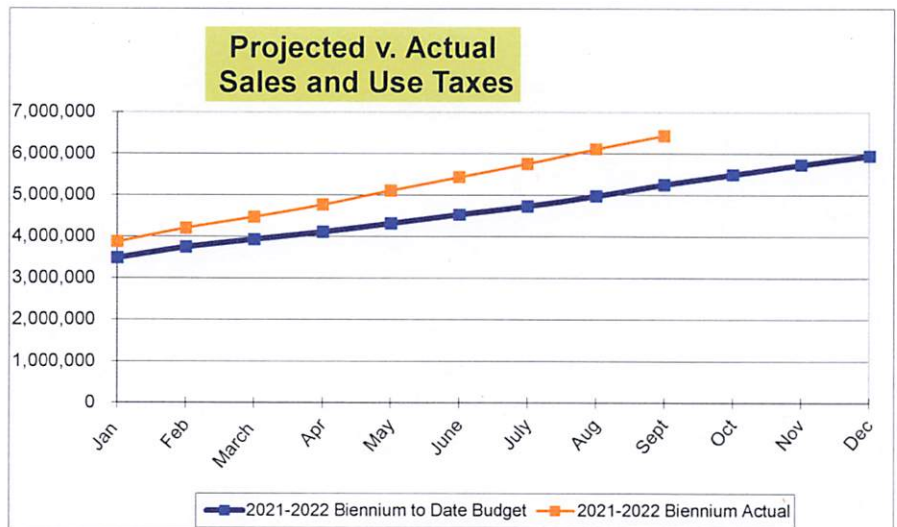
SALES & USE TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	3,300,000	3,577,108
Jan	3,481,493	3,870,242
Feb	3,742,900	4,198,660
March	3,928,951	4,469,848
Apr	4,108,559	4,767,637
May	4,315,086	5,110,898
June	4,530,232	5,436,740
July	4,730,589	5,755,733
Aug	4,978,663	6,117,536
Sept	5,258,728	6,435,200
Oct	5,497,740	
Nov	5,739,531	
Dec	5,954,280	
2021-22	5,954,280	

Year To Date

Actual v. Projected

122%



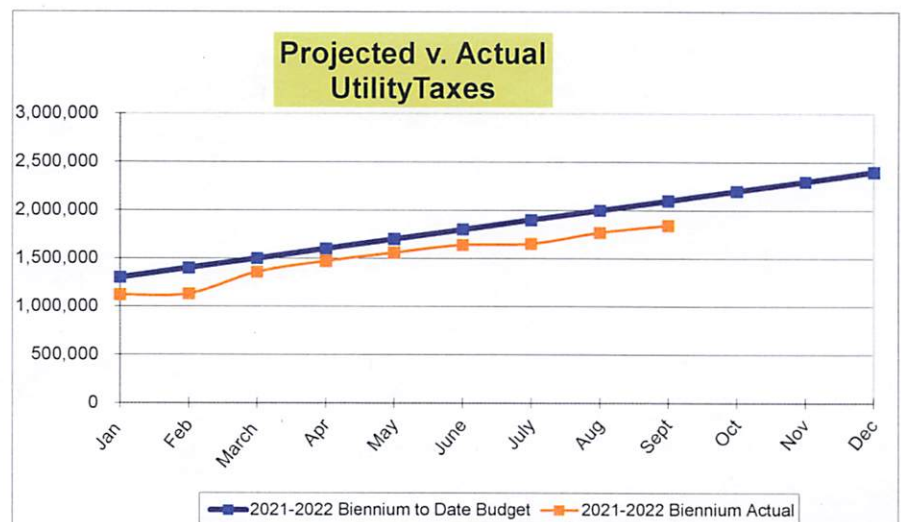
UTILITY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,199,640	933,662
Jan	1,299,611	1,117,517
Feb	1,399,582	1,131,117
March	1,499,553	1,356,930
Apr	1,599,523	1,470,394
May	1,699,494	1,559,515
June	1,799,465	1,639,261
July	1,899,436	1,652,680
Aug	1,999,407	1,768,400
Sept	2,099,378	1,842,194
Oct	2,199,348	
Nov	2,299,319	
Dec	2,399,290	
2021-22	2,399,290	

Year To Date

Actual v. Projected

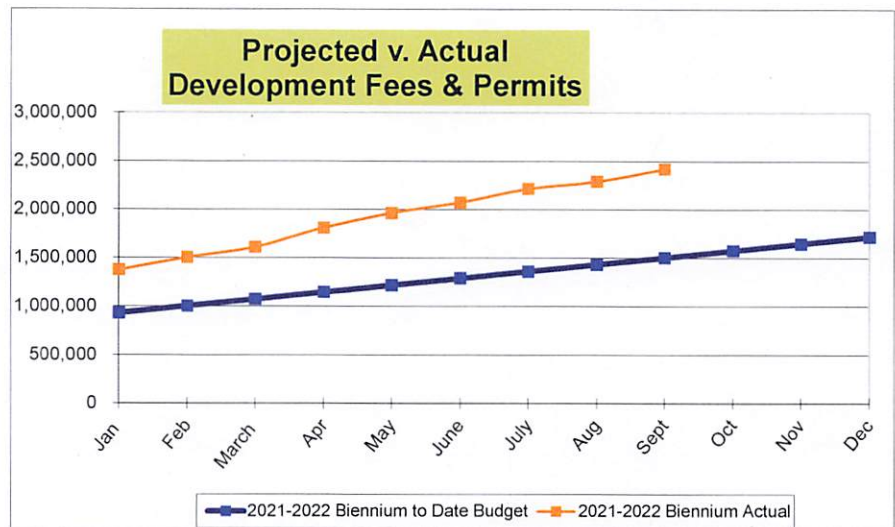
88%



V:\Admin and Finance\Monthly Reports\2022\September 2022 General Fund Rev Graphs

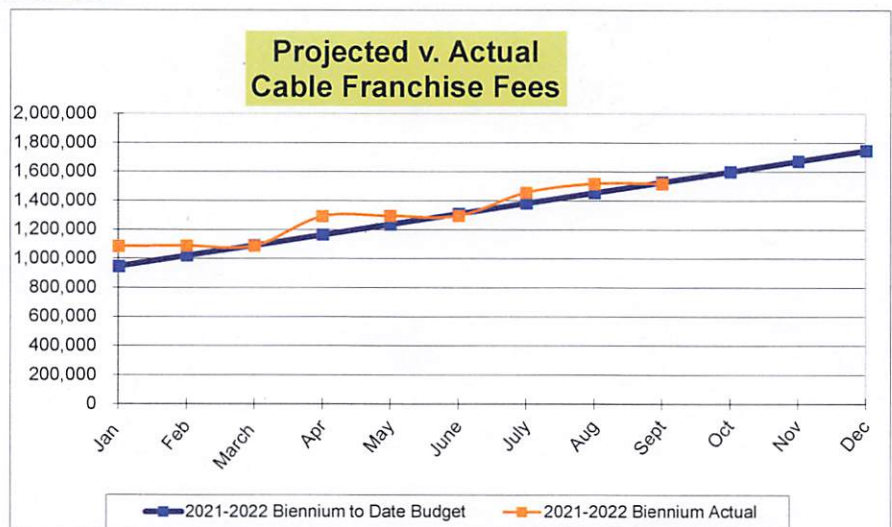
DEVELOPMENT FEES & PERMITS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	860,004	1,297,301
Jan	931,671	1,375,004
Feb	1,003,337	1,504,765
March	1,075,004	1,609,951
Apr	1,146,670	1,809,930
May	1,218,337	1,962,323
June	1,290,004	2,073,729
July	1,361,670	2,215,243
Aug	1,433,337	2,290,074
Sept	1,505,003	2,420,861
Oct	1,576,670	
Nov	1,648,336	
Dec	1,720,003	
'2021-22	1,720,003	
Year To Date		
Actual v. Projected		161%



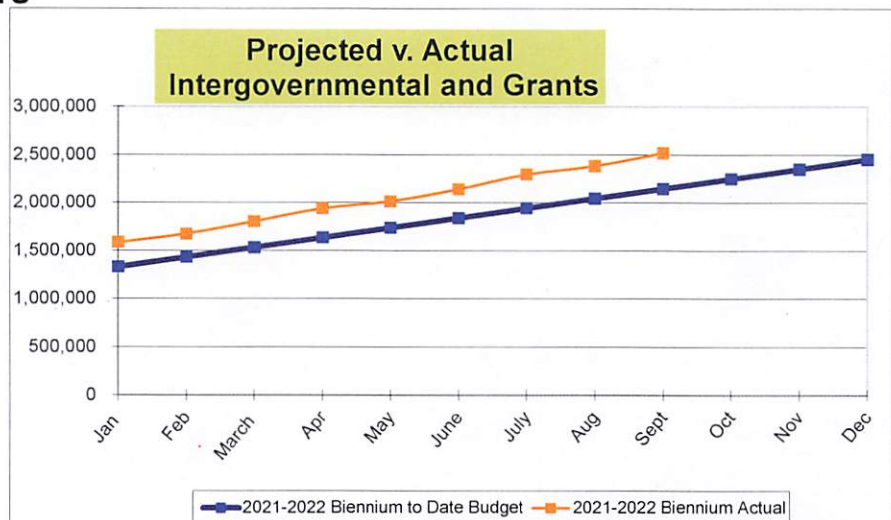
CABLE/WATER/SEWER FRANCHISE FEES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	873,288	848,118
Jan	946,061	1,085,513
Feb	1,018,835	1,088,169
March	1,091,608	1,088,169
Apr	1,164,382	1,292,413
May	1,237,155	1,295,037
June	1,309,929	1,295,037
July	1,382,702	1,456,622
Aug	1,455,475	1,517,719
Sept	1,528,249	1,517,719
Oct	1,601,022	
Nov	1,673,796	
Dec	1,746,569	
'2021-22	1,746,569	
Year To Date		
Actual v. Projected		99%



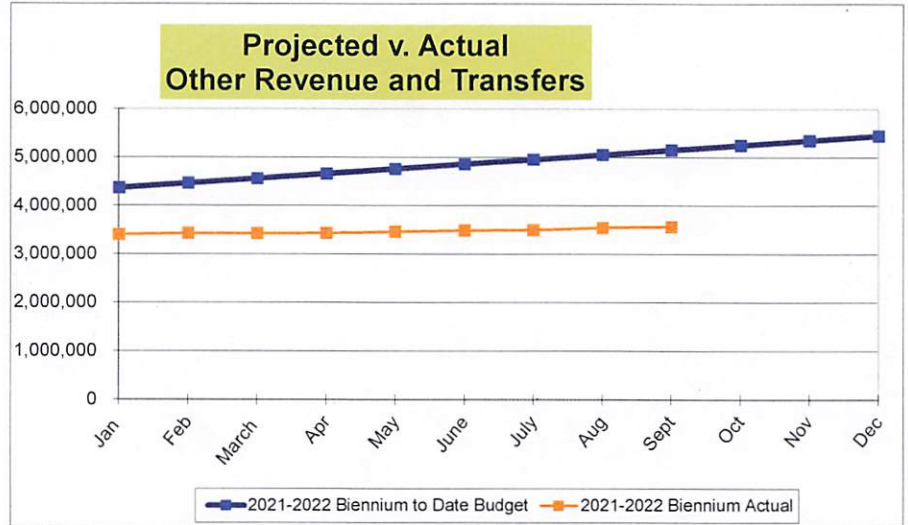
INTERGOVERNMENTAL & GRANTS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,226,292	1,433,882
Jan	1,328,484	1,584,645
Feb	1,430,676	1,672,962
March	1,532,868	1,803,507
Apr	1,635,059	1,940,022
May	1,737,251	2,012,887
June	1,839,443	2,141,112
July	1,941,635	2,295,990
Aug	2,043,827	2,383,288
Sept	2,146,019	2,519,437
Oct	2,248,210	
Nov	2,350,402	
Dec	2,452,594	
'2021-22	2,452,594	
Year To Date		
Actual v. Projected		117%



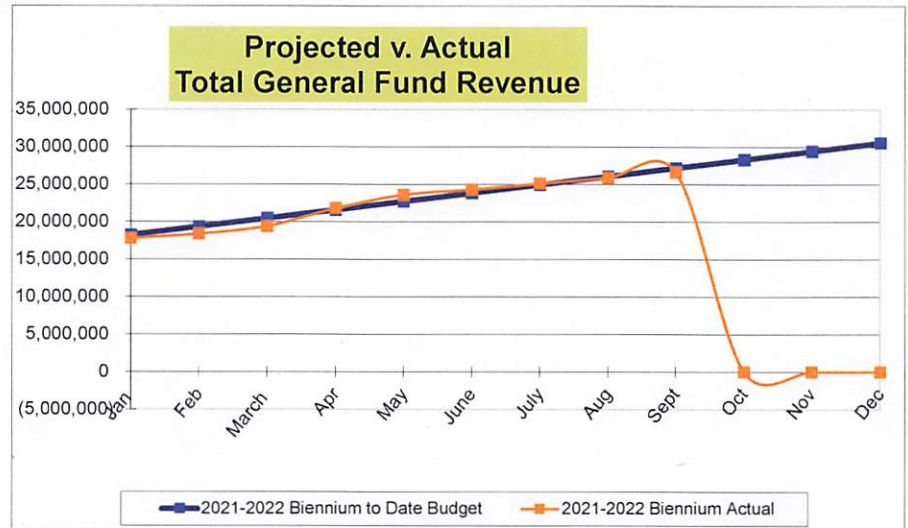
OTHER REVENUES AND TRANSFERS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	4,269,442	3,385,984
Jan	4,367,937	3,400,357
Feb	4,466,432	3,427,124
March	4,564,927	3,429,241
Apr	4,663,421	3,431,875
May	4,761,916	3,460,320
June	4,860,411	3,488,661
July	4,958,906	3,499,238
Aug	5,057,401	3,547,845
Sept	5,155,896	3,565,352
Oct	5,254,390	
Nov	5,352,885	
Dec	5,451,380	
'2021-22	5,451,380	
Year To Date		
Actual v. Projected		69%



TOTAL GENERAL FUND REVENUE

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	17,112,076	16,824,033
Jan	18,235,217	17,798,754
Feb	19,358,358	18,404,278
March	20,481,500	19,418,687
Apr	21,604,641	21,821,909
May	22,727,782	23,601,942
June	23,850,923	24,311,083
July	24,974,064	25,135,905
Aug	26,097,205	25,905,508
Sept	27,220,347	26,650,604
Oct	28,343,488	0
Nov	29,466,629	0
Dec	30,589,770	0
'2021-22	30,589,770	
Year To Date		
Actual v. Projected		98%

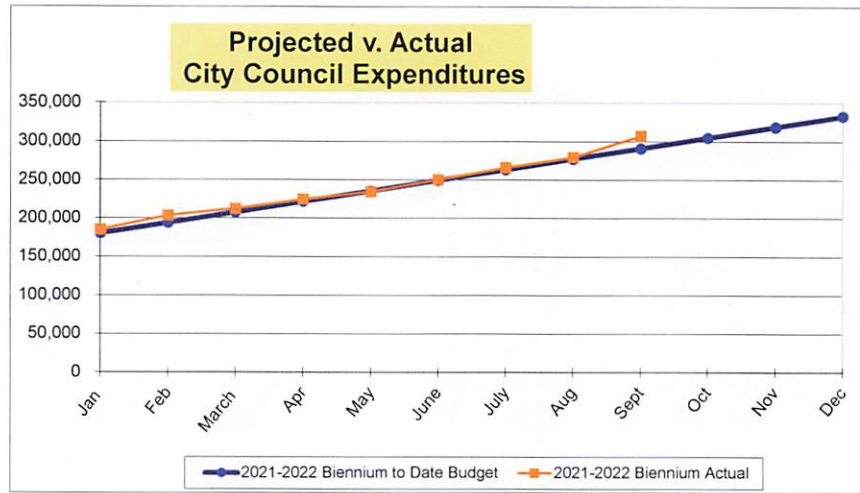


City of Kenmore, Washington
General Fund Expenditure Graphs*
September 30, 2022

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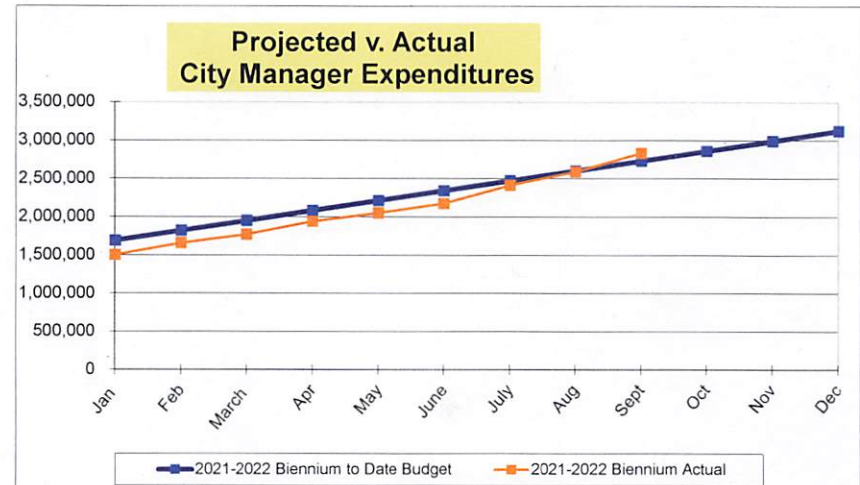
CITY COUNCIL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	166,356	141,202
Jan	180,219	185,182
Feb	194,082	203,467
March	207,945	212,391
Apr	221,808	224,965
May	235,671	234,504
June	249,534	250,518
July	263,396	266,142
Aug	277,259	279,563
Sept	291,122	307,304
Oct	304,985	
Nov	318,848	
Dec	332,711	
2021-22	332,711	
Year To Date		
Actual v. Projected		106%



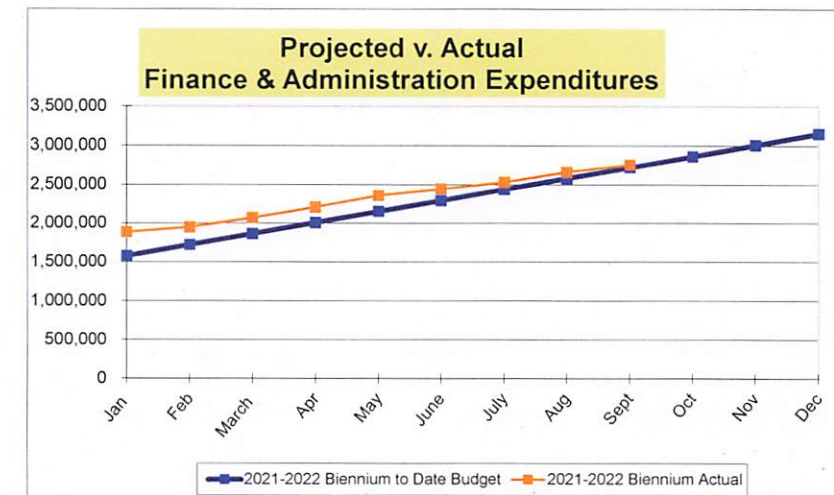
CITY MANAGER

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,560,924	1,405,465
Jan	1,691,001	1,501,723
Feb	1,821,078	1,658,675
March	1,951,155	1,771,082
Apr	2,081,231	1,941,316
May	2,211,308	2,052,733
June	2,341,385	2,173,994
July	2,471,462	2,413,970
Aug	2,601,539	2,590,065
Sept	2,731,616	2,834,006
Oct	2,861,692	
Nov	2,991,769	
Dec	3,121,846	
2021-22	3,121,846	
Year To Date		
Actual v. Projected		104%



FINANCE & ADMINISTRATION

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,436,124	1,466,725
Jan	1,578,936	1,885,672
Feb	1,721,749	1,949,745
March	1,864,561	2,069,996
Apr	2,007,373	2,205,757
May	2,150,185	2,355,440
June	2,292,998	2,443,231
July	2,435,810	2,531,864
Aug	2,578,622	2,660,696
Sept	2,721,434	2,758,338
Oct	2,864,247	
Nov	3,007,059	
Dec	3,149,871	
2021-22	3,149,871	
Year To Date		
Actual v. Projected		101%

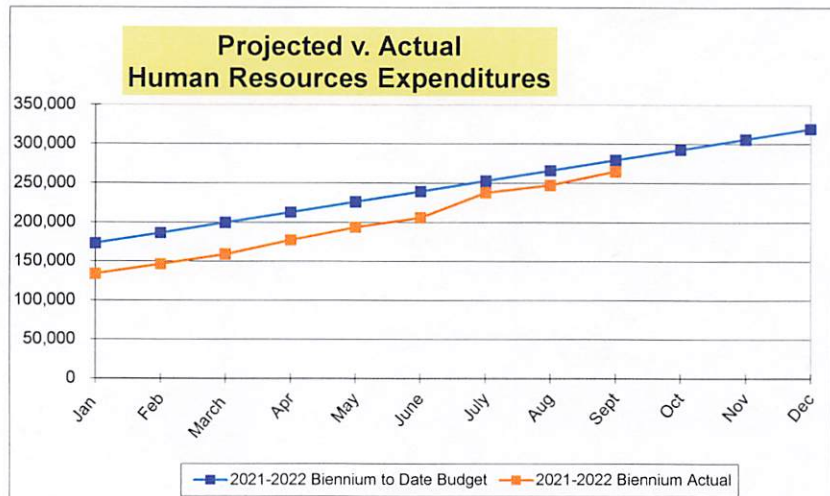


City of Kenmore, Washington
General Fund Expenditure Graphs*
September 30, 2022

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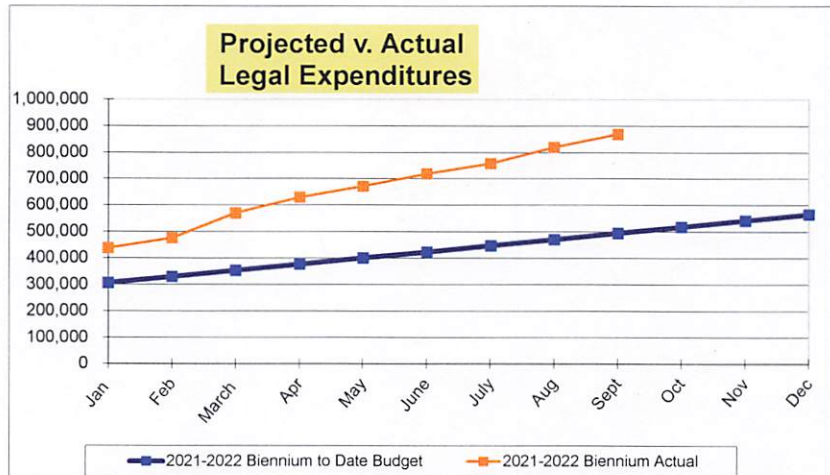
HUMAN RESOURCES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	159,720	121,298
Jan	173,029	133,802
Feb	186,339	146,326
March	199,648	159,020
Apr	212,957	177,441
May	226,267	193,603
June	239,576	206,236
July	252,885	238,150
Aug	266,195	247,635
Sept	279,504	265,304
Oct	292,813	
Nov	306,123	
Dec	319,432	
2021-22	319,432	
Year To Date		
Actual v. Projected		95%



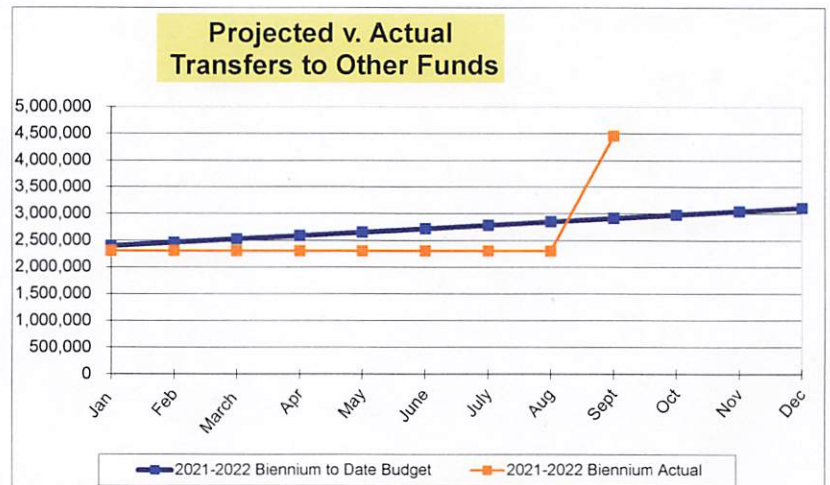
LEGAL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	282,504	437,313
Jan	306,045	437,313
Feb	329,587	475,661
March	353,128	569,513
Apr	376,669	629,027
May	400,211	672,191
June	423,752	718,925
July	447,293	758,039
Aug	470,835	820,079
Sept	494,376	869,175
Oct	517,917	
Nov	541,459	
Dec	565,000	
2021-22	565,000	
Year To Date		
Actual v. Projected		176%



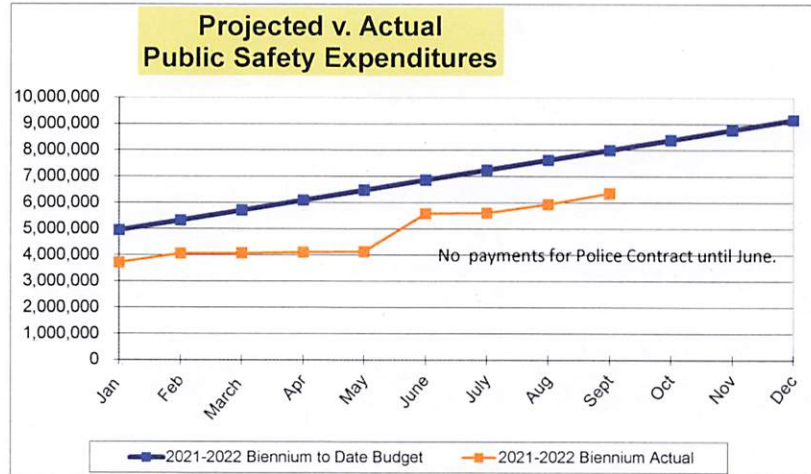
TRANSFERS TO OTHER FUNDS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	2,330,312	2,303,405
Jan	2,395,337	2,303,405
Feb	2,460,363	2,303,405
March	2,525,388	2,303,405
Apr	2,590,414	2,303,405
May	2,655,439	2,303,405
June	2,720,465	2,303,405
July	2,785,490	2,303,405
Aug	2,850,515	2,303,405
Sept	2,915,541	4,459,090
Oct	2,980,566	
Nov	3,045,592	
Dec	3,110,617	
2021-22	3,110,617	
Year To Date		
Actual v. Projected		153%



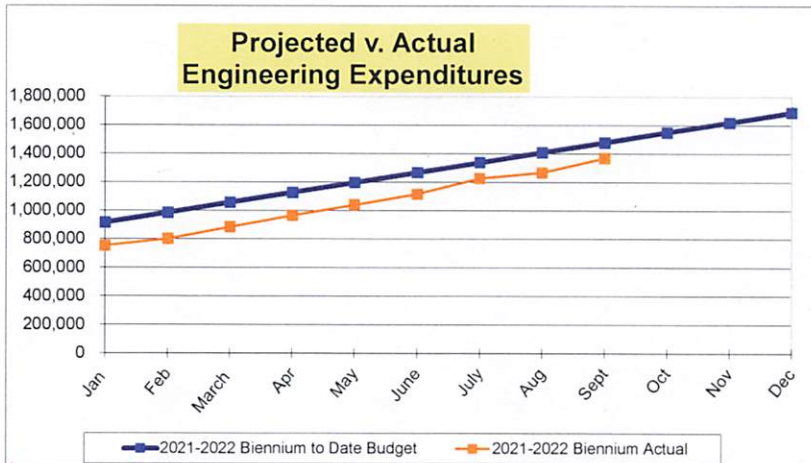
PUBLIC SAFETY

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	4,576,188	3,716,797
Jan	4,957,537	3,716,847
Feb	5,338,885	4,062,529
March	5,720,234	4,081,910
Apr	6,101,582	4,116,629
May	6,482,931	4,141,525
June	6,864,280	5,586,432
July	7,245,628	5,609,870
Aug	7,626,977	5,945,240
Sept	8,008,325	6,368,240
Oct	8,389,674	
Nov	8,771,022	
Dec	9,152,371	
2021-22	9,152,371	
Year To Date		
Actual v. Projected		80%



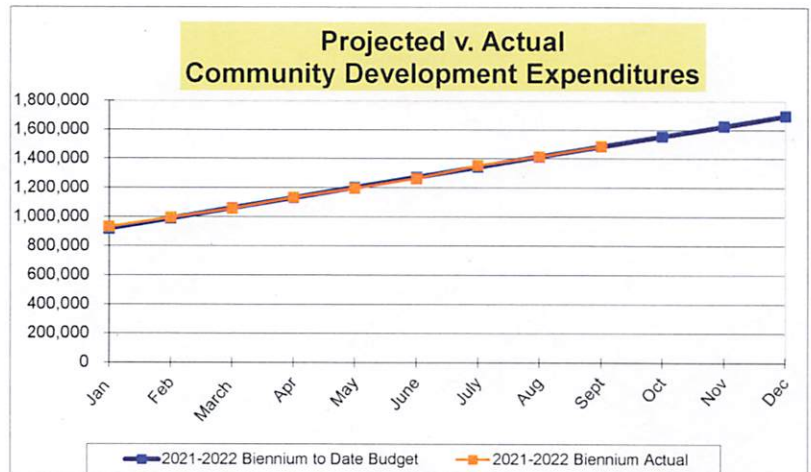
ENGINEERING

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	844,788	701,750
Jan	915,187	754,024
Feb	985,586	802,031
March	1,055,985	884,917
Apr	1,126,383	966,480
May	1,196,782	1,041,010
June	1,267,181	1,116,924
July	1,337,580	1,225,519
Aug	1,407,979	1,267,470
Sept	1,478,378	1,368,410
Oct	1,548,776	
Nov	1,619,175	
Dec	1,689,574	
2021-22	1,689,574	
Year To Date		
Actual v. Projected		93%



COMMUNITY DEVELOPMENT

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	847,908	869,569
Jan	918,568	931,860
Feb	989,228	994,326
March	1,059,888	1,056,562
Apr	1,130,548	1,131,778
May	1,201,208	1,196,383
June	1,271,868	1,262,679
July	1,342,528	1,353,562
Aug	1,413,188	1,414,869
Sept	1,483,848	1,485,220
Oct	1,554,508	
Nov	1,625,168	
Dec	1,695,828	
2021-22	1,695,828	
Year To Date		
Actual v. Projected		100%

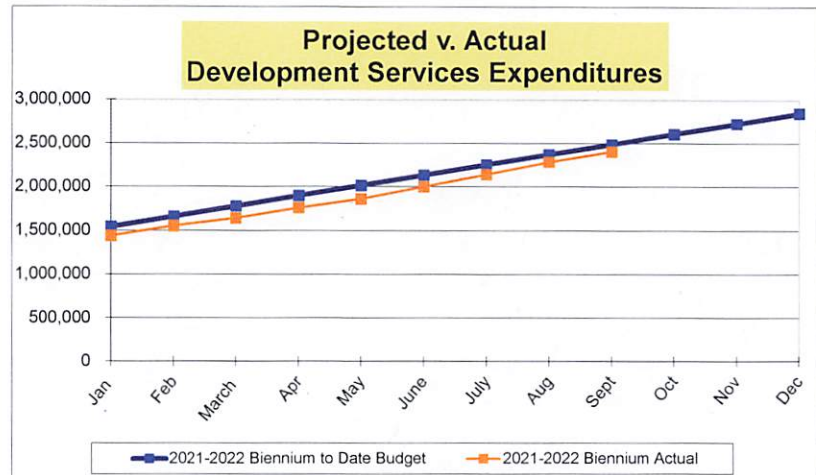


City of Kenmore, Washington
General Fund Expenditure Graphs*
September 30, 2022

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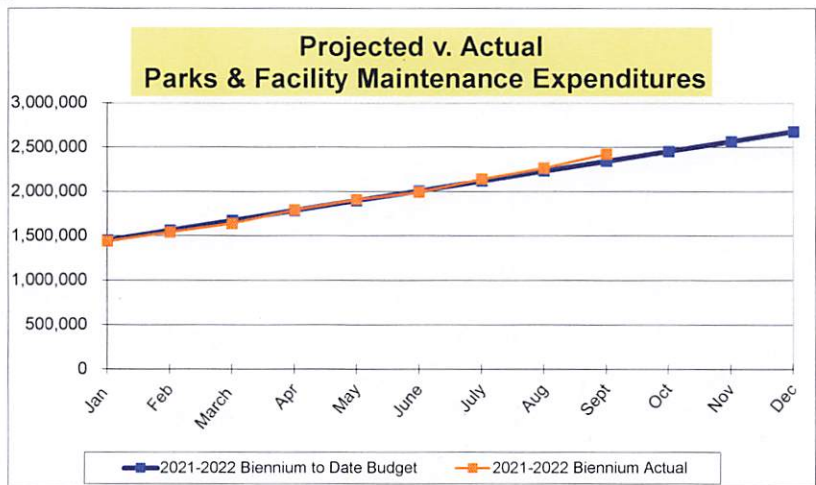
DEVELOPMENT SERVICES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,422,708	1,297,449
Jan	1,541,268	1,437,972
Feb	1,659,828	1,551,087
March	1,778,388	1,639,536
Apr	1,896,948	1,760,198
May	2,015,508	1,859,989
June	2,134,068	2,000,509
July	2,252,628	2,140,996
Aug	2,371,188	2,284,524
Sept	2,489,748	2,402,221
Oct	2,608,308	
Nov	2,726,868	
Dec	2,845,428	
2021-22	2,845,428	
Year To Date		
Actual v. Projected		96%



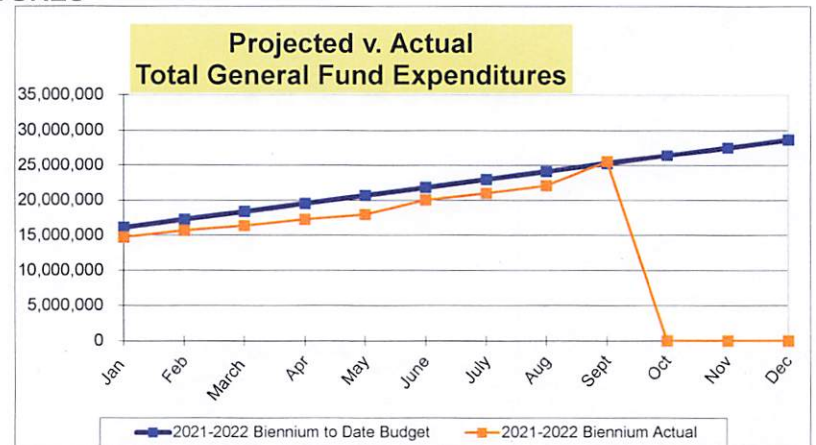
PARKS & FACILITY MAINTENANCE

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,338,456	1,392,427
Jan	1,449,993	1,439,239
Feb	1,561,531	1,540,936
March	1,673,068	1,638,478
Apr	1,784,605	1,792,556
May	1,896,143	1,908,215
June	2,007,680	1,993,504
July	2,119,217	2,141,403
Aug	2,230,755	2,266,322
Sept	2,342,292	2,421,968
Oct	2,453,829	
Nov	2,565,367	
Dec	2,676,904	
2021-22	2,676,904	
Year To Date		
Actual v. Projected		103%



TOTAL GENERAL FUND EXPENDITURES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	14,965,988	13,853,401
Jan	16,107,121	14,727,038
Feb	17,248,254	15,688,188
March	18,389,387	16,386,810
Apr	19,530,519	17,249,552
May	20,671,652	17,958,998
June	21,812,785	20,056,357
July	22,953,918	20,982,921
Aug	24,095,051	22,079,869
Sept	25,236,184	25,539,278
Oct	26,377,316	0
Nov	27,518,449	0
Dec	28,659,582	0
2021-22	28,659,582	
Year To Date		
Actual v. Projected		101%



City of Kenmore, Washington
Street Fund Summary Report
September 30, 2022

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	2021 - 2022			
	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>September 2022</u>	<u>2021-2022</u>	<u>BUDGET</u>	<u>2021-2022</u>
REVENUES				
Beginning Fund Balance		1,605,323		1,311,996
Fuel Tax	37,481	749,570	79.9%	938,058
Investment Interest	993	14,741	475.5%	3,100
Miscellaneous	0	26,138	366.5%	7,131
ROW Permit Fees/Inspections	48,179	277,523	94.6%	293,460
Multimodal Transportation	7,919	55,306	87.6%	63,160
MVA Transpo City	6,929	41,511	0.0%	0
Transfer from General Fund	0	753,405	48.3%	1,560,617
Transfer from REET	0	100,000	50.0%	200,000
Transfer from TBD	0	350,000	50.0%	700,000
Total Revenues	101,500	2,368,194	62.9%	3,765,526

	2021 - 2022			
	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>September 2022</u>	<u>2021-2022</u>	<u>BUDGET</u>	<u>2021-2022</u>
EXPENDITURES				
Salary and Benefits	59,360	1,180,736	87.1%	1,355,214
Maintenance & Operations	114,142	1,319,059	70.4%	1,872,953
Capital	25,374	58,701	58.7%	100,000
Total Expenditures	198,875	2,558,495	76.9%	3,328,167
Revenues over Expenditures	(97,375)	(190,301)		437,359
Ending Fund Balance		1,415,022		1,749,355

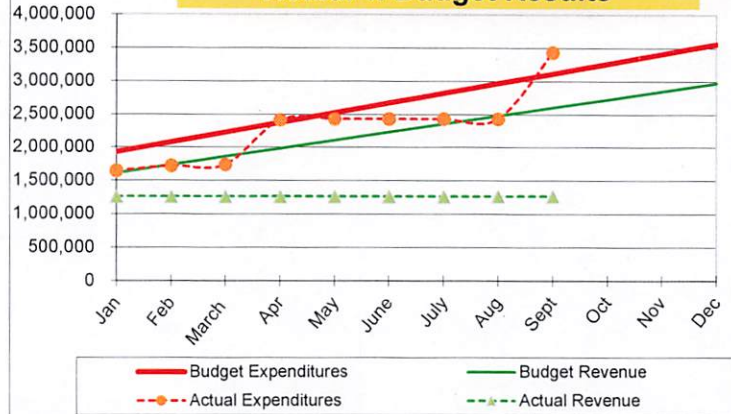
September 30, 2022

STRATEGIC OPPORTUNITIES FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	1,781,748	1,645,707	1,488,360	1,262,308
Jan	1,930,228	1,645,707	1,612,390	1,262,699
Feb	2,078,707	1,722,451	1,736,420	1,262,808
March	2,227,187	1,739,571	1,860,450	1,262,981
Apr	2,375,666	2,413,909	1,984,480	1,263,190
May	2,524,146	2,432,087	2,108,510	1,263,674
June	2,672,626	2,432,567	2,232,540	1,264,704
July	2,821,105	2,432,567	2,356,570	1,265,580
Aug	2,969,585	2,432,567	2,480,600	1,267,414
Sept	3,118,064	3,437,699	2,604,630	1,268,639
Oct	3,266,544		2,728,660	
Nov	3,415,023		2,852,690	
Dec	3,563,503		2,976,718	
2021-22	3,563,503		2,976,718	

Total Actual to Date vs Total Budget 96% 43%

STRATEGIC OPPORTUNITIES FUND Actual v. Budget Results



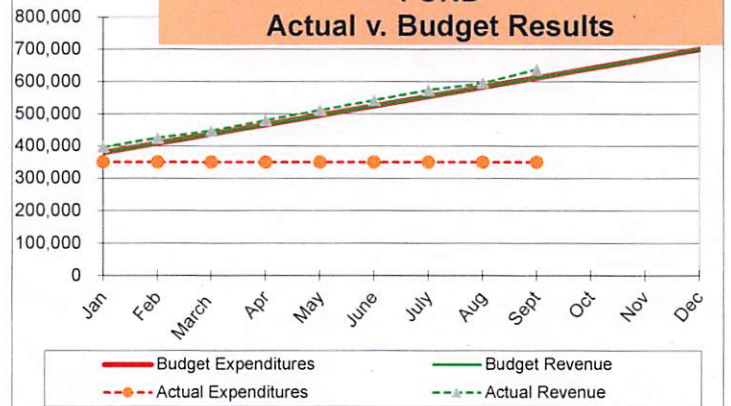
The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves.

TRANSPORTATION BENEFIT DISTRICT FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	350,004	350,000	350,004	369,121
Jan	379,171	350,000	379,171	396,139
Feb	408,338	350,000	408,338	424,939
March	437,505	350,000	437,505	448,008
Apr	466,672	350,000	466,672	480,535
May	495,839	350,000	495,839	511,698
June	525,006	350,000	525,006	542,681
July	554,173	350,000	554,173	573,632
Aug	583,340	350,000	583,340	596,695
Sept	612,507	350,000	612,507	638,428
Oct	641,674		641,674	
Nov	670,841		670,841	
Dec	700,000		699,998	
2021-22	700,000		700,000	

Total Actual to Date vs Total Budget 50% 91%

TRANSPORTATION BENEFIT DISTRICT FUND Actual v. Budget Results

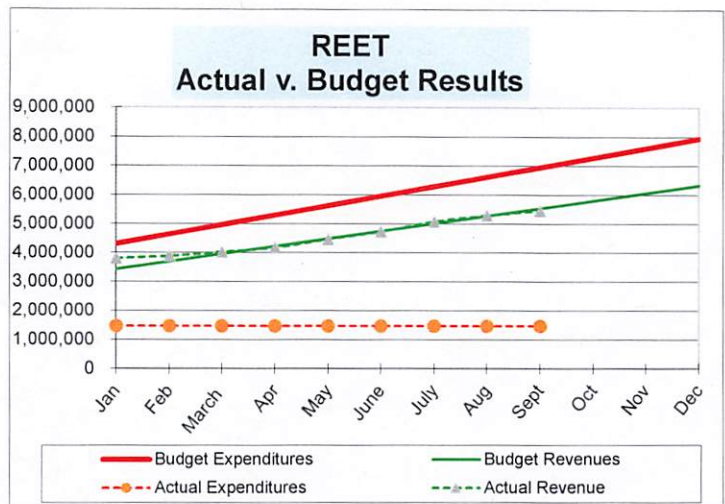


The Transportation Benefit District fund accounts for the \$20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

September 30, 2022

REAL ESTATE EXCISE TAX FUND

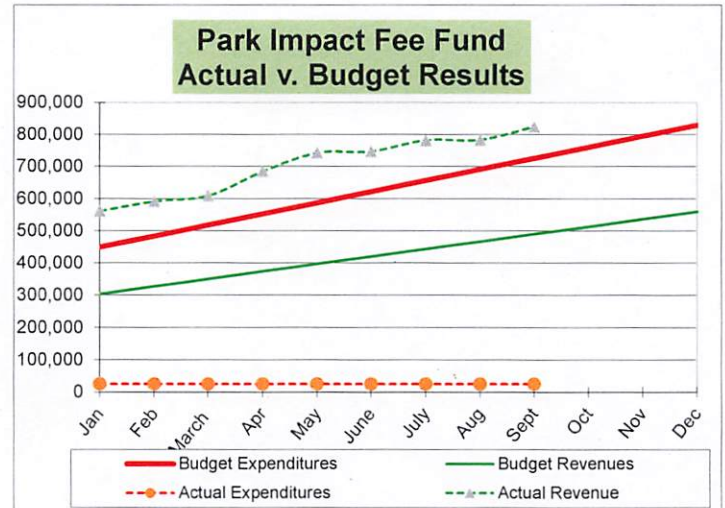
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	3,970,056	1,467,680	3,163,080	3,671,216
Jan	4,300,894	1,467,680	3,426,670	3,800,239
Feb	4,631,732	1,467,680	3,690,271	3,879,280
March	4,962,570	1,467,680	3,953,861	4,017,276
Apr	5,293,408	1,467,680	4,217,451	4,171,010
May	5,624,246	1,467,680	4,481,041	4,463,826
June	5,955,084	1,467,680	4,744,631	4,730,489
July	6,285,922	1,467,680	5,008,221	5,080,777
Aug	6,616,760	1,467,680	5,271,811	5,288,535
Sept	6,947,598	1,467,680	5,535,401	5,454,748
Oct	7,278,436		5,798,991	
Nov	7,609,274		6,062,581	
Dec	7,940,122		6,326,171	
2021-22	7,940,122		6,326,171	
Total Actual to Date vs Total Budget		18%		86%



The Real Estate Excise Tax Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include transfers to the Park Capital Fund for park improvements and Transportation Capital Fund for transportation improvements. include transfers to the Park Capital Fund for park improvements and and Transportation Capital Fund for transportation improvements.

PARK IMPACT FEE FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	414,708	25,358	280,212	561,886
Jan	449,267	25,358	303,563	562,009
Feb	483,826	25,358	326,914	591,591
March	518,385	25,358	350,265	609,548
Apr	552,944	25,358	373,616	685,076
May	587,503	25,358	396,967	742,415
June	622,062	25,358	420,318	746,929
July	656,621	25,358	443,669	782,028
Aug	691,180	25,358	467,020	783,185
Sept	725,739	25,358	490,371	825,008
Oct	760,298		513,722	
Nov	794,857		537,073	
Dec	829,412		560,422	
2021-22	829,412		560,422	
Total Actual to Date vs Total Budget		3%		147%

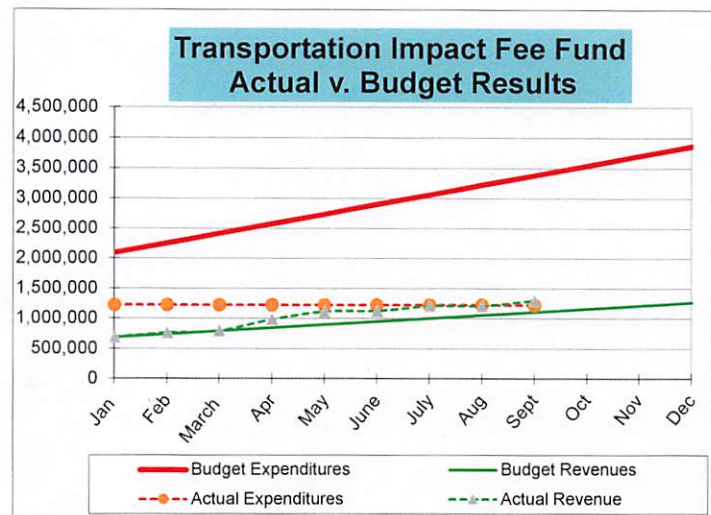


This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
September 30, 2022

TRANSPORTATION IMPACT FEE FUND

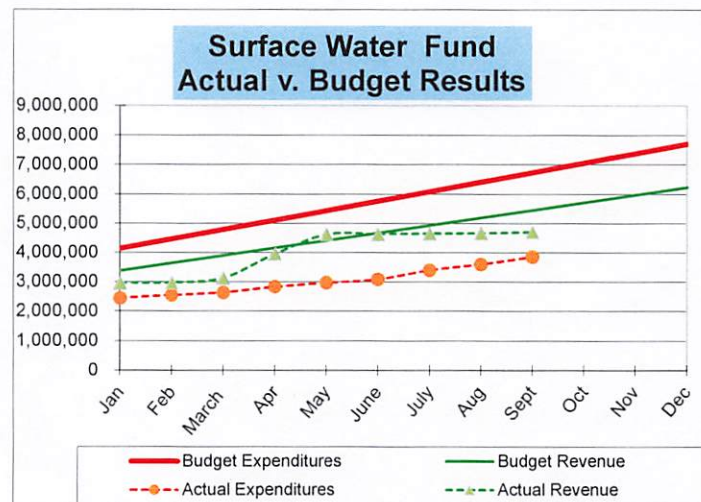
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	1,931,268	1,222,440	632,352	690,105
Jan	2,092,207	1,222,440	685,048	690,476
Feb	2,253,146	1,222,440	737,744	758,649
March	2,414,085	1,222,440	790,440	796,547
Apr	2,575,024	1,222,440	843,136	981,888
May	2,735,963	1,222,440	895,832	1,112,896
June	2,896,902	1,222,440	948,528	1,124,535
July	3,057,841	1,222,440	1,001,224	1,206,425
Aug	3,218,780	1,222,440	1,053,920	1,209,227
Sept	3,379,719	1,222,440	1,106,616	1,299,736
Oct	3,540,658		1,159,312	
Nov	3,701,597		1,212,008	
Dec	3,862,547		1,264,695	
2021-22	3,862,547		1,264,695	
Total Actual to Date vs Total Budget		32%		103%



This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements

SURFACE WATER MANAGEMENT FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	3,811,740	2,314,112	3,116,172	2,958,871
Jan	4,136,330	2,444,737	3,375,853	2,965,041
Feb	4,460,920	2,544,319	3,635,534	2,971,877
March	4,785,510	2,636,895	3,895,215	3,128,738
Apr	5,110,100	2,828,697	4,154,896	3,960,684
May	5,434,690	2,966,068	4,414,577	4,620,664
June	5,759,280	3,080,746	4,674,258	4,636,433
July	6,083,870	3,394,904	4,933,939	4,650,587
Aug	6,408,460	3,594,948	5,193,620	4,664,568
Sept	6,733,050	3,851,183	5,453,301	4,705,647
Oct	7,057,640		5,712,982	
Nov	7,382,230		5,972,663	
Dec	7,706,812		6,232,337	
2021-22	7,706,812		6,232,337	
Total Actual to Date vs Total Budget		50%		76%



This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements. collected in May and November.

City of Kenmore, Washington
Cash and Investment Report
September 30, 2022

Page 62 of 355



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$5,777,396	\$753,146	\$3,474,409	3,056,133
Street	1,513,732	101,500	198,875	1,416,357
Transportation Capital	-3,483,493	210,482	1,345,405	(4,618,416)
Public Art	118,956	86	0	119,042
Park Impact Fee	1,069,247	41,823	0	1,111,070
Transportation Impact Fee	2,589,387	90,509	0	2,679,897
Swamp Creek Basin	771,308	561	0	771,869
Transportation Benefit District	373,581	41,733	0	415,314
ARPA Fiscal Recovery Fund	5,120,176	0	18,888	5,101,288
Sammamish Bridge Replacement	1,333,455	400,944	366,374	1,368,025
Walkways & Waterways Debt Service	499,867	13,123	0	512,990
Real Estate Excise Tax	5,732,847	166,213	0	5,899,060
Park Capital	-5,153,767	1,449	577,048	(5,729,366)
Walkways & Waterways Bond	6,227,126	27,429	0	6,254,555
Surface Water Management	3,663,122	41,079	256,236	3,447,965
Surface Water Capital	268,236	71,940	25,000	315,176
Public Works Shop Fund	2,447,767	0	53,934	2,393,832
Strategic Reserve	1,356,426	986	0	1,357,412
Strategic Opportunities	1,695,070	1,226	1,005,132	691,164
Equipment Replacement	447,129	239,600	132	686,597
Trust & Agency	808,151	36,788	325	844,614
Totals	\$33,175,716	\$2,240,618	\$7,321,756	\$28,094,578

Fund	Cash, Savings,	(> One Year)	Total
	Local Govt Investment Pool	Fixed Investments	
General	\$1,627,721	\$1,428,118	3,055,839
Street	566,357	850,000	1,416,357
Transportation Capital	-4,618,416	0	(4,618,416)
Public Art	104,042	15,000	119,042
Park Impact Fee	181,070	930,000	1,111,070
Transportation Impact Fee	2,649,897	30,000	2,679,897
Swamp Creek Basin	-628,131	1,400,000	771,869
Transportation Benefit District	415,314	0	415,314
ARPA Fiscal Recovery Fund	5,101,309	0	5,101,309
Sammamish Bridge Replacement	1,368,025	0	1,368,025
Walkways & Waterways Debt Service	512,989	0	512,989
Real Estate Excise Tax	5,899,060	0	5,899,060
Park Capital	-5,729,366	0	(5,729,366)
Walkways & Waterways Bond	6,254,555	0	6,254,555
Surface Water Management	2,937,968	510,000	3,447,968
Surface Water Capital	315,176	0	315,176
Public Works Shop Fund	2,393,832	0	2,393,832
Strategic Reserve	507,413	850,000	1,357,413
Strategic Opportunities	691,164	0	691,164
Equipment Replacement	236,597	450,000	686,597
Trust & Agency	744,614	100,000	844,614
Totals	\$21,531,188	\$6,563,118	\$28,094,307

note: negative balances are due to pending transfers from other funds, not yet recorded.

City of Kenmore, Washington
Investment Schedule
September 30, 2022



Average Yield to Maturity-Securities							Overall	0.55%
							Average Yield	2.07%
							Principal or	Yield
Investment #	Type	Purchase Date	Maturity Date	Rate	Yield		Balance	Equivalents
Time Value Investments								
3135G05G4	FNMA	11/9/2020	7/10/2023	0.20%	0.20%		1,501,588.50	3,003.18
3133EMHL9	FFCB	11/24/2020	11/30/2023	0.30%	0.30%		1,501,500.00	4,504.50
3133EMMN9	FFCB	1/25/2021	1/11/2024	0.19%	0.19%		1,000,000.00	1,900.00
3130AQTT0	FHLB	3/2/2022	2/28/2025	1.67%	1.67%		1,494,768.00	24,962.63
9128286Z8	US TREAS	1/25/2021	6/30/2024	0.18%	0.18%		1,065,261.38	1,917.47
Total TVI Purchases							6,563,117.88	36,287.77

CD's								
								-
Total CD's							0.00	0.00

TOTAL ALL SECURITIES \$ 6,563,117.88 \$ 36,287.77

Banner Checking and Savings	0.02%	-142,275.03	(28.46)
Pacific Premier Savings	2.25%	3,174,257.96	71,297.01
LGIP - Primary Account	2.56%	5,443,709.71	139,429.74
LGIP - Bond Proceeds Account	2.56%	13,056,531.10	334,416.93
Total Accounts		\$ 28,095,341.62	581,402.99

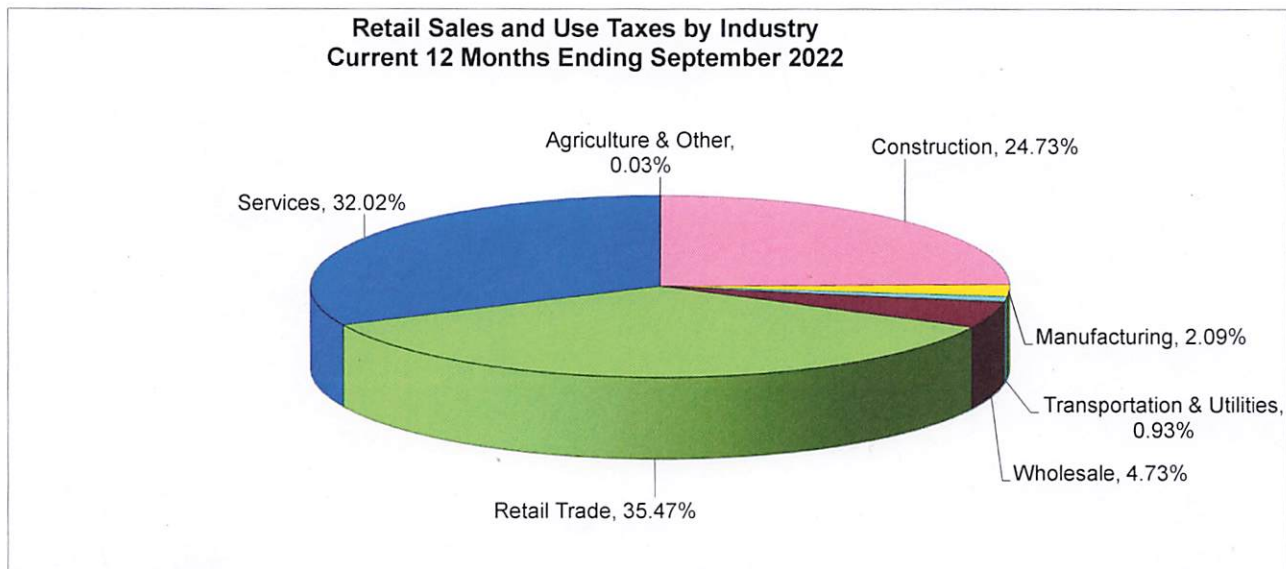
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 September 2022

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	59.22	0.00	59.22	0.0%
CONSTRUCTION	78,775.33	778.38	79,553.71	25.0%
MANUFACTURING	5,669.68	5.14	5,674.81	1.8%
TRANSPORTATION & UTILITIES	2,151.62	2,347.09	4,498.72	1.4%
WHOLESALE	14,079.72	14.61	14,094.33	4.4%
RETAIL TRADE	118,389.77	361.66	118,751.43	37.4%
SERVICES	80,607.96	443.18	81,051.14	25.5%
INFORMATION	9,997.86	158.39	10,156.25	3.2%
PUBLIC SERVICES	15.03	3,808.49	3,823.52	1.2%
	<u>309,746.19</u>	<u>7,916.94</u>	<u>317,663.13</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
September 30, 2022

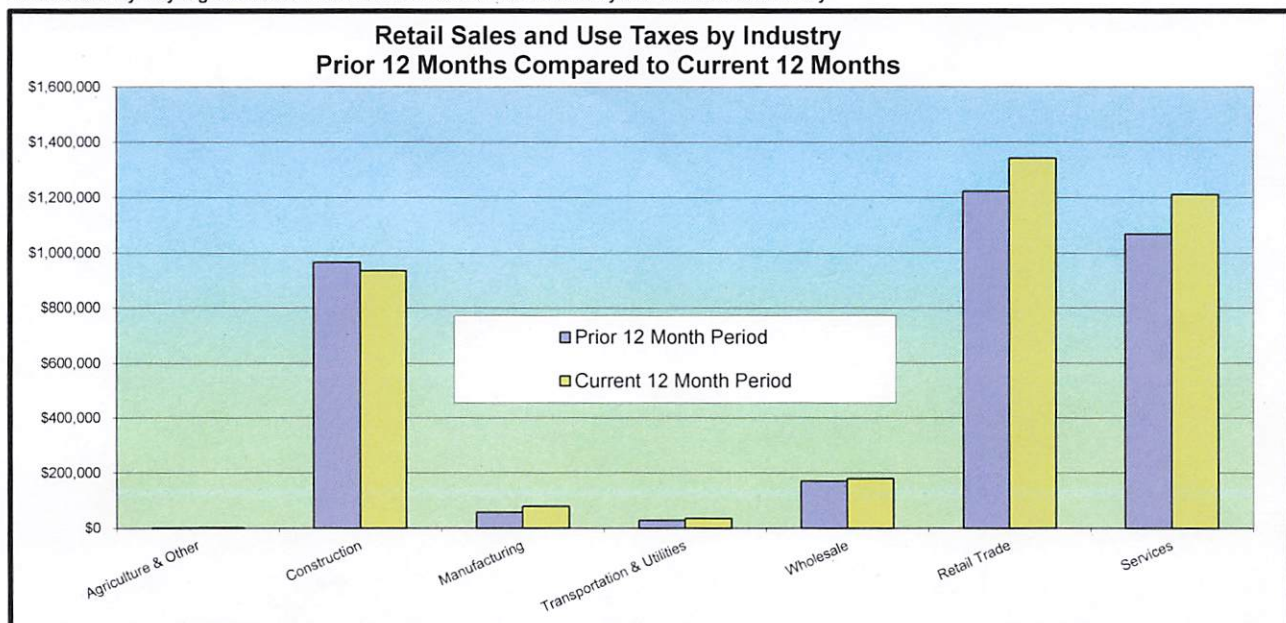


Industry	Prior 12 Months ending September 2021	Current 12 Months ending September 2022	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$796	\$984	23.53%	0.03%
Construction	965,874	936,173	-3.08%	24.73%
Manufacturing (Printing, Publishing, Other Manuf.)	57,662	79,107	37.19%	2.09%
Transp/Comm/Utilities (Telecomm., Air Transport.)	28,641	35,296	23.24%	0.93%
Wholesale (Lumber, Other Wholesale)	169,989	179,192	5.41%	4.73%
Retail Trade (Eating, Merchandise, Food Stores)	1,224,011	1,342,466	9.68%	35.47%
Services (Auction, Recreation, Auto Repair, Financial)	1,069,319	1,211,868	13.33%	32.02%
Totals	\$3,516,293	\$3,785,086	7.64%	100%
Increase/(Decrease)		\$268,794	7.64%	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City



Signature: 
RGK Nov 8, 2022 14:25 PST

Email: rkarlinsey@kenmorewa.gov

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Monthly Financial Report 9-22

Final Audit Report

2022-11-08

Created:	2022-11-08
By:	Leticia Salcido (lsalcido@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsv0h8bboVOZhxJGy_bhdY3Ti1viAXL97

"Monthly Financial Report 9-22" History

-  Document created by Leticia Salcido (lsalcido@kenmorewa.gov)
2022-11-08 - 5:44:14 PM GMT- IP address: 50.235.209.34
-  Document emailed to rkarlinsey@kenmorewa.gov for signature
2022-11-08 - 5:44:36 PM GMT
-  Email viewed by rkarlinsey@kenmorewa.gov
2022-11-08 - 10:24:06 PM GMT- IP address: 24.22.167.111
-  Signer rkarlinsey@kenmorewa.gov entered name at signing as RGK
2022-11-08 - 10:25:20 PM GMT- IP address: 24.22.167.111
-  Document e-signed by RGK (rkarlinsey@kenmorewa.gov)
Signature Date: 2022-11-08 - 10:25:22 PM GMT - Time Source: server- IP address: 24.22.167.111
-  Agreement completed.
2022-11-08 - 10:25:22 PM GMT



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City Council Business Agenda Item City of Kenmore, WA

Subject/Topic:

October 2022 Financial Report

For Council Meeting Agenda of: November 28, 2022

Department: Finance & Administration**Prepared by:** Leticia Salcido, Director of Finance & AdministrationInitial & Date

Approved by Department Head:

LS 11/21/22

Approved by City Attorney:

N/A

Approved by Finance Director:

LS 11/21/22

Approved by City Manager:

Proposed Council Action/Motion:

Receive & file:

October 2022 Financial Report
for the City of Kenmore Washington**Exhibits/Attachments:**October 2022 Financial Report
for the City of Kenmore, Washington**INFORMATION/BACKGROUND:**

The October 2022 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2021-2022 adopted biennial budget. The budget was adopted on November 23, 2020.

FISCAL CONSIDERATION:

October 2022 is the 22nd month of the 2021-2022, biennium budget period with 92% of the biennium elapsed.

General Fund:

The General Fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Activities within the General Fund include Public Safety, Public Works Engineering, Community Development, Development Services, Parks, Facility Maintenance, and administrative services such as City Manager, Legal, Finance, City Clerk and City Council.

Revenues:

As of October 31, 2022, biennium to date, revenues exceeded expenditures by \$2.5 million. Revenues totaled \$29.1 million while expenditures totaled \$26.6 million. Revenues in the amount of \$29.1 million represent 95% of the amended budget revenues in the amount of \$30.6 million. Major revenue sources in the General Fund include property taxes, sales taxes, utility taxes, franchise fees, building related fees and other.

Property tax which is the major revenue source for the City generated \$9.9 million through October 31, 2022. This represents 91% of the biennium budget amount. The budget for the biennium for this revenue source is \$10.9 million.

Sales Tax revenue generated \$6.8 million through October 31, 2022 (22 months). This represents 114% of the amended biennium budget amount of \$6 million.

Sales Tax revenues for the ten months of 2022 were \$3.2 million. This is 8% higher than the amount received in 2021 for the same period.

Monthly sales tax for October 2022 in comparison to October 2021 - Construction sales tax declined 4% (\$40,000) while retail increased 11%.

A review of the top 506 sales tax remitters accounting for 87% of total remittances in the month of October indicates that 19% of the total was generated from internet-based companies. In the retail category approximately 38% of the revenue was from internet sales.

Utility Taxes totaled \$1.9 million or 80% of the amount budgeted of \$2.4 million.

Development fees & permits revenue was \$2.5 million or 144% of the amount budgeted for the biennium (\$1.7 million).

Expenditures:

Expenditures totaled \$26.6 million in the twenty-two months of the biennium. This is 93% of the budgeted amount of \$28.7 million.

Fund Balance:

The ending fund balance for the General fund, as of October 31, 2022, was \$5.3 million

Street Fund:

As of October 31, 2022, the year-to-date revenues totaled \$2.4 million or 64% of total budgeted revenues in the amount of \$3.8 million. Expenditures for the same time totaled \$2.7 million or 81% of total budget expenditures in the amount of \$3.3 million. The ending cash balance in this fund as of October 31, 2022, was \$1.3 million.

Surface Water Management Fund:

As of October 31, 2022, biennium to date revenues totaled \$5.5 million or 88% of the amended budgeted amount (\$6.2 million). Expenditures during the same time-period, totaled \$3.9 million or 51% of the amended biennial budgeted amount of \$7.7 million. Expenditures are lower during this time of the year as the transfer out (expense) to the Surface Water Management Capital Fund will be made at the end of the year.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Kenmore budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date.

Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.

Priority Based budgeting Result: Governance: Supports decision making with timely and accurate short-term and long-range analysis that enhances vision and planning.



18120 68TH AVE. NE
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Leticia Salcido, Finance Director
DATE: November 20, 2022
RE: October 2022 Financial Reports for the City of Kenmore, Washington

October 2022 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

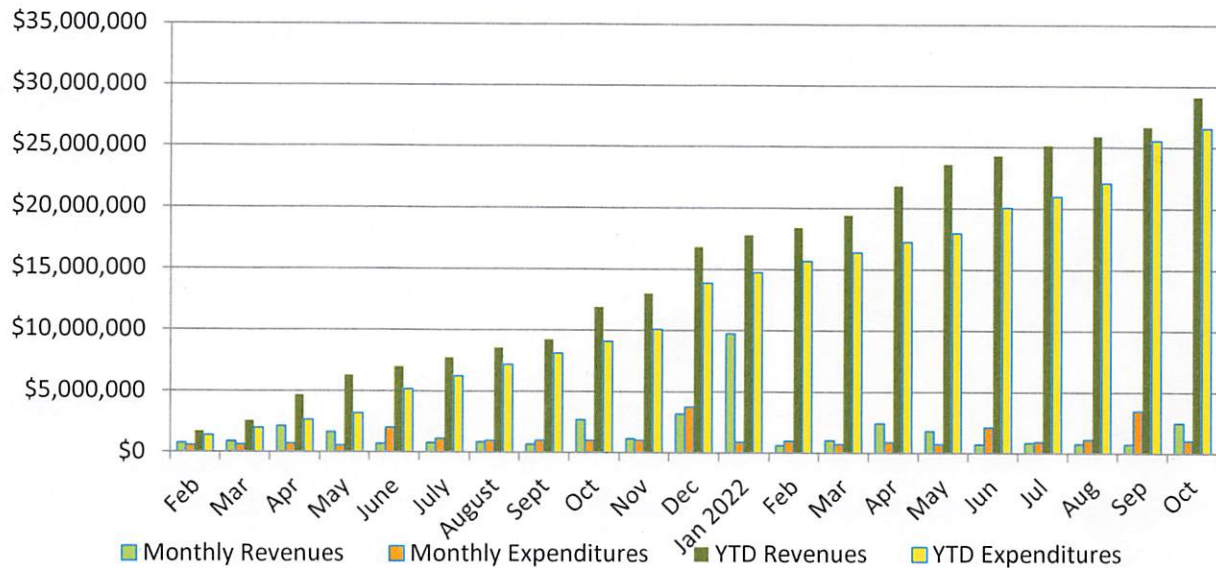
- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Cash and Investment Report
- Investment Schedule and Portfolio Analysis
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution

If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

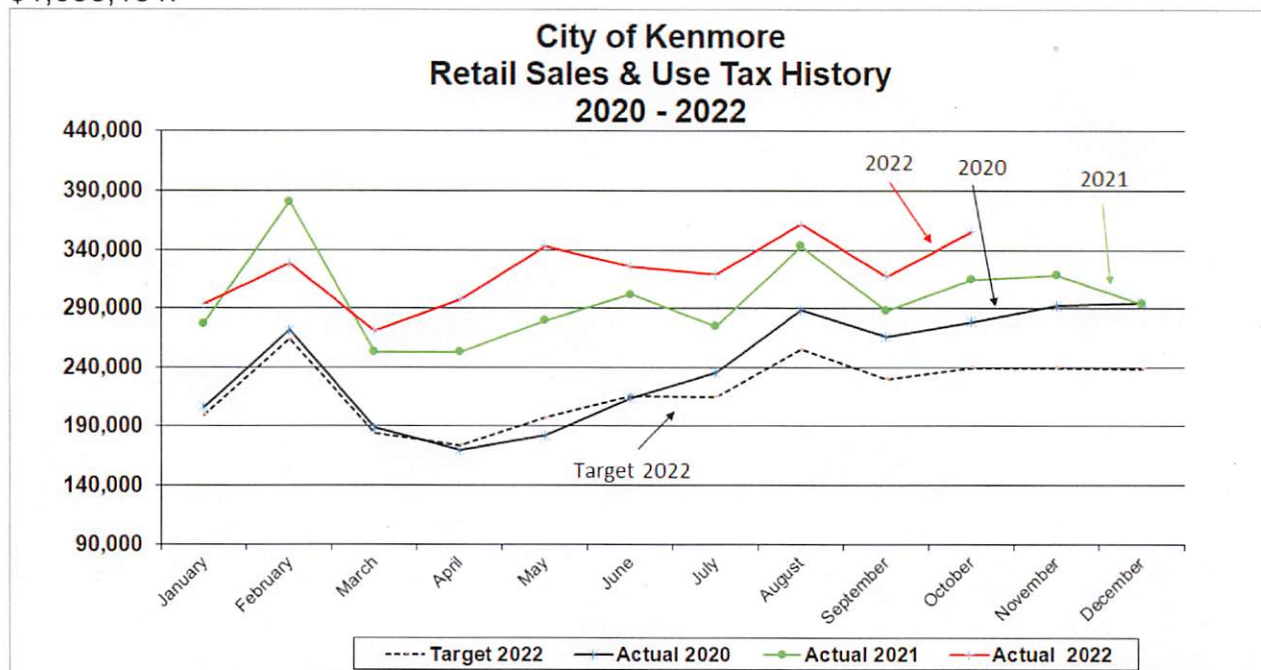
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, October is the twenty-second (92%) of the 2021-2022 biennial budget period. For the month of October, revenues exceeded expenditures in the General Fund by \$1,458,945. Biennium to date, revenues exceed expenditures by \$2,570,271.

The following chart illustrates the monthly revenue and expenditure activity in the General Fund through October 2022.

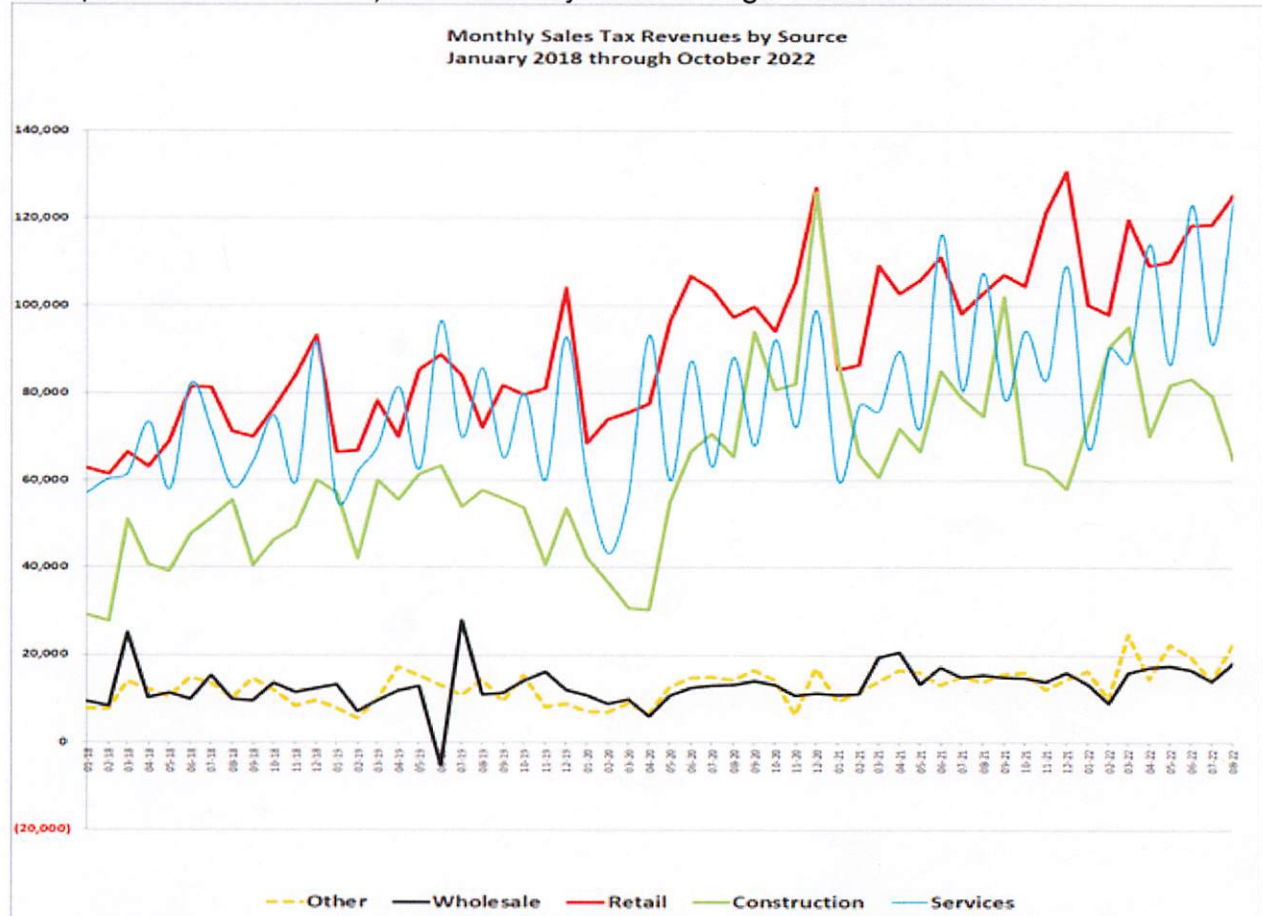


Total **revenues** for the month were **\$2,469,996**. Biennium to date revenues are \$29,120,600 which is 95% of the amended budgeted revenues of \$30,589,770. Primary sources of revenue for the month included property taxes in the amount of \$1,570,131, development fees & permits in the amount of \$57,108, retail sales and use taxes in the amount of \$355,668, intergovernment & grants in the amount of \$180,523, franchise fees in the amount of \$195,381, and utility taxes in the amount of \$81,334.

A summary of sales tax revenues received in **October** is attached. These receipts are based on **August** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2022 line is a monthly average of actual receipts during 2019, 2020, and 2021. The red line represents 2022 actual receipts, which are \$248,797 above 2021 and ahead of the 2022 target by \$1,038,131.



The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2018 through October 2022.

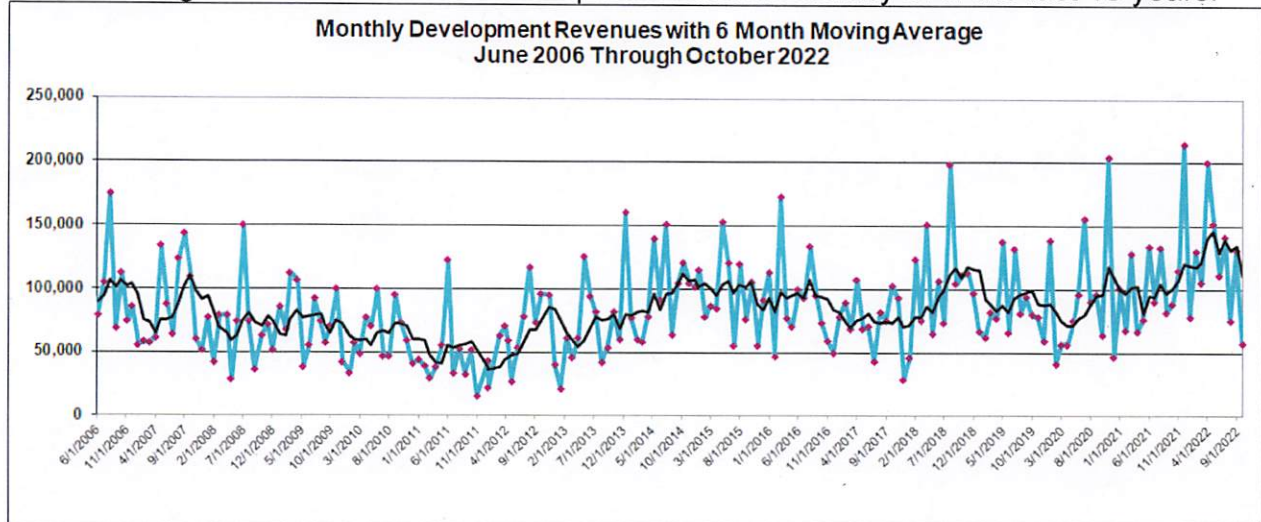


In October, the top 506 sales tax remitters, accounting for 87% or \$310,331 of total remittances, were reviewed for internet sales activity.

Of the \$310,331 of sales tax remitted by these companies in October, \$59,000 (19% of the total) was generated from internet-based companies. Below is a chart that illustrates the amount of internet based sales tax in the major segments that include it:

	Total Sales Tax Remitted in October	Internet Based Companies	% of Total Internet Sales Tax Collected
Retail Trade	\$99,811	\$37,655	38%
Information	8,235	3,196	39%
Services	104,411	16,290	16%
Wholesale	13,744	1,859	14%
Other	84,130	0	0%
	\$310,331	\$59,000	

The following chart illustrates the development revenue activity over the last 15 years.



October 2022 expenditures were **\$1,011,050**. Biennium to date expenditures are \$26,550,329, which is 92.6% of the amended biennial budget expenditures of \$28,659,582.

Total City cash (\$23,702,603) and long-term investments (\$6,563,118), at the end of October, totaled \$30,265,721. Proposition 1 levy funds and ARPA Recovery Funds are included in this cash balance.

Total non-General Fund revenues were \$2,917,047 and total non-General Fund expenditures were \$2,168,117.

In the **Street Fund** revenue from gas tax distributions were \$39,848. \$59,583 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund**, there were expenditures in the amount of \$722,269 on pedestrian safety projects & street maintenance. The fund received \$283,398 in grant reimbursements during the month.

The **Sammamish Bridge Replacement Fund** had \$287,830 in expenditures during the month. The fund received \$261,654 in bridge grant reimbursements during the month.

The **Park Impact Fee** fund received \$0 in revenues during the month.

There were \$0 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$228,508 of real estate excise taxes (REET) in October from sales activity that occurred in September. 43 transactions were reported during the month. The 2022 year to date revenue is lower than the 2021 revenue by \$476,398.

The **Park Capital** fund had \$894,039 in Park improvement expenditures during the month. The fund received \$931,135 in grant reimbursements during the month.

The **Walkways & Waterways Debt Service** Fund collected \$302,911 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of \$1,655,694.

The **Transportation Benefit District** Fund received \$28,611 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **October 31, 2022**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
October 31, 2022



	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH	BIENNIUM	% of	AMENDED	MONTH	BIENNIUM	% of	AMENDED
	October 2022	TO DATE	BUDGET	BIENNIUM	October 2020	TO DATE	BUDGET	BIENNIUM
		2021-2022		BUDGET		2019-2020		BUDGET
REVENUES								
Beginning Fund Balance		2,748,005		2,748,005		4,934,368		4,934,368
Property Taxes	1,570,131	9,919,973	91.3%	10,865,654	1,909,260	9,876,005	96.6%	10,224,205
Sales and Use Taxes	355,668	6,790,865	114.1%	5,954,280	336,673	6,348,515	102.2%	6,212,000
Utility Taxes	81,334	1,923,527	80.2%	2,399,290	63,544	1,883,569	76.4%	2,466,355
Other Taxes	18,674	210,039	115.3%	182,200	2,533	207,372	114.0%	181,868
Development Fees & Permits	57,108	2,477,969	144.1%	1,720,003	64,248	1,886,465	101.7%	1,854,042
Franchise Fees	195,381	1,713,100	98.1%	1,746,569	190,751	1,716,579	93.7%	1,831,835
Intergovernmental and Grants	180,523	2,699,959	110.1%	2,452,594	108,653	1,145,546	53.5%	2,142,292
Investment Interest	4,710	52,458	79.5%	66,000	437	165,882	174.1%	95,300
Fines and Forfeitures	0	2,341	0.0%	0	930	5,102	0.0%	0
Transfers and Other Revenues	6,465	3,330,367	64.0%	5,203,180	2,809	1,267,980	58.8%	2,155,352
Total Revenues	2,469,996	29,120,600	95.2%	30,589,770	2,679,838	24,503,016	90.2%	27,163,249

City of Kenmore, Washington
General Fund Summary Report
October 31, 2022



	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH	BIENNIUM	% of	AMENDED	MONTH	BIENNIUM	% of	AMENDED
	<u>October 2022</u>	<u>TO DATE</u>	<u>BUDGET</u>	<u>BIENNIUM</u>	<u>October 2020</u>	<u>TO DATE</u>	<u>BUDGET</u>	<u>BIENNIUM</u>
		<u>2021-2022</u>		<u>BUDGET</u>		<u>2019-2020</u>		<u>BUDGET</u>
EXPENDITURES								
Cost Center								
City Council	10,797	318,101	95.6%	332,711	16,123	313,681	93.3%	336,208
City Manager	109,715	2,943,722	94.3%	3,121,846	225,910	3,144,076	99.2%	3,170,520
City Clerk	29,227	889,615	94.9%	937,052	40,100	651,198	70.8%	919,466
Finance	80,408	1,978,359	89.4%	2,212,820	60,886	1,806,033	93.8%	1,925,756
Human Resources	14,008	279,312	0.0%	319,432		0	0.0%	0
Legal	80,704	949,878	168.1%	565,000	29,707	576,630	88.1%	654,782
Interfund Transfers/Non Department	0	4,459,090	143.4%	3,110,617	0	2,606,529	80.8%	3,226,484
Public Safety	330,922	6,699,163	73.2%	9,152,371	702,007	7,628,344	85.1%	8,967,044
Engineering & Environmental Services	48,864	1,417,274	83.9%	1,689,574	45,892	1,165,614	74.9%	1,555,790
Community Development	63,807	1,549,027	91.3%	1,695,828	54,766	1,398,448	88.5%	1,580,826
Developmental Services	87,046	2,489,267	87.5%	2,845,428	120,331	2,262,339	120.7%	1,874,061
Parks & Facility Maintenance	155,552	2,577,520	96.3%	2,676,904	170,567	2,833,452	87.2%	3,247,606
Total Expenditures	1,011,050	26,550,329	92.6%	28,659,582	1,466,291	24,386,343	85.4%	28,543,158
Revenues over Expenditures	1,458,945	2,570,271		1,930,188	1,213,547	116,672		(1,379,909)
Ending Fund Balance		5,318,276		4,678,193	1,213,547	5,051,040	0	3,554,460

City of Kenmore, Washington
General Fund Revenue Graphs
October 31, 2022

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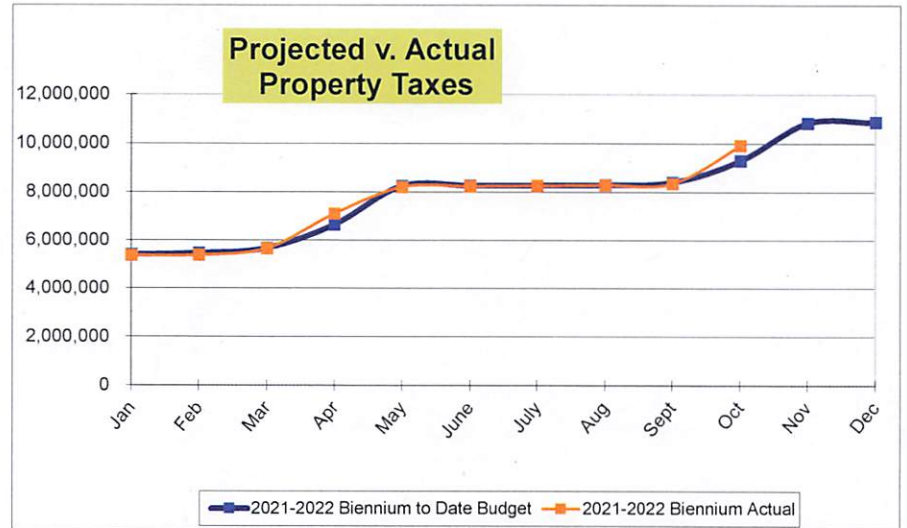
PROPERTY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	5,383,410	5,347,981
Jan	5,401,023	5,365,476
Feb	5,468,860	5,381,481
Mar	5,670,301	5,661,041
Apr	6,652,450	7,109,637
May	8,244,136	8,200,961
June	8,259,460	8,236,543
July	8,274,655	8,260,399
Aug	8,290,802	8,280,645
Sept	8,401,090	8,349,842
Oct	9,291,005	9,919,973
Nov	10,834,497	
Dec	10,865,654	
2021-22	10,865,654	

Year To Date

Actual v. Projected

107%



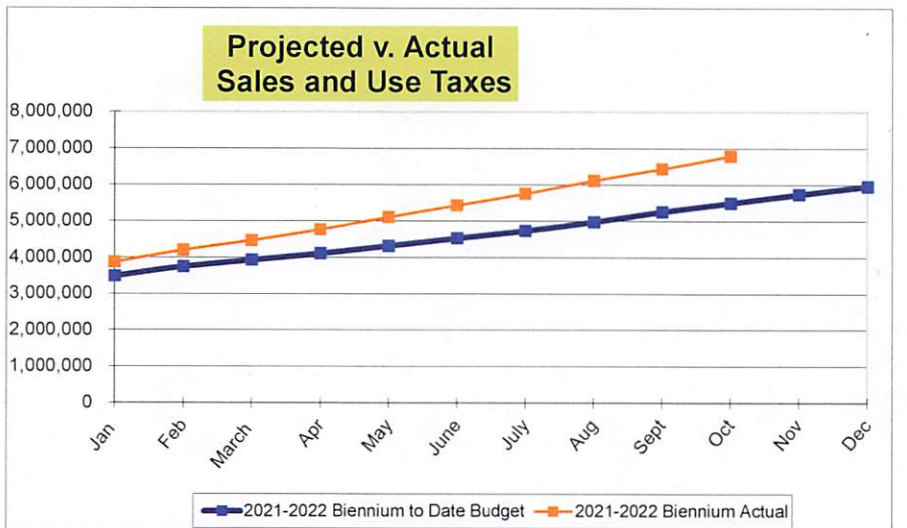
SALES & USE TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	3,300,000	3,577,108
Jan	3,481,493	3,870,242
Feb	3,742,900	4,198,660
March	3,928,951	4,469,848
Apr	4,108,559	4,767,637
May	4,315,086	5,110,898
June	4,530,232	5,436,740
July	4,730,589	5,755,733
Aug	4,978,663	6,117,536
Sept	5,258,728	6,435,200
Oct	5,497,740	6,790,868
Nov	5,739,531	
Dec	5,954,280	
2021-22	5,954,280	

Year To Date

Actual v. Projected

124%



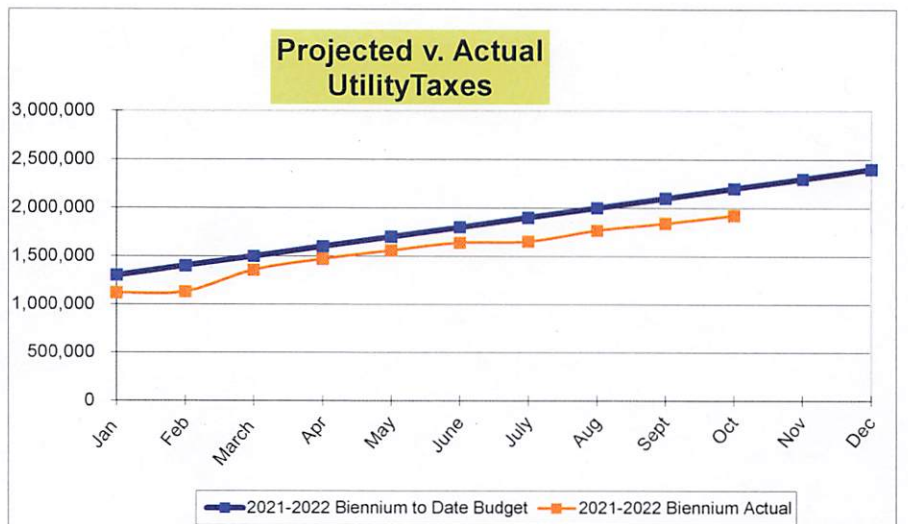
UTILITY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,199,640	933,662
Jan	1,299,611	1,117,517
Feb	1,399,582	1,131,117
March	1,499,553	1,356,930
Apr	1,599,523	1,470,394
May	1,699,494	1,559,515
June	1,799,465	1,639,261
July	1,899,436	1,652,680
Aug	1,999,407	1,768,400
Sept	2,099,378	1,842,194
Oct	2,199,348	1,923,527
Nov	2,299,319	
Dec	2,399,290	
2021-22	2,399,290	

Year To Date

Actual v. Projected

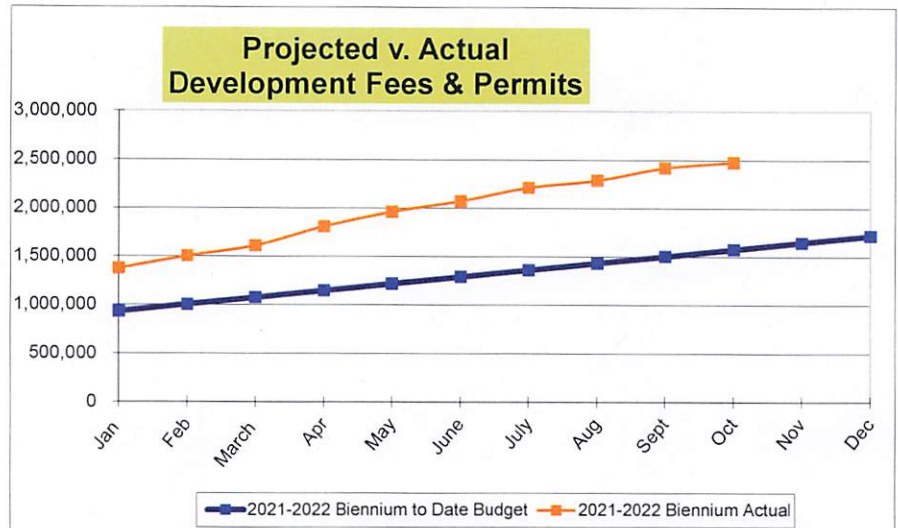
87%



V:\Admin and Finance\Monthly Reports\2022\October 2022 General Fund Rev Graphs

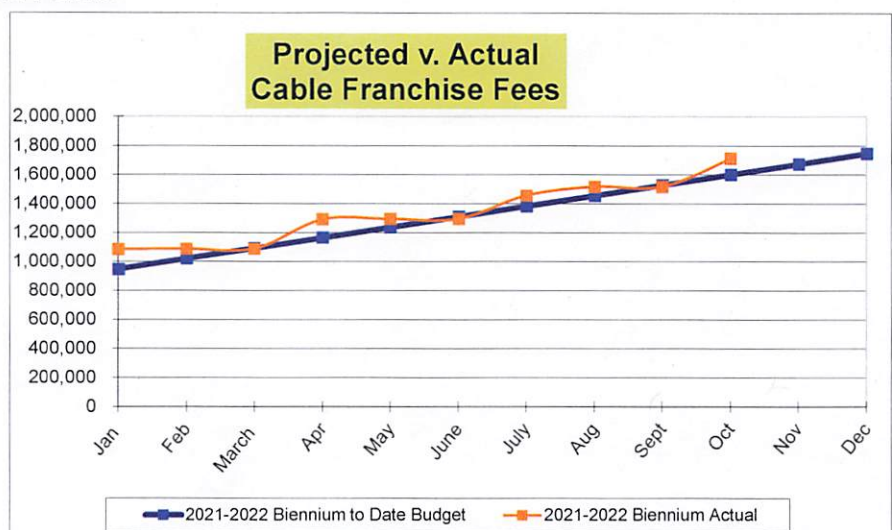
DEVELOPMENT FEES & PERMITS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	860,004	1,297,301
Jan	931,671	1,375,004
Feb	1,003,337	1,504,765
March	1,075,004	1,609,951
Apr	1,146,670	1,809,930
May	1,218,337	1,962,323
June	1,290,004	2,073,729
July	1,361,670	2,215,243
Aug	1,433,337	2,290,074
Sept	1,505,003	2,420,861
Oct	1,576,670	2,477,969
Nov	1,648,336	
Dec	1,720,003	
'2021-22	1,720,003	
Year To Date		
Actual v. Projected		157%



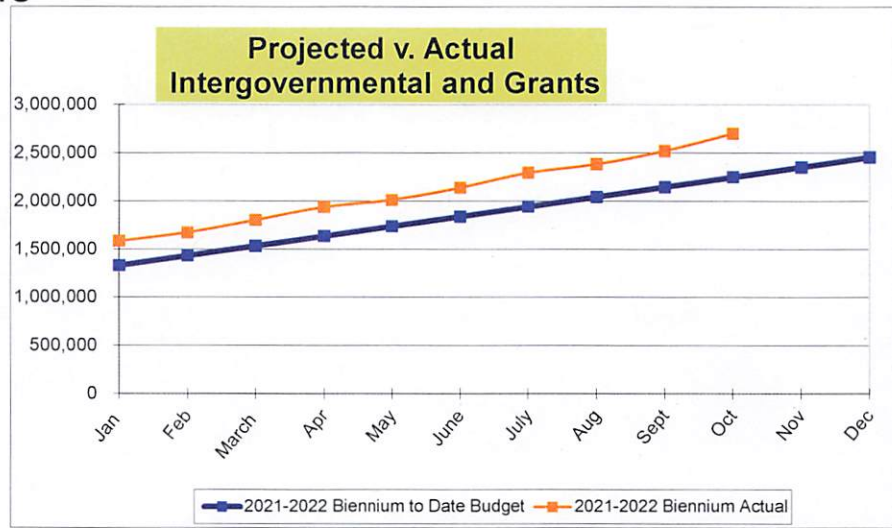
CABLE/WATER/SEWER FRANCHISE FEES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	873,288	848,118
Jan	946,061	1,085,513
Feb	1,018,835	1,088,169
March	1,091,608	1,088,169
Apr	1,164,382	1,292,413
May	1,237,155	1,295,037
June	1,309,929	1,295,037
July	1,382,702	1,456,622
Aug	1,455,475	1,517,719
Sept	1,528,249	1,517,719
Oct	1,601,022	1,713,100
Nov	1,673,796	
Dec	1,746,569	
'2021-22	1,746,569	
Year To Date		
Actual v. Projected		107%



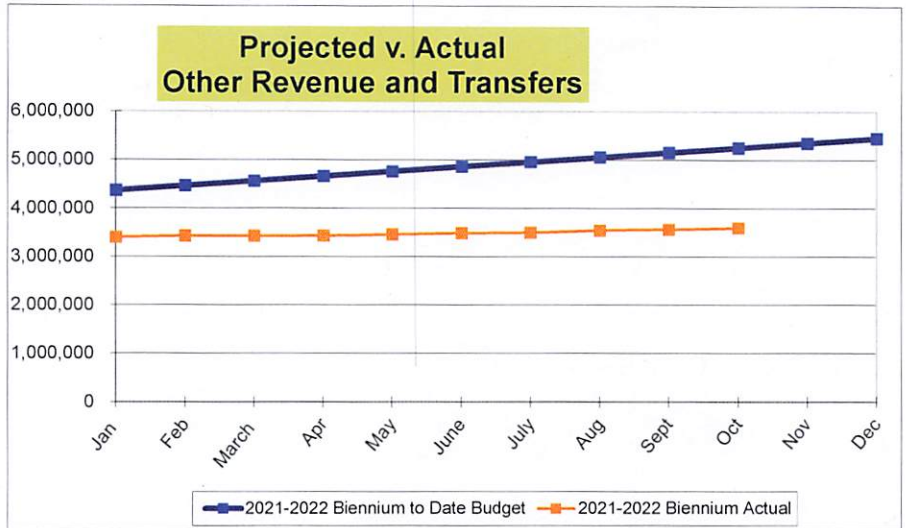
INTERGOVERNMENTAL & GRANTS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,226,292	1,433,882
Jan	1,328,484	1,584,645
Feb	1,430,676	1,672,962
March	1,532,868	1,803,507
Apr	1,635,059	1,940,022
May	1,737,251	2,012,887
June	1,839,443	2,141,112
July	1,941,635	2,295,990
Aug	2,043,827	2,383,288
Sept	2,146,019	2,519,437
Oct	2,248,210	2,699,960
Nov	2,350,402	
Dec	2,452,594	
'2021-22	2,452,594	
Year To Date		
Actual v. Projected		120%



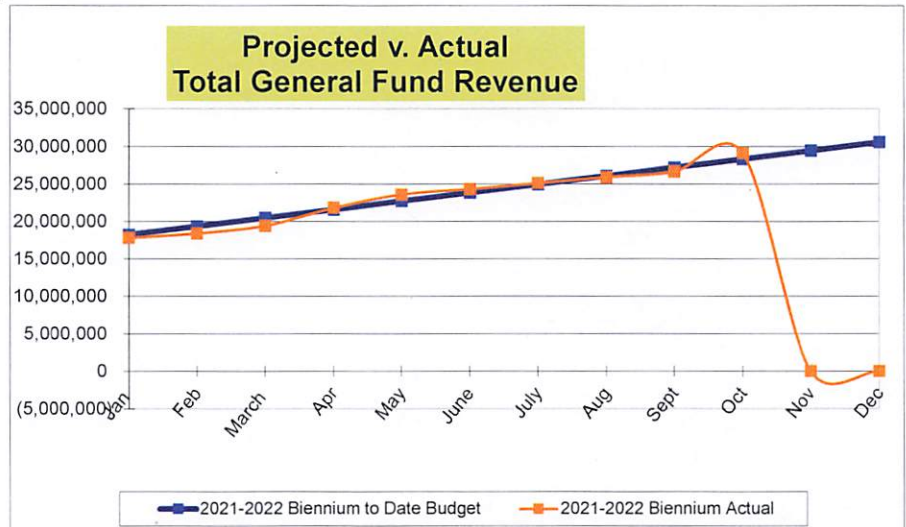
OTHER REVENUES AND TRANSFERS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	4,269,442	3,385,984
Jan	4,367,937	3,400,357
Feb	4,466,432	3,427,124
March	4,564,927	3,429,241
Apr	4,663,421	3,431,875
May	4,761,916	3,460,320
June	4,860,411	3,488,661
July	4,958,906	3,499,238
Aug	5,057,401	3,547,845
Sept	5,155,896	3,565,352
Oct	5,254,390	3,595,202
Nov	5,352,885	
Dec	5,451,380	
'2021-22	5,451,380	
Year To Date		
Actual v. Projected		68%



TOTAL GENERAL FUND REVENUE

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	17,112,076	16,824,033
Jan	18,235,217	17,798,754
Feb	19,358,358	18,404,278
March	20,481,500	19,418,687
Apr	21,604,641	21,821,909
May	22,727,782	23,601,942
June	23,850,923	24,311,083
July	24,974,064	25,135,905
Aug	26,097,205	25,905,508
Sept	27,220,347	26,650,604
Oct	28,343,488	29,120,600
Nov	29,466,629	0
Dec	30,589,770	0
'2021-22	30,589,770	
Year To Date		
Actual v. Projected		103%

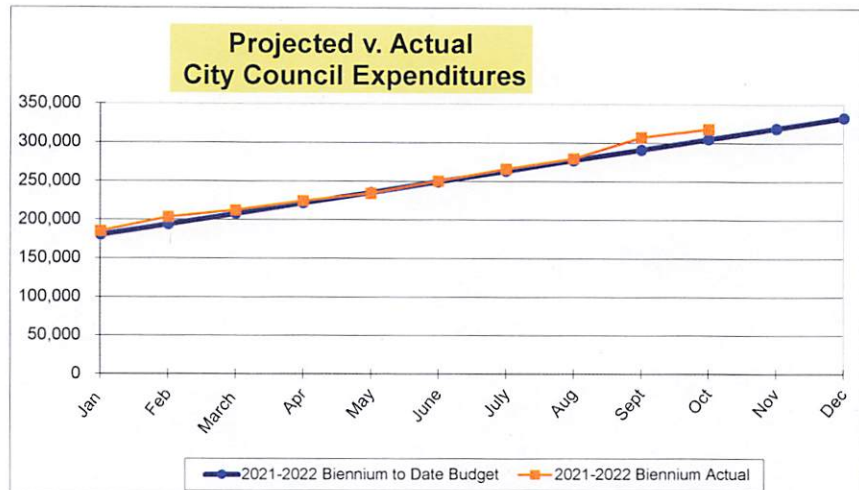


City of Kenmore, Washington
General Fund Expenditure Graphs*
October 31, 2022

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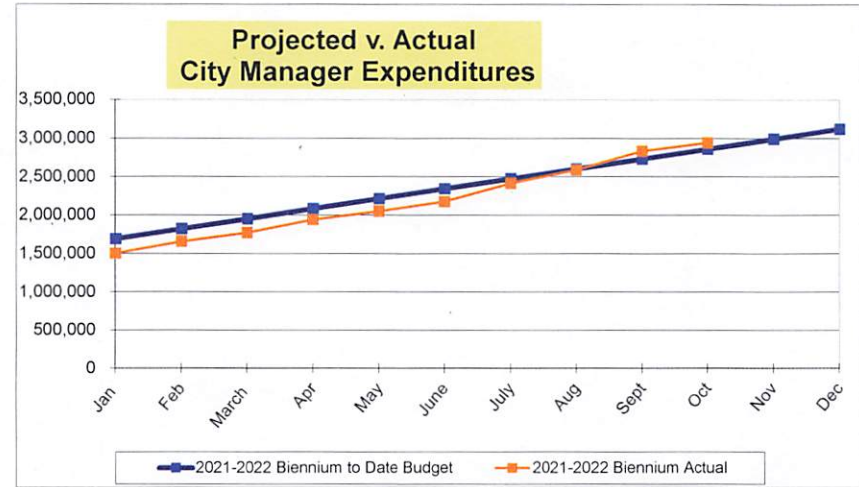
CITY COUNCIL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	166,356	141,202
Jan	180,219	185,182
Feb	194,082	203,467
March	207,945	212,391
Apr	221,808	224,965
May	235,671	234,504
June	249,534	250,518
July	263,396	266,142
Aug	277,259	279,563
Sept	291,122	307,304
Oct	304,985	318,101
Nov	318,848	
Dec	332,711	
2021-22	332,711	
Year To Date		
Actual v. Projected		104%



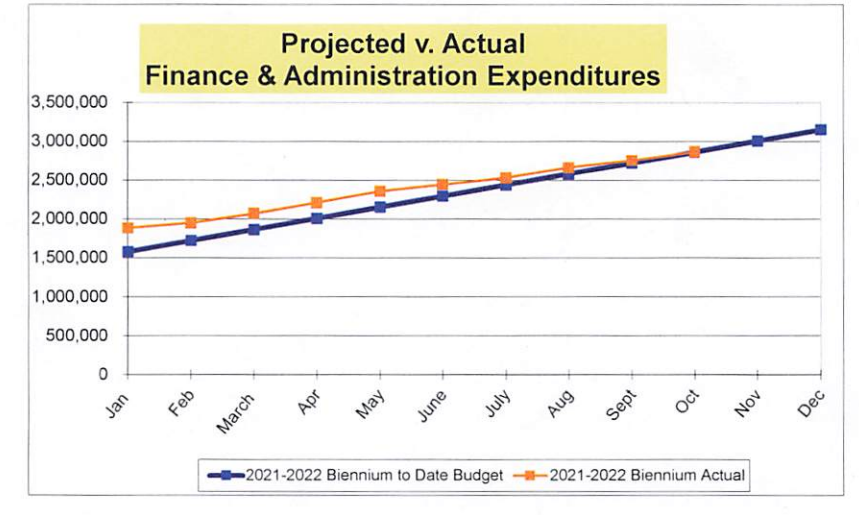
CITY MANAGER

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,560,924	1,405,465
Jan	1,691,001	1,501,723
Feb	1,821,078	1,658,675
March	1,951,155	1,771,082
Apr	2,081,231	1,941,316
May	2,211,308	2,052,733
June	2,341,385	2,173,994
July	2,471,462	2,413,970
Aug	2,601,539	2,590,065
Sept	2,731,616	2,834,006
Oct	2,861,692	2,943,722
Nov	2,991,769	
Dec	3,121,846	
2021-22	3,121,846	
Year To Date		
Actual v. Projected		103%



FINANCE & ADMINISTRATION

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,436,124	1,466,725
Jan	1,578,936	1,885,672
Feb	1,721,749	1,949,745
March	1,864,561	2,069,996
Apr	2,007,373	2,205,757
May	2,150,185	2,355,440
June	2,292,998	2,443,231
July	2,435,810	2,531,864
Aug	2,578,622	2,660,696
Sept	2,721,434	2,758,338
Oct	2,864,247	2,867,974
Nov	3,007,059	
Dec	3,149,871	
2021-22	3,149,871	
Year To Date		
Actual v. Projected		100%

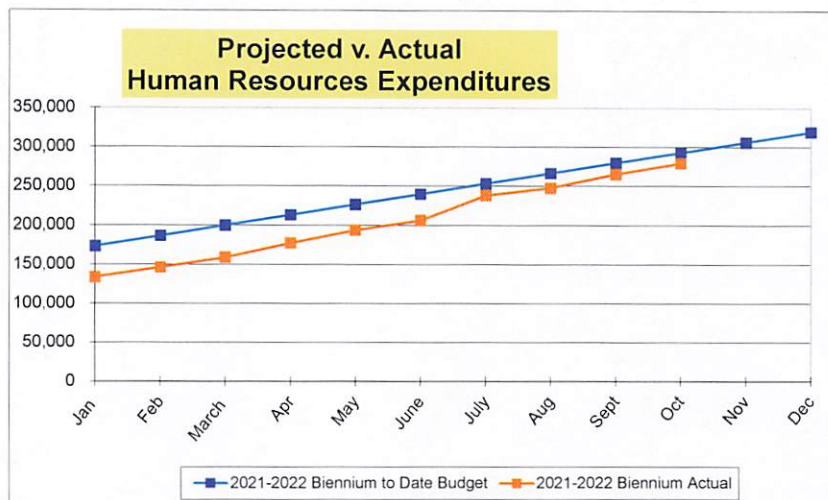


City of Kenmore, Washington
General Fund Expenditure Graphs*
October 31, 2022

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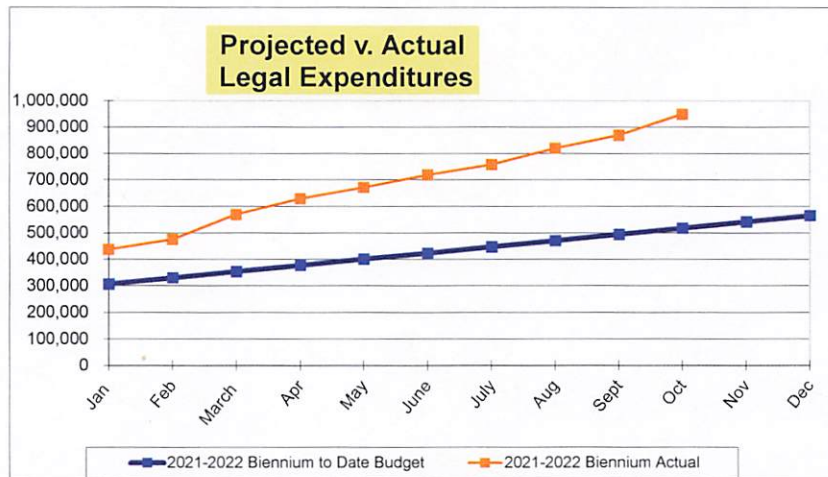
HUMAN RESOURCES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	159,720	121,298
Jan	173,029	133,802
Feb	186,339	146,326
March	199,648	159,020
Apr	212,957	177,441
May	226,267	193,603
June	239,576	206,236
July	252,885	238,150
Aug	266,195	247,635
Sept	279,504	265,304
Oct	292,813	279,312
Nov	306,123	
Dec	319,432	
2021-22 Year To Date	319,432	
Actual v. Projected		95%



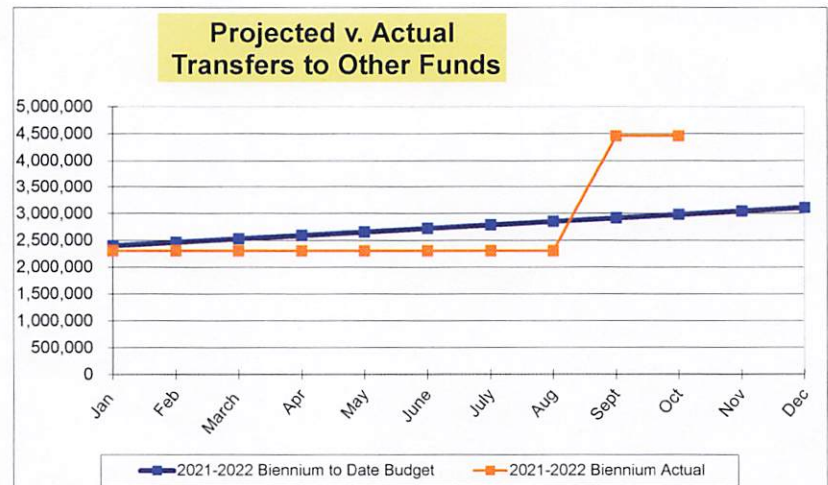
LEGAL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	282,504	437,313
Jan	306,045	437,313
Feb	329,587	475,661
March	353,128	569,513
Apr	376,669	629,027
May	400,211	672,191
June	423,752	718,925
July	447,293	758,039
Aug	470,835	820,079
Sept	494,376	869,175
Oct	517,917	949,879
Nov	541,459	
Dec	565,000	
2021-22 Year To Date	565,000	
Actual v. Projected		183%



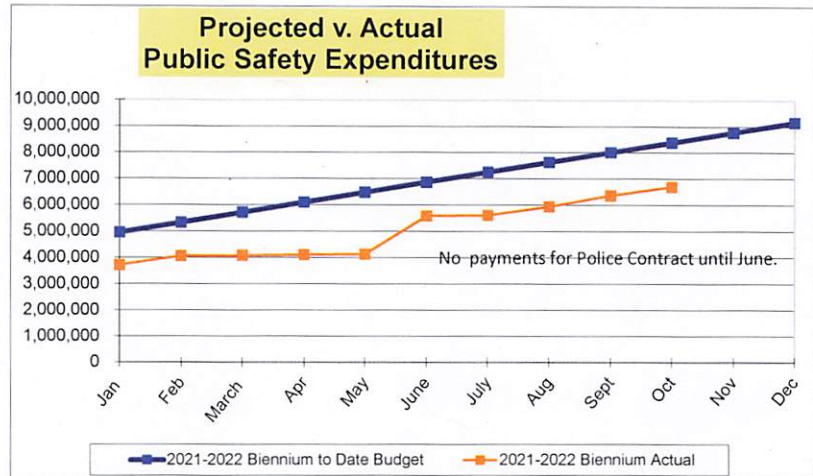
TRANSFERS TO OTHER FUNDS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	2,330,312	2,303,405
Jan	2,395,337	2,303,405
Feb	2,460,363	2,303,405
March	2,525,388	2,303,405
Apr	2,590,414	2,303,405
May	2,655,439	2,303,405
June	2,720,465	2,303,405
July	2,785,490	2,303,405
Aug	2,850,515	2,303,405
Sept	2,915,541	4,459,090
Oct	2,980,566	4,459,090
Nov	3,045,592	
Dec	3,110,617	
2021-22 Year To Date	3,110,617	
Actual v. Projected		150%



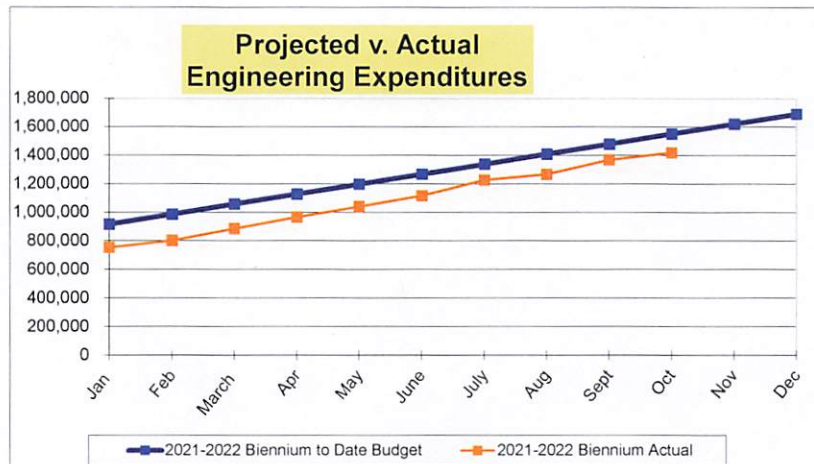
PUBLIC SAFETY

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	4,576,188	3,716,797
Jan	4,957,537	3,716,847
Feb	5,338,885	4,062,529
March	5,720,234	4,081,910
Apr	6,101,582	4,116,629
May	6,482,931	4,141,525
June	6,864,280	5,586,432
July	7,245,628	5,609,870
Aug	7,626,977	5,945,240
Sept	8,008,325	6,368,240
Oct	8,389,674	6,699,163
Nov	8,771,022	
Dec	9,152,371	
2021-22	9,152,371	
Year To Date		
Actual v. Projected		80%



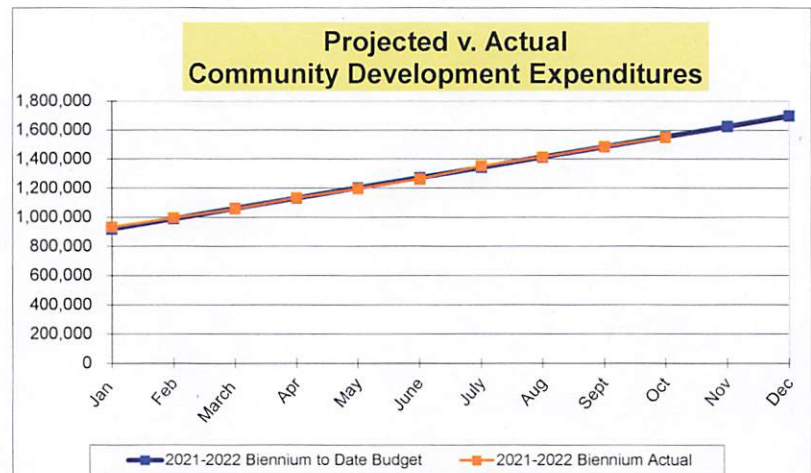
ENGINEERING

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	844,788	701,750
Jan	915,187	754,024
Feb	985,586	802,031
March	1,055,985	884,917
Apr	1,126,383	966,480
May	1,196,782	1,041,010
June	1,267,181	1,116,924
July	1,337,580	1,225,519
Aug	1,407,979	1,267,470
Sept	1,478,378	1,368,410
Oct	1,548,776	1,417,274
Nov	1,619,175	
Dec	1,689,574	
2021-22	1,689,574	
Year To Date		
Actual v. Projected		92%



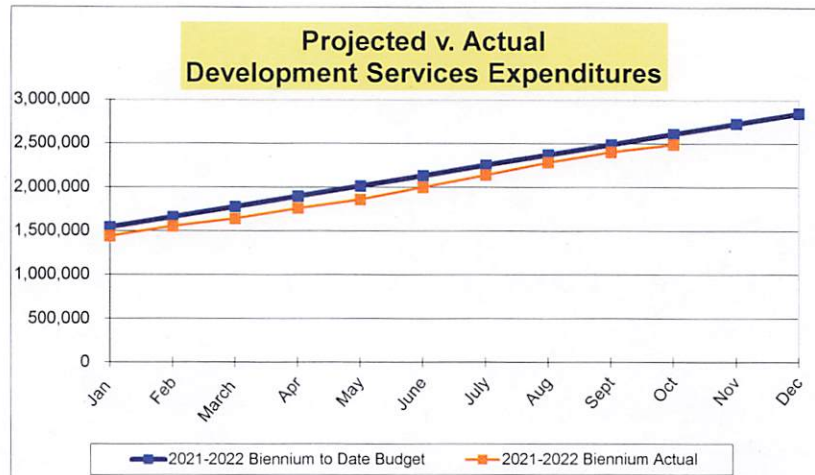
COMMUNITY DEVELOPMENT

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	847,908	869,569
Jan	918,568	931,860
Feb	989,228	994,326
March	1,059,888	1,056,562
Apr	1,130,548	1,131,778
May	1,201,208	1,196,383
June	1,271,868	1,262,679
July	1,342,528	1,353,562
Aug	1,413,188	1,414,869
Sept	1,483,848	1,485,220
Oct	1,554,508	1,549,027
Nov	1,625,168	
Dec	1,695,828	
2021-22	1,695,828	
Year To Date		
Actual v. Projected		100%



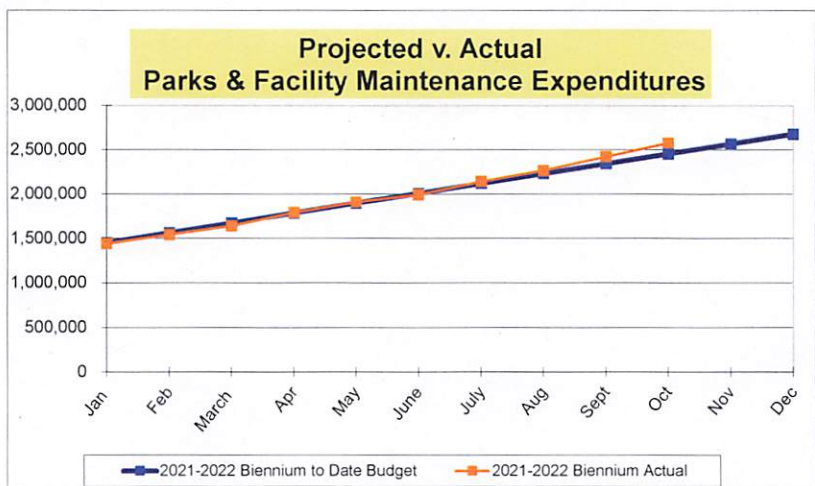
DEVELOPMENT SERVICES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,422,708	1,297,449
Jan	1,541,268	1,437,972
Feb	1,659,828	1,551,087
March	1,778,388	1,639,536
Apr	1,896,948	1,760,198
May	2,015,508	1,859,989
June	2,134,068	2,000,509
July	2,252,628	2,140,996
Aug	2,371,188	2,284,524
Sept	2,489,748	2,402,221
Oct	2,608,308	2,489,268
Nov	2,726,868	
Dec	2,845,428	
2021-22	2,845,428	
Year To Date		
Actual v. Projected		95%



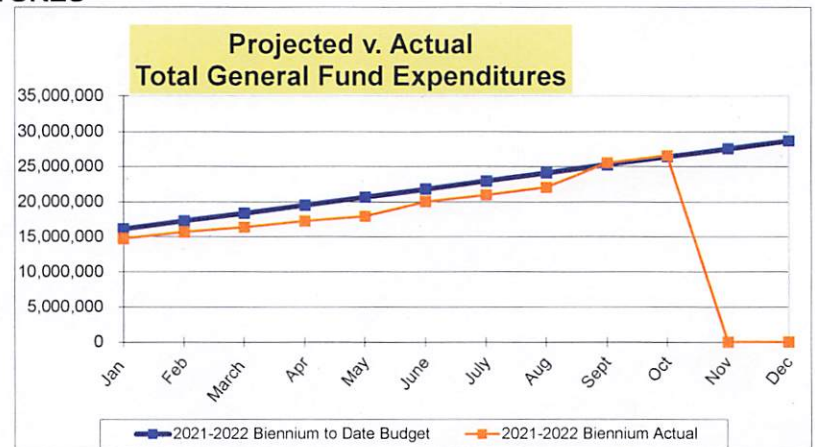
PARKS & FACILITY MAINTENANCE

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,338,456	1,392,427
Jan	1,449,993	1,439,239
Feb	1,561,531	1,540,936
March	1,673,068	1,638,478
Apr	1,784,605	1,792,556
May	1,896,143	1,908,215
June	2,007,680	1,993,504
July	2,119,217	2,141,403
Aug	2,230,755	2,266,322
Sept	2,342,292	2,421,968
Oct	2,453,829	2,577,520
Nov	2,565,367	
Dec	2,676,904	
2021-22	2,676,904	
Year To Date		
Actual v. Projected		105%



TOTAL GENERAL FUND EXPENDITURES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	14,965,988	13,853,401
Jan	16,107,121	14,727,038
Feb	17,248,254	15,688,188
March	18,389,387	16,386,810
Apr	19,530,519	17,249,552
May	20,671,652	17,958,998
June	21,812,785	20,056,357
July	22,953,918	20,982,921
Aug	24,095,051	22,079,869
Sept	25,236,184	25,539,278
Oct	26,377,316	26,550,328
Nov	27,518,449	0
Dec	28,659,582	0
2021-22	28,659,582	
Year To Date		
Actual v. Projected		101%



City of Kenmore, Washington
Street Fund Summary Report
October 31, 2022

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	2021 - 2022			
	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>October 2022</u>	<u>2021-2022</u>	<u>BUDGET</u>	<u>2021-2022</u>
REVENUES				
Beginning Fund Balance		1,605,323		1,311,996
Fuel Tax	39,848	789,418	84.2%	938,058
Investment Interest	2,040	16,782	541.3%	3,100
Miscellaneous	416	26,554	372.4%	7,131
ROW Permit Fees/Inspections	0	277,523	94.6%	293,460
Multimodal Transportation	0	55,306	87.6%	63,160
MVA Transpo City	0	41,511	0.0%	0
Transfer from General Fund	0	753,405	48.3%	1,560,617
Transfer from REET	0	100,000	50.0%	200,000
Transfer from TBD	0	350,000	50.0%	700,000
Total Revenues	42,304	2,410,499	64.0%	3,765,526

	2021 - 2022			
	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>October 2022</u>	<u>2021-2022</u>	<u>BUDGET</u>	<u>2021-2022</u>
EXPENDITURES				
Salary and Benefits	57,958	1,238,694	91.4%	1,355,214
Maintenance & Operations	59,583	1,378,642	73.6%	1,872,953
Capital	9,094	67,794	67.8%	100,000
Total Expenditures	126,635	2,685,130	80.7%	3,328,167
Revenues over Expenditures	(84,331)	(274,631)		437,359
Ending Fund Balance		1,330,692		1,749,355

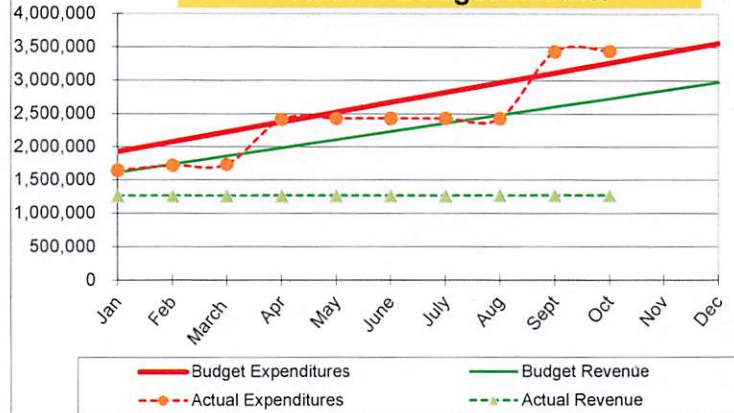
October 31, 2022

STRATEGIC OPPORTUNITIES FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	1,781,748	1,645,707	1,488,360	1,262,308
Jan	1,930,228	1,645,707	1,612,390	1,262,699
Feb	2,078,707	1,722,451	1,736,420	1,262,808
March	2,227,187	1,739,571	1,860,450	1,262,981
Apr	2,375,666	2,413,909	1,984,480	1,263,190
May	2,524,146	2,432,087	2,108,510	1,263,674
June	2,672,626	2,432,567	2,232,540	1,264,704
July	2,821,105	2,432,567	2,356,570	1,265,580
Aug	2,969,585	2,432,567	2,480,600	1,267,414
Sept	3,118,064	3,437,699	2,604,630	1,268,639
Oct	3,266,544	3,442,689	2,728,660	1,269,692
Nov	3,415,023		2,852,690	
Dec	3,563,503		2,976,718	
2021-22	3,563,503		2,976,718	

Total Actual to Date vs Total Budget 97% 43%

**STRATEGIC OPPORTUNITIES FUND
Actual v. Budget Results**



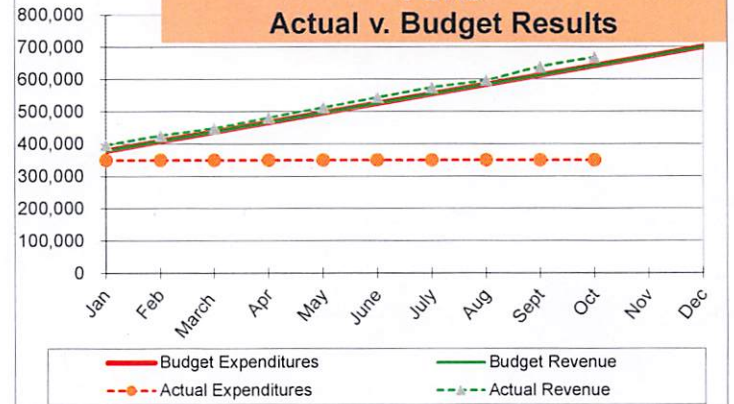
The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves.

TRANSPORTATION BENEFIT DISTRICT FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	350,004	350,000	350,004	369,121
Jan	379,171	350,000	379,171	396,139
Feb	408,338	350,000	408,338	424,939
March	437,505	350,000	437,505	448,008
Apr	466,672	350,000	466,672	480,535
May	495,839	350,000	495,839	511,698
June	525,006	350,000	525,006	542,681
July	554,173	350,000	554,173	573,632
Aug	583,340	350,000	583,340	596,695
Sept	612,507	350,000	612,507	638,428
Oct	641,674	350,000	641,674	667,720
Nov	670,841		670,841	
Dec	700,000		699,998	
2021-22	700,000		700,000	

Total Actual to Date vs Total Budget 50% 95%

**TRANSPORTATION BENEFIT DISTRICT FUND
Actual v. Budget Results**

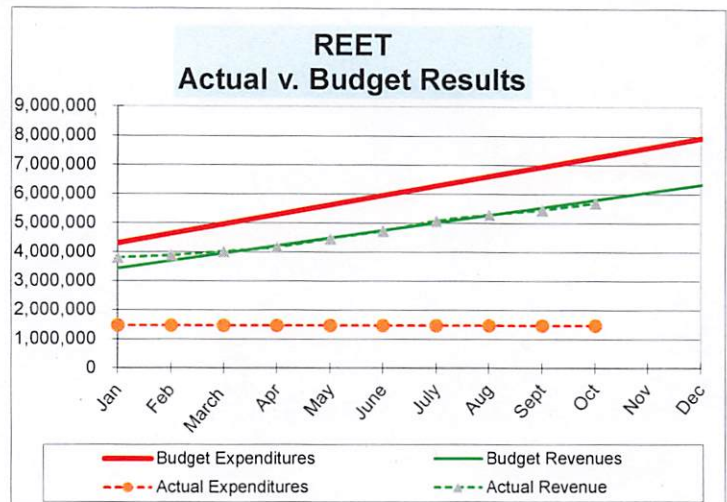


The Transportation Benefit District fund accounts for the \$20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

October 31, 2022

REAL ESTATE EXCISE TAX FUND

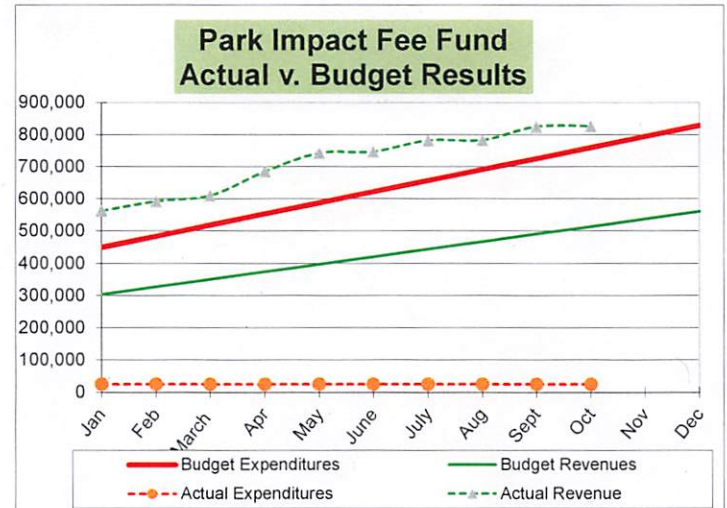
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	3,970,056	1,467,680	3,163,080	3,671,216
Jan	4,300,894	1,467,680	3,426,670	3,800,239
Feb	4,631,732	1,467,680	3,690,271	3,879,280
March	4,962,570	1,467,680	3,953,861	4,017,276
Apr	5,293,408	1,467,680	4,217,451	4,171,010
May	5,624,246	1,467,680	4,481,041	4,463,826
June	5,955,084	1,467,680	4,744,631	4,730,489
July	6,285,922	1,467,680	5,008,221	5,080,777
Aug	6,616,760	1,467,680	5,271,811	5,288,535
Sept	6,947,598	1,467,680	5,535,401	5,454,748
Oct	7,278,436	1,467,680	5,798,991	5,692,659
Nov	7,609,274		6,062,581	
Dec	7,940,122		6,326,171	
2021-22	7,940,122		6,326,171	
Total Actual to Date vs Total Budget		18%		90%



The Real Estate Excise Tax Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include transfers to the Park Capital Fund for park improvements and Transportation Capital Fund for transportation improvements. include transfers to the Park Capital Fund for park improvements and and Transportation Capital Fund for transportation improvements.

PARK IMPACT FEE FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	414,708	25,358	280,212	561,886
Jan	449,267	25,358	303,563	562,009
Feb	483,826	25,358	326,914	591,591
March	518,385	25,358	350,265	609,548
Apr	552,944	25,358	373,616	685,076
May	587,503	25,358	396,967	742,415
June	622,062	25,358	420,318	746,929
July	656,621	25,358	443,669	782,028
Aug	691,180	25,358	467,020	783,185
Sept	725,739	25,358	490,371	825,008
Oct	760,298	25,358	513,722	826,713
Nov	794,857		537,073	
Dec	829,412		560,422	
2021-22	829,412		560,422	
Total Actual to Date vs Total Budget		3%		148%

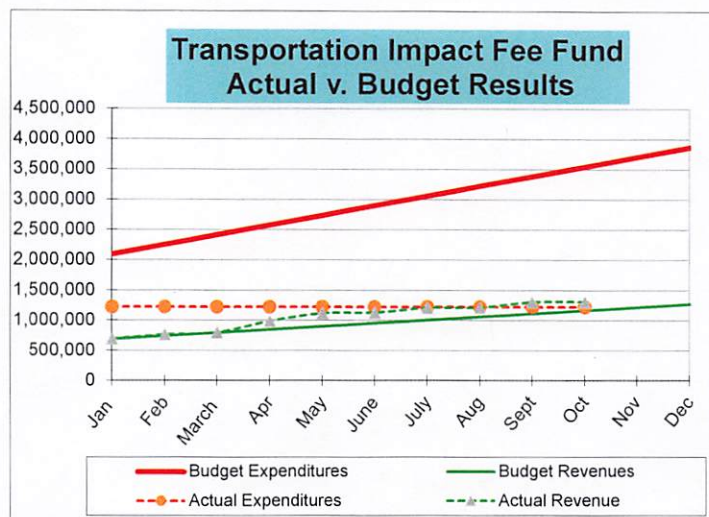


This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

October 31, 2022

TRANSPORTATION IMPACT FEE FUND

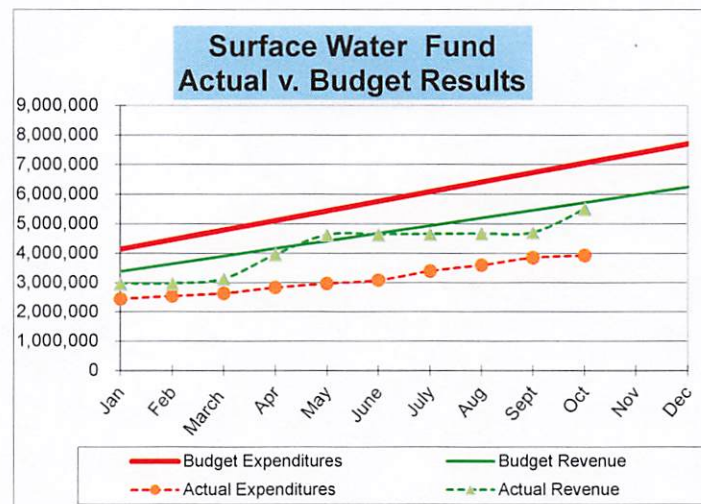
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	1,931,268	1,222,440	632,352	690,105
Jan	2,092,207	1,222,440	685,048	690,476
Feb	2,253,146	1,222,440	737,744	758,649
March	2,414,085	1,222,440	790,440	796,547
Apr	2,575,024	1,222,440	843,136	981,888
May	2,735,963	1,222,440	895,832	1,112,896
June	2,896,902	1,222,440	948,528	1,124,535
July	3,057,841	1,222,440	1,001,224	1,206,425
Aug	3,218,780	1,222,440	1,053,920	1,209,227
Sept	3,379,719	1,222,440	1,106,616	1,299,736
Oct	3,540,658	1,222,440	1,159,312	1,303,849
Nov	3,701,597		1,212,008	
Dec	3,862,547		1,264,695	
2021-22	3,862,547		1,264,695	
Total Actual to Date vs Total Budget		32%		103%



This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements

SURFACE WATER MANAGEMENT FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	3,811,740	2,314,112	3,116,172	2,958,871
Jan	4,136,330	2,444,737	3,375,853	2,965,041
Feb	4,460,920	2,544,319	3,635,534	2,971,877
March	4,785,510	2,636,895	3,895,215	3,128,738
Apr	5,110,100	2,828,697	4,154,896	3,960,684
May	5,434,690	2,966,068	4,414,577	4,620,664
June	5,759,280	3,080,746	4,674,258	4,636,433
July	6,083,870	3,394,904	4,933,939	4,650,587
Aug	6,408,460	3,594,948	5,193,620	4,664,568
Sept	6,733,050	3,851,183	5,453,301	4,705,647
Oct	7,057,640	3,925,326	5,712,982	5,503,149
Nov	7,382,230		5,972,663	
Dec	7,706,812		6,232,337	
2021-22	7,706,812		6,232,337	
Total Actual to Date vs Total Budget		51%		88%



This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements. collected in May and November.

City of Kenmore, Washington
Cash and Investment Report
October 31, 2022

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Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$3,055,839	\$2,492,121	\$1,073,413	4,474,547
Street	1,416,357	42,304	126,635	1,332,026
Transportation Capital	-4,618,416	283,398	722,269	(5,057,287)
Public Art	119,042	183	0	119,225
Park Impact Fee	1,111,070	1,705	0	1,112,775
Transportation Impact Fee	2,679,897	4,112	0	2,684,009
Swamp Creek Basin	771,869	1,184	0	773,053
Transportation Benefit District	415,314	29,292	0	444,606
ARPA Fiscal Recovery Fund	5,101,309	0	18,213	5,083,096
Sammamish Bridge Replacement	1,368,025	261,654	287,830	1,341,849
Walkways & Waterways Debt Service	512,990	302,911	0	815,901
Real Estate Excise Tax	5,899,060	237,910	0	6,136,970
Park Capital	-5,729,366	931,135	894,039	(5,692,270)
Walkways & Waterways Bond	6,254,555	19,391	0	6,273,946
Surface Water Management	3,447,965	797,502	74,142	4,171,325
Surface Water Capital	315,176	0	2,913	312,263
Public Works Shop Fund	2,393,832	0	0	2,393,832
Strategic Reserve	1,357,412	2,083	0	1,359,495
Strategic Opportunities	691,164	1,053	4,991	687,226
Equipment Replacement	686,597	1,054	0	687,651
Trust & Agency	844,614	176	37,086	807,704
Totals	\$28,094,305	\$5,409,168	\$3,241,530	\$30,261,943

Fund	Cash, Savings,	(> One Year)	Total
	Local Govt Investment Pool	Fixed Investments	
General	\$3,050,206	\$1,428,118	4,478,324
Street	482,026	850,000	1,332,026
Transportation Capital	-5,057,287	0	(5,057,287)
Public Art	104,225	15,000	119,225
Park Impact Fee	182,775	930,000	1,112,775
Transportation Impact Fee	2,654,009	30,000	2,684,009
Swamp Creek Basin	-626,947	1,400,000	773,053
Transportation Benefit District	444,606	0	444,606
ARPA Fiscal Recovery Fund	5,083,096	0	5,083,096
Sammamish Bridge Replacement	1,341,849	0	1,341,849
Walkways & Waterways Debt Service	815,901	0	815,901
Real Estate Excise Tax	6,136,970	0	6,136,970
Park Capital	-5,692,270	0	(5,692,270)
Walkways & Waterways Bond	6,273,946	0	6,273,946
Surface Water Management	3,661,327	510,000	4,171,327
Surface Water Capital	312,263	0	312,263
Public Works Shop Fund	2,393,832	0	2,393,832
Strategic Reserve	509,496	850,000	1,359,496
Strategic Opportunities	687,226	0	687,226
Equipment Replacement	237,650	450,000	687,650
Trust & Agency	707,704	100,000	807,704
Totals	\$23,702,603	\$6,563,118	\$30,265,721

note: negative balances are due to pending transfers from other funds, not yet recorded.

City of Kenmore, Washington
Investment Schedule
October 31, 2022



Average Yield to Maturity-Securities							Overall Average Yield	0.55% 2.16%
Investment #	Type	Purchase Date	Maturity Date	Rate	Yield	Principal or Balance	Yield Equivalents	
Time Value Investments								
3135G05G4	FNMA	11/9/2020	7/10/2023	0.20%	0.20%	1,501,588.50	3,003.18	
3133EMHL9	FFCB	11/24/2020	11/30/2023	0.30%	0.30%	1,501,500.00	4,504.50	
3133EMMN9	FFCB	1/25/2021	1/11/2024	0.19%	0.19%	1,000,000.00	1,900.00	
3130AQTT0	FHLB	3/2/2022	2/28/2025	1.67%	1.67%	1,494,768.00	24,962.63	
9128286Z8	US TREAS	1/25/2021	6/30/2024	0.18%	0.18%	1,065,261.38	1,917.47	
Total TVI Purchases						6,563,117.88	36,287.77	

CD's								
								-
Total CD's						0.00	0.00	

TOTAL ALL SECURITIES **\$ 6,563,117.88 \$ 36,287.77**

Banner Checking and Savings	0.02%	2,975,888.19	595.18
Pacific Premier Savings	2.55%	3,181,147.66	81,211.52
LGIP - Primary Account	3.05%	11,257,626.71	343,267.55
LGIP - Bond Proceeds Account	3.05%	6,287,940.10	191,731.87
Total Accounts		\$ 30,265,720.54	653,093.89

City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 October 2022

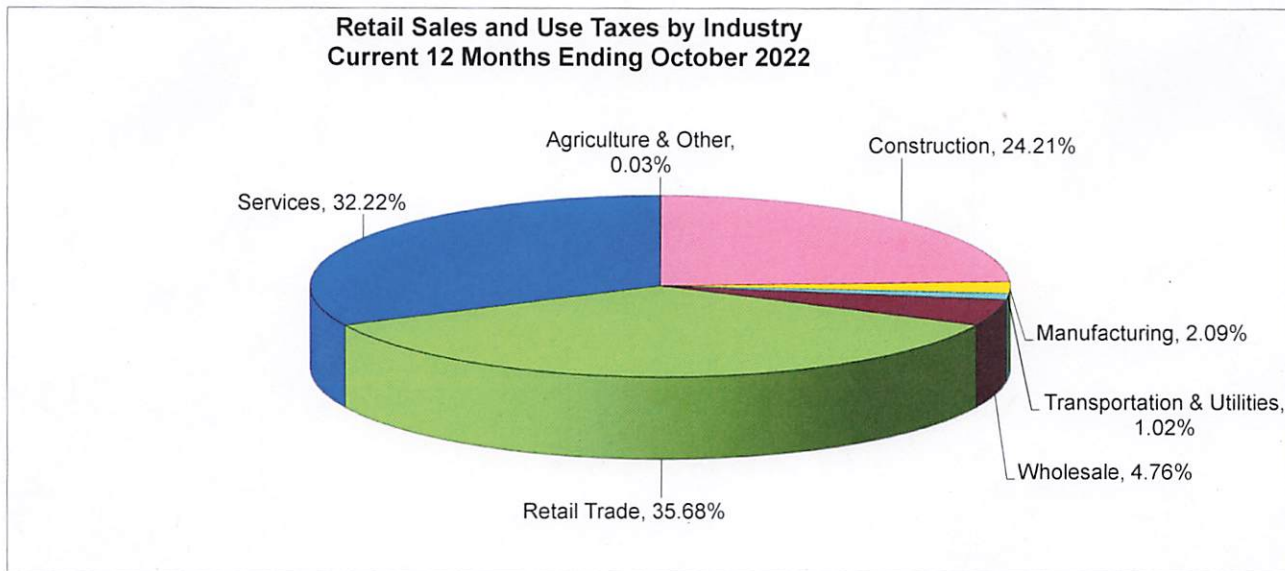
	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	50.27	0.00	50.27	0.0%
CONSTRUCTION	64,113.39	765.53	64,878.92	18.2%
MANUFACTURING	4,482.44	545.01	5,027.45	1.4%
TRANSPORTATION & UTILITIES	4,015.84	2,194.13	6,209.97	1.7%
WHOLESALE	17,115.76	1,134.05	18,249.81	5.1%
RETAIL TRADE	125,241.78	327.72	125,569.50	35.3%
SERVICES	113,027.60	1,188.47	114,216.07	32.1%
INFORMATION	10,113.90	51.08	10,164.98	2.9%
PUBLIC SERVICES	11.11	11,290.08	11,301.19	3.2%
	<u>338,172.08</u>	<u>17,496.08</u>	<u>355,668.16</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
October 31, 2022

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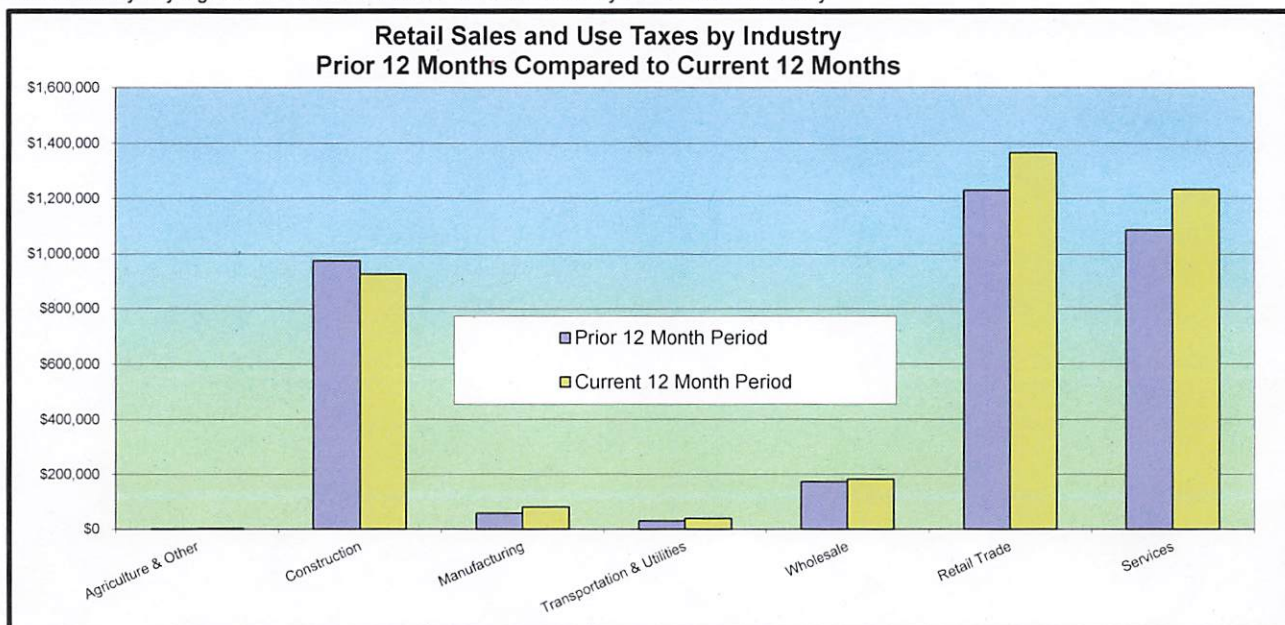


Industry	Prior 12 Months ending October 2021	Current 12 Months ending October 2022	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$804	\$1,003	24.74%	0.03%
Construction	975,043	926,268	-5.00%	24.21%
Manufacturing (Printing, Publishing, Other Manuf.)	58,247	79,829	37.05%	2.09%
Transp/Comm/Utilities (Telecomm., Air Transport.)	29,882	39,036	30.64%	1.02%
Wholesale (Lumber, Other Wholesale)	172,219	182,004	5.68%	4.76%
Retail Trade (Eating, Merchandise, Food Stores)	1,229,567	1,365,012	11.02%	35.68%
Services (Auction, Recreation, Auto Repair, Financial)	1,086,591	1,232,751	13.45%	32.22%
Totals	\$3,552,352	\$3,825,903	7.70%	100%
Increase/(Decrease)		\$273,551	7.70%	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City





Business of the City Council City of Kenmore, WA

<p>Subject/Topic: Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington.</p> <p>Proposed Council Action/Motion: Motion authorizing the City Manager to execute Contract 22-C2870 the Regional Coordination Framework Agreement for Disasters and Planned Events for Public and Private Organizations in King County, Washington.</p>	<p>For Council Meeting Agenda of: 11/28/22</p> <p>Department: Community Development</p> <p>Prepared by: Debbie Bent, Community Development Director and Kevin Lowery, Emergency Manager</p> <p style="text-align: right;"><u>Initial & Date</u></p> <p>Approved by Department Head: <u>DB 11/8/22 and KL 11/9/22</u></p> <p>Approved by City Attorney: N/A</p> <p>Approved by Finance Director: N/A</p> <p>Approved by City Manager: RK 11/17/22</p> <p>Exhibits/Attachments:</p> <ol style="list-style-type: none"> 1. Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington. 2. Contract 22-C2870 Regional Coordination Framework Agreement for Disasters and Planned Events for Public and Private Organizations in King County, Washington 3. Summary of key points in the Regional Coordination Framework and Agreement
<p>At the 11/28/22 Council meeting, staff recommends that Council pass a motion authorizing the City Manager to execute Contract 22-C2870 (Attachment #2), the Regional Coordination Framework Agreement for Disasters and Planned Events for Public and Private Organizations in King County, Washington.</p> <p>The attached (Attachment #1) Regional Coordination Framework (RCF) describes how emergency management organizations work together in the region and is supplemented by the associated agreement (Attachment #2) which helps to support mutual aid within King County. The RCF and the agreement were updated earlier this year. Currently the City of Lake Forest Park is the only signer from the Northshore Emergency Management Coalition (NEMCo). Being part of this agreement helps streamline the administrative process around requesting resources during a disaster, eliminates the need for numerous independent mutual aid agreements, and should help to expedite the overall resource request/allocation process. Attachment #3 summarizes key points in both the Regional Coordination Framework and associated Agreement.</p> <p>In 2016 an interlocal agreement was executed for Regional Emergency Management between the City of Kenmore (Contract 16-C1622), Lake Forest Park, King County Fire District No. 16, and Northshore Utility District to coordinate emergency management plans and programs. Joining the King County Regional Coordination Framework supplements the NEMco agreement.</p>	
<p><u>FISCAL CONSIDERATION:</u> No cost to participate in the King County Regional Coordination Framework</p>	
<p><u>COUNCIL PRIORITY BEING ADDRESSED:</u> Preparation for responding to emergencies.</p>	

Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County, Washington



King County

VII. F. Authorize the City Manager to execute Contract No. 22-C2870 the ...

Record of Changes

Date	Description of Change	Page #
2022-02	Non-substantive changes. Formatting (whole document)	4

Introductory Materials

Promulgation

The Regional Coordination Framework (formerly the Regional Disaster Plan) is intended to embody the true essence of regional collaboration and coordination. From its inception in 1998, by King County Motion #10566, this regional plan "... allows for shared resources and cooperation within existing capabilities and is consistent with emergency management priorities established by the governing body of each jurisdiction, special district, organization or appropriate agency." The value of the Framework that is that the organizational networking and administrative workload can be coordinated in advance of a disaster, thus expediting the response capability from partner to partner and throughout the region.

Approval and Implementation

The Framework was developed by an inter-jurisdictional and multi-disciplinary group called the Regional Disaster Planning Work Group (RDPWG). The RDPWG consisted of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM). All emergency management partners are included and encouraged to participate throughout the review and vetting process.

Modifications to the Framework and its related documents are shared and distributed to all partners. Ongoing reviews and feedback shall occur routinely. When Framework modifications have been vetted by KCOEM, and an initial review has been conducted by partners, KCOEM will present proposed changes or modifications to EMAC for review and endorsement. In accordance with King County Motion #10566, "Any draft regional plan proposed by the Emergency Management Advisory Committee (EMAC) should be submitted through each jurisdiction, special district, organization, or appropriate agency governing body for review and comment." Therefore, all updated documentation is presented for 'Open Comment' for at least 30 days. Emergency management partners are responsible for reviewing and vetting through their internal channels for any concerns and/or issues. Those concerns and/or issues that arise may be documented and sent to the King County Office of Emergency Management. All comments will be reviewed and addressed by KCOEM, which will in turn recommend amendments and/or changes to EMAC for consideration and recommendation.

According to King County Motion #10566, EMAC will "...report to the regional policy committee periodically on its progress in developing the plan, and bring forward to the regional policy committee significant policy issues arising in the process."

Distribution

EMAC formally endorsed the Framework and associated Agreement, and through their 'letter of endorsement,' began encouraging adoption by partners (public, private, non-profit) within their respective jurisdiction, agency and/or organization. The King County Office of Emergency Management will be responsible for collecting, gathering, and maintaining the emergency contact information for participating partners as well as the signatory sheets for those partners who are signatory to this Framework's associated Agreement.

In recognition of the expanding nature of this Framework and the partnerships it encourages, a comprehensive distribution list cannot be provided within this document. Please visit the King County Office of Emergency Management website for a full and current listing of partners to the Regional Coordination Framework and signatories to the associated Agreement. <https://kingcounty.gov/depts/emergency-management/emergency-management-professionals/regional-coordination-framework.aspx>

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I. Purpose, Scope, Situation Overview and Assumptions

Purpose

The Regional Coordination Framework for Disasters and Planned Events facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County, Washington. It provides a framework whereby cooperative relationships can be formed among public, private, tribal, and non-profit organizations to accomplish this common goal. Through the implementation of this framework, the resources and capabilities of the public, private, tribal, and non-profit sectors can be more efficiently utilized to minimize the loss of life and property and to protect the environmental and economic health within King County.

The Regional Coordination Framework is a voluntary guide to regional response and short-term recovery actions. Signatory partners are those organizations from the public, private, tribal, and non-profit sectors in geographic King County that are committed to working together in accordance with this framework and have signed the associated Agreement. There is no preferential treatment or priority given to those partners who are signatory to the Agreement versus those who are not. The benefit of being a signatory partner to the RCF and the Agreement is to save time during a disaster by having decision making authority for jurisdictions already in place and on file.

Scope

The RCF applies to any disaster or planned event that concurrently challenges multiple jurisdictions or multiple disciplines within King County or affects a single entity to such a degree that it relies upon external assistance. The Framework and the associated Agreement are intended to be utilized in conjunction with other state and local emergency plans, including but not limited to mutual aid agreements such as the Intra-state Mutual Aid System (within Washington State), the Emergency Management Assistance Compact (state-to-state), other public, non-governmental organization, tribal, or private sector agreements, and the Pacific Northwest Emergency Management Arrangement (States of Alaska, Idaho, Oregon and Washington and the Province of British Columbia).

The Framework addresses strategic response activities and allocation of incoming scarce resources for those disasters or planned events where normal emergency response processes and capabilities become overtaxed, or where there is a need for regional coordination of response operations shared situational awareness and coordinated public information due to the complexity or duration of the disaster(s). The

associated Agreement articulates the financial aspects of voluntarily participating in accordance with the Framework.

Although the focus is on disaster response, the Framework assumes future coordinated efforts to address regional protection, mitigation, preparedness, and recovery issues. Likewise, while relationships with other counties and neighboring jurisdictions are not specifically included in this Framework, they are not precluded from participating as a partner.

The framework describes five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

Situation Overview

Disasters and planned events can present unique challenges to the public and private sectors for the efficient and effective use of resources, the protection of lives and property, the protection of the regional economy, and the preservation of the environment or other essential functions. Natural or human-caused hazards may have impacts sufficient to require partners to seek assistance or manage emergency resources and supplies through use of this Framework. Specific information about natural or human-caused hazards may be accessed from emergency management jurisdictions.

Planning Assumptions

- No perfect response is implied by the availability of this framework
- Local, regional, and state resources may not be sufficient to respond to all needs in a timely fashion
- Damages to regional infrastructure may result in unreliable communications and slow delivery or distribution of requested resources
- Impacts to some partners may require assistance from other partners, adjacent counties, the State of Washington, Emergency Management Assistance Compact partners, or the Federal Government and other entities
- Emergencies may require the establishment and/or multi-jurisdictional coordination of emergency actions
- Participation in the Regional Coordination Framework is voluntary

- Acquisition, use, and return of resources as well as the reimbursement for those resources are guided by the associated Agreement
- Regional policy decision-making participants will vary from disaster to disaster
- All partners will comply with federal, state, and local legal obligations
- The King County Office of Emergency Management (KCOEM) will serve as the lead for regional emergency management activities. KCOEM will activate the Regional Communications and Emergency Coordination Center (RCECC) in support of disaster response or planned event coordination, during which the RCECC will be the focal point for information sharing and regional resource coordination
- First responders will continue to be directed by their incident commanders
- Each partner will retain its own internal policies, processes, authorities, and obligations and organize and direct its internal organization continuity

II. Concept of Operations

In the event of a disaster or planned event requiring central coordination at the RCECC, operational authority will remain with partners and local incident commanders. Local procedures will be followed and Emergency Operations Centers or Emergency Coordination Centers (EOCs or ECCs) staffed in accordance with partner plans. Procedures governing internal actions will be maintained by the partner. All necessary decisions affecting response, protective actions, and advisories will be made by those officials under their existing authorities, policies, plans, and procedures. Use of and adherence to the Regional Coordination Framework is voluntary.

The Framework provides a structure for disaster response operations that:

- Uses geographic divisions or zones of the county to:
 - Facilitate coordination of information sharing
 - Assist in the management of resource request processes, prioritization and tracking
- Provides centrally coordinated emergency functions within the region utilizing the King County RCECC
- Provides a mechanism for regional policy decision-making
- Augments existing mutual aid agreements by providing pre-designated legal and financial ground rules for the sharing of resources
- Is consistent with the National Incident Management System (NIMS) and is based on the Incident Command System (ICS)

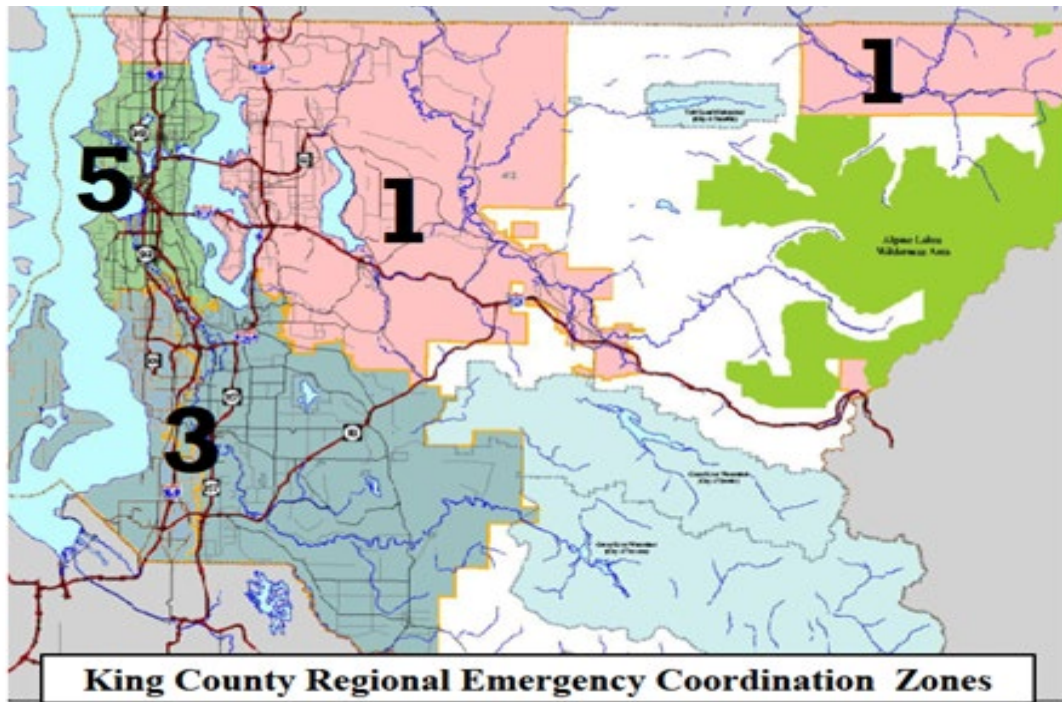


Figure 1: King County Emergency Coordination Zones (2012)

Geographic Divisions

Predetermined geographic divisions of the County have facilitated efficient preplanning efforts as well as the sharing of information and coordination of priorities, operations, and application of resources during a disaster or planned event. The three Regional Emergency Coordination Zones correlate to the existing King County Fire Zones are (see Figure 1):

- Emergency Coordination Zone 1 – North and East King County
- Emergency Coordination Zone 3 – South King County
- Emergency Coordination Zone 5 - the City of Seattle

Each Zone may develop protocols and procedures for carrying out inter- and intra-zone coordination and response functions. During the response to a disaster or planned event, these zone coordination functions may operate through a Zone Coordinator from the King County RCECC or in a decentralized location.

Organizations that provide services throughout geographic King County (“regional service providers”) may not have the resources to coordinate their service delivery and response activities directly with all three Emergency Coordination Zones simultaneously. Instead, these regional service providers may provide a single point of coordination through the King County RCECC. Examples of regional service providers include: public health/medical, banking and finance, energy, transportation, information

and telecommunications, agriculture, emergency services, chemical industry, food, water, etc. Regional service providers may provide a representative directly to the affected zone and/or the King County RCECC.

Central Coordination

Where central coordination of regional emergency actions is needed, the King County RCECC may provide a location from which to coordinate.

In accordance with the National Response Framework, the King County RCECC utilizes a hybrid response organization that embeds subject matter experts into the Incident Command System structure through Emergency Support Functions (ESFs). The ESFs, listed below, represent fifteen broad categories that enable subject matter expertise, like resources, and similar capabilities to be aligned into groups to aid coordination.

ESF 1 – Transportation	ESF 9 – Search & Rescue
ESF 2 – Communications	ESF 10 – Oil & Hazardous Materials
ESF 3 – Public Works & Engineering	ESF 11 – Agriculture & Natural Resources
ESF 4 – Fire Response	ESF 12 – Energy
ESF 5 – Emergency Management	ESF 13 – Public Safety & Security
ESF 6 – Mass Care, Housing, & Human Services	ESF 14 – Recovery
ESF 7 – Resource Management	ESF 15 – External Affairs
ESF 8 – Public Health, Medical and Mortuary Services	ESF 20 – Military Support to Civil Authorities

In its role as an Emergency Coordination Center, the King County RCECC facilitates operational response at the regional level and supports operational response activities that are managed at the local level; the RCECC does not make operational decisions for local jurisdictions or partners unless specifically requested. Rather, the RCECC facilitates regional support activities that have been developed collaboratively amongst the appropriate stakeholders, represented through the ESFs and Zone Coordinators.

When the RCECC has been activated, Zone Coordinators and regional service providers may coordinate their efforts from the King County RCECC, via their respective ESF Coordinator, the EOC/ECC of their local emergency management jurisdiction or most impacted partner. Coordination between regional service providers and partners may be from locations remote to the RCECC by electronic means. Healthcare organizations will coordinate through the Northwest Healthcare Response Network, which will in turn coordinate with emergency management jurisdictions through ESF 8, Public Health, Medical and Mortuary Services.

When the RCECC has not been staffed by ESFs, partners will continue to coordinate with other partners, contractors, or mutual aid partners and will brief their local EOC/ECC or emergency management office (with emergency management jurisdiction as defined in RCW 38.52) and the King County Office of Emergency Management (KCOEM) Duty Officer if appropriate. Partners should establish a relationship with their local emergency management jurisdiction in advance.

Once the RCECC has been activated, the RCECC will be contacted through the main RCECC email, radio talk group, or phone number. Information and resource requests will be directed to the most appropriate combination of zone coordinator(s), logistics, planning, or operations (ESFs) sections for their actions.

The King County RCECC Regional Communications and Emergency Coordination Center (KC RCECC) facility is located at 3511 NE 2nd Street, Renton, Washington, 98056.

Transition from regional response to regional long-term recovery

Response efforts at the RCECC entail the immediate actions needed to protect lives and safety of the population, protect or affect temporary repairs to infrastructure, and protect property or the environment. Long-term recovery includes permanent repair, relocation, or replacement of that infrastructure or property. Long-term recovery may take months or many years depending on the nature of impacts. Long-term recovery and potential federal assistance to tribal nations, the public and private sectors is governed by the Stafford Act and other documents with specific terms including the Code of Federal Regulations and Treaties. A separate document addresses regional long-term recovery.

III. Responsibilities

In accordance with Ordinance 17075, King County Government has the responsibility to foster cooperative planning within regional concepts to its emergency mitigation, preparedness, response, and recovery efforts and to serve as the coordinating entity for cities, county governmental departments and other appropriate agencies during incidents and events of regional significance. In addition, King County shall enter into mutual aid agreements in collaboration with private and public entities in an event too great to be managed without assistance.

When an emergency impacts regional King County, the King County RCECC and local EOCs or ECCs may be staffed to address the consequences of the emergency impacts to the public, government, and regional partners or to support regional first responders.

This section of the framework introduces the concept of a regional coordination process that may be needed to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources or transition into long term recovery. The diagram below describes the structure and relationship of regional organizations in response. Also, see Direction and Coordination as well as the Terms and Definitions at the end of this framework.

All Signatory Partners will:

- Identify an Emergency Point of Contact
- Work with their authorized emergency agency in their operations or coordination centers as identified under RCW 38.52.070
- Develop, maintain, and utilize internal emergency plans and procedures
- Direct information and resource communications to their local Emergency Operations or Coordination Center, or the RCECC Section as appropriate
- Equip and train a workforce to sustain emergency operations
- Participate in the development of this framework
- Seek and secure mutual aid documentation
- Abide by the caveats of this Framework's associated Agreement
- Request regional decision-making on policy issues as needed

The mechanism for regional policy coordination:

- Collaboration on the execution of emergency powers, suspension or limitation of civil liberties
- Collaboration to establish strategic priorities for the allocation of limited resources in support of King County strategic goals and regional objectives
- Communicate with partners and the general public directly or to the public through the RCECC Joint Information Center (JIC)

Elected and Appointed Officials will:

- King County Executive will serve as the facilitator of the mechanism for regional policy decision-making
- Establish and work through their authorized Emergency Operations or Coordination Centers
- Utilize their established emergency and continuity plans
- Identify Emergency Points of Contact for the jurisdiction with full authority to commit or request resources, personnel, and make decisions on behalf of the jurisdiction

- Work with and through their designated emergency managers for resource needs that cannot be filled within their jurisdiction, mutual aid agreements, available private sector sources, or within the emergency management zone
- Coordinate with private sector partners through their designated EOC or ECC
- Issue emergency proclamations and implement authorized emergency powers
- Coordinate selection and implementation of emergency powers through the mechanism for regional policy decision-making
- Abide by the caveats of this Framework's associated Agreement

RCECC Incident Manager will:

- Direct RCECC coordination activities
- Recommend formation of and composition of a mechanism for regional policy decision-making
- Keep the those involved with regional policy decision-making informed of policy issues, incident coordination and progress
- Communicate regional policy decisions to the RCECC staff
- Recommend and have drafted a County emergency proclamation as needed
- Work with and direct the Joint Information Center and functional sections of the activated RCECC
- Host Zone Coordinators and regional partners as liaisons to the RCECC
- Establish and adjust regional objectives, identify policy issues, and allocate resources with input from Zone Coordinators and regional service providers
- Facilitate regional situational awareness, Common Operation Picture and information sharing with regional partners and the public
- Facilitate an effective and efficient resource management process

RCECC Joint Information Center will:

- Communicate information to the public and partners that may affect their lives, safety, health, property, or services
- Implement a Joint Information System to assist in coordinating public information

Zone Coordinator(s) may:

- Represent the cities within their designated zone in the RCECC
- Collect and communicate information to the RCECC and the Incident Manager
- Collaborate with the Incident Manager to establish and adjust regional objectives, identify policy issues, and allocate resources
- Direct partner representatives to seek resources within their zone before forwarding requests to the RCECC

- Request regional decision-making on policy issues with notice to the emergency managers
- Maintain situation awareness on needed policy issues and resource requests
- Make limited operational decisions on behalf of their designated zone
- Facilitate information sharing between RCECC and Zone

RCECC Sections will:

- Develop situational awareness and support information sharing throughout the region and up to the state.
- Receive, allocate, track resource issues from county departments and regional partners. Any resources that cannot be provided from within the geographic county shall be attained via contract or forwarded onto the state for action.
- Manage and retain documentation in support of the incident.
- Serve as network control for regional radio communications between regional Emergency Operations or Coordination Centers

Local Authorized EOCs and ECCs will:

- Work within their organization's and zone's resources and capabilities before requesting resources from the RCECC
- Communicate resource requests to the RCECC Logistics Section and their Zone Coordinator in the RCECC when availability within their zone has been exhausted
- Include private sector, non-governmental sector, and tribal nations in local EOC decisions, information sharing and resource management
- Utilize the appropriate mechanism for resource requests to the RCECC
- Support the functions and protocols established in this framework
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization
- Participate in decision making conference calls or physical meetings as appropriate and conditions allow

Emergency Contact Points will:

- Be in an established line of succession that includes names, addresses, and 24-hour phone numbers for each partner
- Make emergency contact information available to regional partners, King County OEM, and the RCECC when staffed
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization

- Participate in decision-making conference calls or physical meetings as appropriate and conditions allow

Resource Lenders will:

- Make available such resources as will not deter the Lender of the ability to continue efforts toward its own response objectives
- Abide by the conditions described in this Framework's associated Agreement

Resource Borrowers will:

- First seek and exhaust access to resources within their organizational authority
- Seek mutual aid and commercial resources within their emergency management zone
- Request resources through the King County RCECC in accordance with this Framework's associated Agreement

State of Washington will:

- Seek and accept damage reports and situation reports from the King County RCECC
- Accept and process resource requests received from the King County RCECC
- Seek sources of assistance to fill regional King County logistical needs
- Proclaim a state of emergency, if warranted

Federal government will:

- Provide response assistance to the State of Washington as available and requested under a state proclamation of emergency
- Direct appropriate federal agencies to lend assistance to the State of Washington where possible
- As appropriate, declare a state of emergency in support of response and recovery from the impacts of an emergency in Washington State and/or to regional tribal nations

IV. Direction and Coordination

The Regional Coordination Framework does not carry the authority of code. It is a voluntary agreement between partners to the Regional Coordination Framework and the associated Agreement and any annexes that may be crafted for the benefit of the region. King County and each authorized emergency management agency within King

County are required to have, maintain, and implement their own emergency plans in accordance with Revised Code of Washington (RCW) 38.52. Similarly, other public entities, private sector, non-governmental organizations (NGOs), and tribal nations may maintain plans that describe how they will direct and manage emergencies within their scope of authority. The National Incident Management System (NIMS), National Response Framework and King County Ordinance 17075 are the basis for the regional direction and coordination function described here.

Purpose

The purpose of this section is to identify a mechanism for regional policy decision-making, a process for policy coordination and strategies for the allocation of limited resources to regional disasters within established criteria and priorities.

Situation and Scope

Tactical direction and control of resources available to onsite/on scene incident commanders remains within the established organizational direction of the incident commander. See this Framework's associated Agreement.

Loaned employees remain the employees of the lending organization while under the direction of the borrowing organization during their assignment.

Where regional policy decision-making is needed, elected officials may enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources under proclaimed emergencies. Regional Partners may not be bound by all of the regional decisions made. Decisions may impact regional partners that are not signatories to the Framework's associated Agreement.

All political subdivisions retain the authority to direct requests for assistance to the Washington State Governor's Office and the State Emergency Management EOC.

Establishing Regional Decision-Making

Regional policy decision-making may be informed by the King County Executive, Local Health Officer, the legal representative(s) of cities and tribal nations as required by the disaster and subject matters experts, as necessary. Initial coordination between impacted regional partners may occur through the initiation of a conference call by the King County RCECC, the request for such coordination by one or more Zone Coordinators, or at the request of one or more partners. Subsequent meetings, whether at the RCECC or by conference call will be scheduled and announced to all authorized emergency management agencies in sufficient time to allow maximum participation.

Coordination meetings and call announcements will include representatives from authorized emergency management agencies under RCW 38.52.070 and tribal nations. The interests of private sector and non-governmental organizations should be represented by their most appropriate authorized emergency management agency.

The King County Executive or designee will facilitate the meetings whether virtual or conducted at the RCECC. Partners and representatives participating in regional policy decision-making may vary from disaster to disaster depending on the experienced impacts to the region. All partner representatives must have the authority to represent their organization for consensus decision-making and commitment or request resources. Verification of personnel will be conducted internally through local EOCs or ECCs.

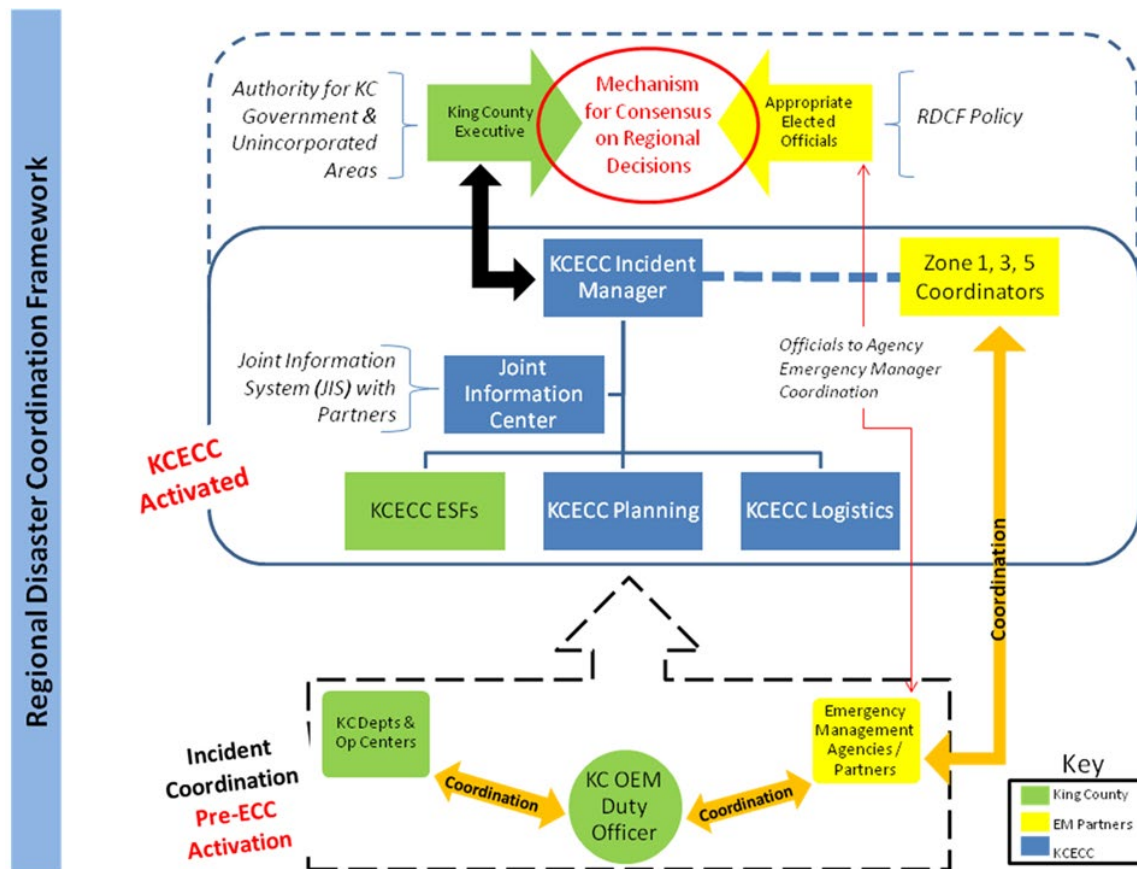


Figure 2: Information and escalation flow for regional policy decisions

Establish regional response priorities, policies, and decisions

Information guiding the decision-making process will be made available to all partners prior to the conference call or physical meeting.

Policy deliberations will occur between the County Executive and whichever cities and tribal nations are needed to participate in regional policy decision-making. When regional decision-making is needed, all attempts will be made to come to consensus on all decisions.

General criteria for policy decisions will include doing the most good possible within each category and may include but is not limited to:

- Preservation of life, safety and preservation of human health
- Caring for vulnerable populations
- Preservation of public infrastructure and property
- Protection of the regional economy
- Protection of the environment
- Preservation of private property

The King County Incident Manager will assign someone to document the announcement of the conference call and/or physical meeting, the participants and attendees, the agenda, decisions, next steps, and known or anticipated future conference calls or meetings times/dates and locations as may apply.

Policy decisions will be communicated through local Emergency Operations and Coordination Centers and disseminated via the Joint Information System.

V. Information Collection, Analysis, and Dissemination

For the purposes of the Regional Coordination Framework, the collection, analysis, and dissemination of information include Situational Awareness and Public Information.

Situational Awareness

Situational awareness is knowing what is going on around the region, understanding what needs to be done in the region, and distributing such information to regional partners.

Purpose

The purpose of this section is to describe the process of how the region establishes and maintains situational awareness during regional incidents and events. This process is critical to effectively create stability, implement response, and undertake recovery within the region. With this process documented, the region will have a major component of its Common Operating Picture (COP) established.

Situation and Scope

Situational awareness is developed by timely and accurate information about the level of impact, resources currently utilized in the response, resources available to support the response, and perceived needs of the jurisdiction, partner and public. Each entity manages the information and needs specific to that entity and its area of responsibility. When entities share their specific situational awareness with each other and partners develop an understanding of each other's impacts and needs, a Common Operating Picture (COP) is created. The development and management of situational awareness and a Common Operating Picture are vital to effective and efficient response and proactive planning on a regional level.

Responsibilities

It is expected that all partners (public entities, tribal nations, private sector, and non-governmental organizations) manage their own situational awareness streams. When disasters occur, impacted partners will consolidate damage and situational information with their most appropriate emergency management jurisdiction EOC or ECC. Local EOCs and ECCs will relay all appropriate information to the King County RCECC. The region's situational awareness and Common Operating Picture are dependent on all streams of information.

The County Zone Coordinators will play a pivotal role by incorporating information from their related geographic areas into the region's COP. The King County RCECC will have the responsibility to collate these streams into a shared situational awareness as part of the region's COP.

Concept of Operations

Information collection, analysis, and dissemination are critical elements that must be maintained before, during, and after a disaster. Through coordination and collaboration, KCOEM and regional partners support a regional information management strategy through all phases of emergency management with a particular emphasis on both preparedness and response to ensure a smooth transition into a response drive information management cycle.

Since situational awareness is part of a larger COP, an information management cycle (often referred as a reporting cycle) will be developed to facilitate regional partners providing their information streams. The cycle will identify when information will be collected and distributed.

The 24 hour cycle of the regional planning clock consists of two operational shifts within the RCECC, beginning at 0700 and 1900 respectively. In general, the RCECC will

compile information and publish it in a situation report every 12 hours. Additionally, snapshots, brief updates to the more complete situation report, may be generated every three hours. Partners are expected to maintain the capability to share and receive information and to actively participate in information sharing within the region.

Recognizing that not every incident will occur on a timetable to easily fit within the 24 hour planning clock established; the King County RCECC may adjust the planning clock as necessary but will always strive to attain a 0700 and 1900 cycle. One benefit of the planning clock is the pre-determined sequence of events that are necessary to best prepare for and inform critical decision making throughout the response coordination. The planning clock recognizes the importance of sequencing events where the collection and analysis of available information is followed by internal briefings, distribution of information to partners and the public, internal and external conference calls, and objective setting for future operational periods. The schedule of these information management steps recognizes the local and national media deadlines for the morning work commute (usually about 0430) and the evening commute deadline (usually about 1500).

Fundamental products of situational awareness such as snapshots, situation reports, etc., are designed to represent the current situation and ultimately project the future status of an incident or event. Essential elements of information will be identified for each disaster or planned event. At a minimum the following essential elements of information will be incorporated within snapshots and situation reports:

- Current situation or situation update
- Availability of regional services
- Local operation and coordination center activation status(es)
- Impact on and response by geographic area (i.e. city or zone) or Emergency Support Function (i.e. transportation, public health, utility, etc)

References

- Zone 1, 3, and 5 Situation Report Templates
- KC RCECC Situation Report and Snapshot Templates
- King County CEMP
- List of Plans-Reference to “Plans Inventory”

VI. Public Information

A cooperative and technically effective use of the media, Internet, social media channels, and community warning systems will provide the best chance of conveying life-safety and public awareness information to large numbers of at-risk people.

Purpose

The purpose of this section is to establish a regional Joint Information System (JIS) that will support emergency response through the effective development, coordination, and dissemination of emergency public information in the event of a wide-spread emergency or disaster within King County. The expected outcomes of this coordinated planning effort are intended to facilitate:

- Coordinating communications between agencies, tribal nations, and organizations with the media and public for accurate and consistent messaging
- Establishing a central point for information distribution on behalf of partners needing public information assistance as well as facilitating regional information coordination
- Expanding the utility of electronic notification systems to include online multi-organizational systems to intentionally enhance information sharing amongst partners
- Establishing and/or utilizing redundant community warning systems to ensure messaging is sent to impacted areas by the most expedient means possible

Situation and Scope

When multiple regional partners recognize a need to coordinate the distribution of emergency information to the public, a Joint Information System may provide a process for consistent messaging. A Joint Information System may include a wide range of public, private, non-governmental, or tribal partners to include partners from beyond the geographic boundaries of King County.

Responsibilities

All partners are invited to contribute to this communication capability. While there are some agencies, prescribed by law or designated authority, that are responsible to enact specific systems, such as the Emergency Alert System and other jurisdictional or community warning systems (i.e. reverse 911 capabilities), it is with the combined and coordinated use of all our collective communication systems that we can reach the broadest number of people with the most accurate information.

Public and Tribal Entities

E911 Centers in King County, The King County RCECC, Public Health - Seattle & King County, cities, special purpose districts, and Tribal EOC's, National Weather Service, Washington State Emergency Management Division, are all

examples of public sector organizations and Tribal Nations with warning and notification capabilities. These organizations use their access to electronic notification systems, websites, web-based systems, reverse dialing from 911 database, social media, PIO's, media releases, phone banks, trap lines, and volunteers who hand deliver information to disseminate and receive critical information.

Private Sector

Private partners can aid in warning and notification by coordinating the release of critical information or receiving information through their own internal communication processes and working within the Regional Joint Information System (see below for definition) to disseminate and receive critical information.

Non-Governmental Organizations (NGOs)

Non-government organizational partners also aid in reaching the more vulnerable populations that may not receive warning messages from more traditional means. Ensuring that NGOs support the receipt and dissemination of critical information is critical to meeting the needs of vulnerable community members.

Concept of Operations

This section assumes that regional partners will establish a public information function to provide emergency information and warning to their respective communities and constituent's before, during, and after a disaster or planned event. This emergency information function should include the coordination of information with other affected organizations. For the purposes of the Regional Coordination Framework, we are addressing the need to coordinate for a wide scale disaster with regional impacts.

Notification and Warning

There are multiple warning systems that currently exist throughout all levels of government that provide alert and warning notification to governmental agencies as well as the public. Details on specific systems can be accessed through the appropriate local emergency management jurisdiction. Non-governmental, private and non-profit partners should be familiar with the various systems available through their respective emergency management jurisdiction. All partner organizations should also be familiar with the various systems utilized by partner emergency management jurisdictions to activate support personnel and Emergency Contact Points identified in accordance with this Framework. All partner organizations are encouraged to use their agency's email, social media sites, and phone systems to pass on appropriate warnings to employees and customers.

Joint Information Centers/System (JIC/JIS)

Joint Information Centers (JICs) are physical and centralized locations from which public affairs and critical emergency information responsibilities are performed. JICs facilitate operation of a Joint Information System (JIS) – the mechanism used to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and organizations.

The King County RCECC will activate a regional JIC/JIS as needed to verify and align various streams of information, and release timely messages to the media, key stakeholders, and the general public. This information is issued in cooperation with affected jurisdictions, agencies, and organizations. Regional partners may be asked to send a representative to assist with JIC/JIS operations, either through direct support within the JIC or via remote access (phone, internet, video conferencing). This does not preclude any jurisdiction, agency, organization, or Tribal Nation from issuing information that pertains to them exclusively; however it is highly recommended that the regional JIC/JIS be informed of those communications.

References

- King County CEMP ESF 15
- King County Emergency Coordination Center Operations Manual
- King County Public Information Officers (PIO) Procedures Guidelines
- Regional Joint Information Center (JIC) Manual

VII. Communication

The ability to communicate through a variety of different mediums in order to share timely information and to gain accurate situational awareness is critical during disasters and planned events. During a large scale regional disaster it is paramount to sound decision-making.

Purpose

The purpose of this section is to establish a communication process where regional partners will have the capability to access information “lines” to the King County RCECC, while establishing one central location to collect, prioritize, and disseminate information. These access modalities can generate from several different technologies. Redundant systems are in place for better odds of gaining access during times when many of these communication modes may not be functional.

Situation and Scope

This section of the Framework describes the communications process and systems needed to manage information collection and distribution during a disaster or planned event as the organizational structure expands and contracts within geographic King County.

Responsibilities

It is expected that all partner organizations will endeavor to obtain and maintain a variety of ways to communicate their status and resource needs to their respective emergency management jurisdiction and the King County RCECC during disasters and planned events. The King County Office of Emergency Management will test these internal communication systems on a regular basis to ensure communication connectivity with regional partners. Maintaining communication connectivity is critical to successful response during a disaster. It is expected that regional partners will work with KCOEM to maintain their internal communications systems, test them, and improve upon them as resources allow.

King County RCECC may act as a network control manager for radio frequencies and talk groups used to maintain situation awareness, support decision-making, manage resources, or to continue regional services.

Concept of Operations

To facilitate internal communication for situational awareness, partners have a variety of means at their disposal to give and receive information.

Emergency communications includes tools, processes, interoperability, and redundancy that govern the management of information, warning and notifications, decision-making, and resource management. Survivable infrastructure is an important element of the support needed to ensure continuous communications within and between regional partners. Available tools may include email, regular phone service, cell phones, 800 MHz radios and talk groups, VHF radio frequencies, amateur radio, facsimiles, the internet, social media, reverse 911 programs, or other technology.

King County, in cooperation with other local jurisdictions and organizations, will support regional collaboration and information sharing. The RCECC will serve as the primary information hub for regional communications including a regional Common Operating Picture. Information on operational or policy topics may be posted as available.

References

- King County Communications Plan
- Tactical Interoperable Communications Plan

VIII. Administration, Finance, and Logistics

This section to the Regional Coordination Framework describes the maintenance of the document and the management of resources in response to emergency impacts to geographic King County. The financial management of costs and expenses incurred during an emergency is covered in the associated Agreement to this Framework.

Resource Management

Mutual Aid is considered the pre-agreed sharing of resources between entities to support response activities. During a disaster or planned event, requests for mutual aid within the zone should be the first call for help. During a disaster or when requests for mutual aid cannot be granted, any threatened participating organization can request resources from other participating organizations. This document facilitates the sharing of resources amongst regional partners willing and able to share resources.

The Resources section of the Regional Coordination Framework Agreement addresses resource lending and borrowing protocols. When a disaster is large or complex enough to initiate an emergency proclamation from the city, county or state level; various emergency powers may be enacted to aid and support resource management. Only jurisdictional cities, counties and tribal nations can sign an emergency proclamation. If further support is needed, the chief elected official or their successor/designee of the affected partner will proclaim an emergency, and then contact their designated Zone Coordinator or other Point of Contact and/or the King County RCECC to request further assistance.

Assistance may be requested by using one of the following mechanisms:

- A request or supply of resources under the auspices of this Framework's associated Agreement, or
- A request or supply of resources under the auspices of Intra-State Mutual Aid or Emergency Management Assistance Compact, or
- A request or supply of resources under the auspices of another form of mutual aid or other assistance.

Resource management involves knowing what resources are available to the region or county (inventory), identifying them based on what they are and what they can do (type and kind) and developing procedures and protocols for their use (request, dispatch, demobilization/recall).

Purpose

The purpose of this section is to describe a resource management process which regional partners within King County will follow in a disaster.

Situation and Scope

This section of the Framework describes the processes for management of regional finance and logistics during and after a disaster impacting regional partners to the Regional Coordination Framework and associated Agreement. This Framework expands on those principals described under Intra-State Mutual Aid RCW 38.56 for sharing resources.

Responsibilities

Regional partners will endeavor to obtain the ability identify, inventory, request, deploy, track and recall the critical resources needed to respond to, and recover from, any disaster.

Logistical and resource coordination will be through the three King County Emergency Coordination Zones and the King County Regional Communications and Emergency Coordination Center (RCECC).

The staff of the activated RCECC will coordinate and support regional resource management activities in collaboration with the region's Resource Management Workgroup through all phases of emergency management. Since resource management is critical to a successful resolution during a disaster, it is important that each regional partner commits to establish a process to describe, inventory, request, deploy and track resources within their jurisdictions and to work in a cooperative effort with the King County RCECC.

Equipment, supplies, and personnel needed by partner organizations should be sought first from within their own agency/jurisdictions/organization, other local sources, mutual aid agreements, then within the King County Fire/Emergency Management zone, and then from King County RCECC. Resource needs beyond the capacity of the local level and King County will be forwarded to the State of Washington or through the State to the Federal Government.

Regional Coordination Framework partners will follow the legal and financial guidelines established in the associated Agreement.

In situations where important resources are scarce, the regional decision-making mechanism may be utilized to recommend strategies for resource management. The King County Executive, or designee, still retains the authority for King County government resource priorities and distribution. As noted earlier and also reflected in the Framework's associated Agreement, all entities retain authority over their resources, and respective elected officials retain authority over their government resource priorities and distribution. See Direction and Coordination.

Concept of Operations

King County Office of Emergency Management maintains a 24/7 duty officer capability to assist partners during events when coordination needs arise. When activated for disasters or planned events, the RCECC will be the focal point for resource management for all regional partners within King County, King County government and unincorporated areas.

KC RCECC, in cooperation with other local jurisdictions, will

- Provide technology to assist with the primary tasks associated with resource management
- Manage a process to describe, inventory, request and track resources
- Activate these systems before and during a disaster/event
- Dispatch resources before and during a disaster/event
- Deactivate/demobilize or recall resources during or after a disaster/event

The KC RCECC will accept resource requests utilizing information provided on accepted forms. The resource requests will be accepted by: phone, email, radio, facsimile, hardcopy or any verifiable electronic method. Confirmation of receipt with the requestor will be made as soon as possible.

Requests for resources should be stated in terms of need (i.e. type and kind, mission requirements, etc.) and the particular resource if known. Should clarification of the request be required, follow-up may be conducted by a RCECC Logistics Section staff member, appropriate Zone Coordinator, or appropriate ESF representative.

The KC RCECC will update the resource request status, ensuring full disclosure of where the request is within the process. All requested resources will be tracked through completion of assignment as many resources will be in high demand amongst the many regional partners within King County. Effective and efficient response coordination is

aided by expeditious reassignment of resources from partner to partner rather than having a high demand resource is completely demobilized from the disaster and returned to its parent organization prior to reassignment to another requesting partner.

The borrowing organization will maintain status and resource information for effective and efficient resource use. Resources committed to a disaster will remain available to that incident site until they are released by the on-scene command structure or re-called by their own organization.

When resources are no longer needed, they will be released and demobilized by the on-scene Incident Commander/Manager, the organization that made the initial request, or the RCECC Incident Manager. The requestor must ensure that the resource is in the agreed upon condition prior to returning to the lending agency or vendor. In addition, the requestor must communicate the resource status to the KC RCECC for tracking.

References

- Memorandum of Understanding for Coordinated Policy and Decision Making During an Emergency
- Resource Typing System Governance Document
- King County CEMP ESF 7 Resource Support
- KC RCECC Resource Request Process
- Revised Code of Washington 38.56

IX. Document Development and Maintenance

Planning Limitations

This Framework and associated Agreement forge new territory as a cooperative agreement among public and private organizations, and as such, may not have completely anticipated the issues in public/private cooperation and resource sharing. During simulations, exercises, or real disaster, interactions may occur that illustrate shortcomings in the design that would require modifications or clarifications in this Framework.

In a situation where the King County RCECC cannot perform the duties outlined in this document, those duties could be assumed by the Washington State EOC.

Regional partners to this Framework will make every reasonable effort to prepare for their responsibilities identified within this document in the event of a disaster. However, all resources and systems are vulnerable to natural, technological and human caused

disasters and may be overwhelmed. Regional partners can only attempt to respond based on the situation, information and resources available at the time.

There is no guarantee implied by this Framework that a perfect response to a disaster or planned event will be practical or possible. Regional partners, including their officials and employees, shall not be liable for any claim based upon the exercise of, or failure to exercise or perform a public duty or a discretionary function or duty while carrying out the provisions of this Framework.

Training and Exercises

Training

Training is a vital component to helping all regional partners understand the purpose and scope of the document. Collaboratively, regional partners are responsible for training their organizations to the purpose, scope and operations of the Framework. The King County Office of Emergency Management is responsible for assisting potential partners with training their community or organization. The training effort can be accomplished through presentations to public, private and non-profit organizations on the benefits of working within the auspices of the Regional Coordination Framework.

Exercises

Exercises are conducted to determine if the Framework is operationally sound. Exercises of the Regional Coordination Framework may be conducted collectively as a county region, by zone or by individual partner. Evaluations of exercises will identify strengths and weaknesses encountered during the exercise and may identify necessary changes to the document and components. In conjunction, training may also be identified to facilitate in overall effectiveness of the Framework and its support documents.

Ongoing Document Development and Maintenance

This framework has been developed and will be regularly updated by the Regional Disaster Planning Work Group. The Work Group consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM).

The King County OEM will ensure continuity of the Regional Disaster Planning Work Group, which will coordinate updates to this document. King County OEM will maintain

and publish the Framework and supporting materials on the King County OEM web site at <http://www.kingcounty.gov/prepare>.

Suggested changes will be considered yearly and can be mailed to: King County Office of Emergency Management, 3511 NE 2nd Street, Renton WA 98056. Faxes will be received at (206) 205-4056. Telephone messages can be left at OEM's general number: (206) 296-3830. The King County OEM Plans Manager is the staff person specifically tasked with the maintenance of the Regional Coordination Framework, its associated Agreement and any annexes to the Framework.

Modifications to this Regional Coordination Framework and its associated Agreement will be developed by the Regional Disaster Planning Work Group and then submitted to the Emergency Management Advisory Committee for review and comment. Further vetting with regional partners beyond the membership of EMAC will also be conducted.

X. Terms and Definitions

'Agreement' – refers to identical agreements executed in counterparts which bind the executing signatory partners to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the Agreement are all identical and the execution of the Agreement binds a signatory partner to all other signatory partners who have executed identical Agreements in counterparts. To be effective for purposes of receiving Emergency Assistance, this Agreement and the Regional Coordination Framework must be fully executed and received by the King County Office of Emergency Management.

'Borrower' – refers to a signatory partner who has adopted, signed and subscribes to the associated Agreement, and has made a request for emergency assistance and has received commitment(s) to deliver emergency assistance pursuant to the terms of the Agreement.

'Disaster' – refers to but is not limited to, a human-caused or natural event or circumstance within the area of operation of any participating partner causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected signatory partner, in terms of personnel, equipment and facilities, thereby requiring emergency assistance.

‘Emergency Contact Points’ – refers to the persons, in a line of succession, listed on the Emergency Contact Information Form to be submitted to the Zone Coordinator and the King County Office of Emergency Management by each partner. The list includes names, addresses, and 24-hour phone numbers of the Emergency Contact Points of each partner. The people listed as Emergency Contact Points will have (or can quickly get) the authority of the partner to commit available equipment, services, and personnel for the organization. Note: The phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contact Point(s) is acceptable.

‘Emergency Operations or Coordination Center (EOC/ECC)’ – refers to a location from which coordination of emergency response and recovery functions can be hosted.

‘Framework’ – ‘Regional Coordination Framework for Public and Private Organizations in King County’ (“Framework”) means an all-hazards architecture for collaboration and coordination among jurisdictional, organizational and business entities during emergencies in King County.

‘Lender’ – refers to a signatory partner who has signed the Agreement and has agreed to deliver Emergency Assistance to another signatory partner pursuant to the terms and conditions of the Agreement.

‘Long-term Recovery’ – (FEMA description) refers to the phase of recovery that may continue for months or years and addresses complete redevelopment and revitalization of the impacted area.

‘National Incident Management System’ (NIMS) – (FEMA description) refers to the systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

‘RCECC’ – refers to the King County Regional Communications and Emergency Coordination Center; the location from which information and resource management is conducted in support of disasters or planned events.

‘Region’ – refers to geographic King County and its adjacent jurisdictions.

‘Regional Partners’ – refers to all public, private, non-governmental, or tribal organizations that may or may not be signatory/subscribing organizations to the Regional Coordination Framework, the associated Agreement and its annexes.

‘Regional Policy Decision-Making’ – refers to the mechanism established to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, and/or determine strategies for the allocation of scarce resources under proclaimed emergencies.

‘Regional Service Providers’ – refers to those organizations, both public and private, that provide services to the region. These may include but are not limited to: adult and juvenile detention facilities, water and sewer utilities, power companies, transit, food distribution, or other services.

‘Response’ - (FEMA description) refers those capabilities necessary to save lives, protect property and the environment, and meet basic human needs after a disaster has occurred.

‘Short Term Recovery’ – (FEMA description) refers to the phase of recovery which addresses the health and safety needs beyond rescue, the assessment of the scope of damages and needs, the restoration of basic infrastructure and the mobilization of recovery organizations and resources including restarting and/or restoring essential services for recovery decision-making.

‘Signatory Partners’ – refers to those organizations signatory to the associated Agreement of the current Regional Coordination Framework.

‘Zone(s)’ – refers to those geographic areas conforming to the fire response zones in King County and designated Zone 1 (north and northeast county), Zone 3 (south and southeast county to include Vashon Island), and Zone 5 (the City of Seattle).

‘Zone Coordination Function’ – refers to those activities that may include pre-planning, training, or information collection and resource status activities within a particular Zone.

‘Zone Coordinators’ – refers to those individuals who may perform the Zone Coordination Function.

XI. Authorities and References

RCW 38.52.070 (summary)

Incorporated jurisdictions in King County are mandated by RCW 38.52.070 to perform emergency management functions within their jurisdictional boundaries. Although special purpose jurisdictions and private businesses are not mandated under RCW 38.52, this framework allows such entities to participate in this regional response plan.

RCW 38.56 Intrastate Mutual Aid System (summary)

Code that describes the sharing of resources between political subdivisions of Washington State, documents like mutual aid agreements, and others governing the terms under which resource may be borrowed, loaned, and reimbursement protocols.

King County Ordinance 17075, May 2, 2011

The King County Office of Emergency Management is tasked with regional coordination in disaster preparedness, response, recovery and mitigation by King County ordinance 17075.

Excerpts: “The mission of the office of emergency management shall be to provide for the effective direction, control, and coordination of county government emergency services functional units, to coordinate with other governments and the private, non-governmental sector, in compliance with a state-approved comprehensive emergency management plan, and to serve as the coordinating entity for cities, county governmental departments, and other appropriate agencies during incidents and events of regional significance.

And,

“Foster cooperative planning at all levels to enable a uniform and rational approach to the coordination of multi-agency and multi-jurisdictional actions for all regional mitigation, preparedness, response, and recovery efforts.”

The Washington Mutual Aid Compact (WAMAC)

The Washington Mutual Aid Compact (WAMAC) is the operational implementation of the Intrastate Mutual Aid System and provides for resource sharing between governments in response to a disaster which overwhelms local and mutual aid resources. The elements of this Regional Coordination Framework are designed to work in conjunction with the operational elements of WAMAC.

Mutual Aid Agreements

Any participating organization may enter into separate emergency assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under the Regional Coordination Framework or associated Agreement.



AGREEMENT

Regional Coordination Framework for Disasters and Planned Events

**for Public and Private Organizations
in King County, Washington**

February 2014

Updating Process of former “Omnibus Legal and Financial Agreement”

As the development of the ‘Regional Disaster Plan’ began in 1999, there was also a need to create a ‘mechanism to share resources.’ The Plan focused on establishing a cooperative and voluntary platform linking private businesses, nonprofit organizations, government agencies, and special purpose districts. A legal document was needed to address emergency assistance covering the legal and financial obligations of partners sharing personnel, equipment materials and/or support during a disaster.

Back in 1999 to 2001, legal advisors from King County Prosecuting Attorney’s Office and several other public and private entities worked together to frame the appropriate legal and liability language forming the ‘Omnibus Legal and Financial Agreement.’ The Agreement withstood the legal review and approval of many public, private and nonprofit organizations that thereafter signed onto the Plan and Omnibus.

As the Plan transitioned and evolved into the ‘Framework,’ the time was also appropriate to revisit the Omnibus. Over the twelve year tenure of the Omnibus, mutual aid methodology and practices had evolved at the regional, State and Federal levels; as well as alterations in the Federal Emergency Management Agency (FEMA) public assistance arena.

In 2012 a subcommittee of the Regional Disaster Planning Work Group began the process to revisit the Omnibus language. The subcommittee existed of legal advisors from King County, City of Auburn and City of Seattle and emergency managers from King County, Seattle, Bellevue, Zone 1, Zone 3 and Washington State. Through several meetings leveraging the guidance and expertise of the legal and mutual aid subject matter experts involved, the subcommittee finalized the current draft of the ‘*AGREEMENT for Organizations Participating in the Regional Coordination Framework for Disasters and Planned Event for Public and Private Organizations in King County, Washington.*’ A large percentage of the original language has stayed the same with a few language and terminology updates. The key areas of adjustment include:

New Changes
Document re-titled to ‘Agreement’ – simpler title; Replaced ‘Omnibus Legal and Financial Agreement’
Replaced ‘Plan’ wording throughout document with ‘Framework’
Replaced ‘Omnibus’ wording throughout document with ‘Agreement’
Terminology changes made by replacing ‘borrower’ and ‘lender’ with ‘requester’ and ‘responder’
Adjusted language in ‘Article I – Applicability’ to say “...located in King County.”; Replaced “...in and bordering geographic King County.”
Updated verbiage in ‘Article II – Definitions’ on ‘Basic Plan’ and ‘Package’ since it is now a ‘Framework’
Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency’

Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency Contact Points’
Updated respective sections with correct King County Office of Emergency Management address; Former ‘7300 Perimeter Road’ address
Updated verbiage in ‘Article IV – Role of Emergency Contact Point for Signatory Partners
Renaming to and cleaned-up language in ‘Article VI – Payment and Billing’; Formerly titled ‘Article VI – Payment for Services and Assistance’
Cleaned-up language in ‘Article VIII – Requests for Emergency Assistance’
Removed section ‘IX – General Nature of Emergency Assistance’; Repetitive of existing language
Renaming to ‘Article IX – Provision of Equipment’; Formerly ‘Article X – Loans of Equipment’
Renaming to ‘Article X – Provision of Materials and Supplies’; Formerly ‘Article XI – Exchange of Materials and Supplies’
Renaming to ‘Article XI – Provision of Personnel’; Formerly ‘Article XII – Loans of Personnel’
Renaming to and cleaned-up language ‘Article XII – Record Keeping’; Formerly ‘Article XIII – Record keeping’
Renaming to and cleaned-up language ‘Article XIII – Indemnification, Limitation of Liability, and Dispute Resolution’; Formerly ‘Article XIV – Indemnification and Limitation of Liability’
Articles following have been renumbered and renamed appropriately

AGREEMENT

*for organizations participating in the
Regional Coordination Framework for Disasters and Planned Events
for Public and Private Organizations in King County, Washington*

This AGREEMENT (“Agreement”) is entered into by the public and private organizations who become signatories hereto (“Signatory Partners”) to facilitate the provision of Emergency Assistance to each other during times of emergency.

WHEREAS, the Signatory Partners have expressed a mutual interest in the establishment of an Agreement to facilitate and encourage Emergency Assistance among participants; and

WHEREAS, the Signatory Partners do not intend for this Agreement to replace or infringe on the authority granted by any federal, state, or local governments, statutes, ordinances, or regulations; and

WHEREAS, in the event of an emergency, a Signatory Partner may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Signatory Partner may own and maintain equipment, stocks materials, and employs trained personnel for a variety of services and is willing, under certain conditions, to provide its supplies, equipment and services to other Signatory Partners in the event of an emergency; and

WHEREAS, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each Signatory Partner agrees as follows:

Article I - APPLICABILITY.

A private or public organization located in King County, Washington, may become a Signatory Partner by signing this Agreement and becoming bound thereby. This Agreement may be executed in multiple counterparts.

Article II - DEFINITIONS.

- A. 'Assistance Costs' means any direct material costs, equipment costs, equipment rental fees, fuel, and the labor costs that are incurred by the Responder in providing any asset, service, or assistance requested.
- B. 'Emergency' means an event or set of circumstances that qualifies as an emergency under any applicable statute, ordinance, or regulation.
- C. 'Emergency Assistance' means employees, services, equipment, materials, or supplies provided by a Responder in response to a request from a Requester.
- D. 'Emergency Contact Points' means persons designated by each Signatory Partner who will have (or can quickly get) the authority to commit available equipment, services, and personnel for their organization.
- E. 'King County Emergency Management Advisory Committee ("EMAC")' is the Committee established in King County Code 2.36.055.
- F. 'Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County' ("Framework") means an all hazards architecture for collaboration and coordination among jurisdictional, organizational, and business entities during emergencies in King County.
- G. 'Requester' means a Signatory Partner that has made a request for Emergency Assistance.
- H. 'Responder' means a Signatory Partner providing or intending to provide Emergency Assistance to a Requester.
- I. 'Signatory Partner' means any public or private organization in King County, WA, that enters into this Agreement by signature of a person authorized to sign.
- J. 'Termination Date' is the date upon which this agreement terminates pursuant to Article V.

Article III - PARTICIPATION.

Participation in this Agreement, and the provision of personnel or resources, is purely voluntary and at the sole discretion of the requested Responder. Signatory Partners that execute the Agreement are expected to:

- A. Identify and furnish to all other Signatory Partners a list of the Organization's current Emergency Contact Points together with all contact information; and .
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SIGNATORY PARTNERS.

Signatory Partners agree that their Emergency Contact Points or their designees can serve as representatives of the Signatory Partner in any meeting to work out the language or implementation issues of this Agreement.

The Emergency Contact Points of a Signatory Partner shall:

- A. Act as a single point of contact for information about the availability of resources when other Signatory Partners seek assistance.
- B. Maintain a manual containing the Framework, including a master copy of this Agreement (as amended), and a list of Signatory Partners who have executed this Agreement.
- C. Each Signatory Partner will submit its Emergency Contact Information Form to the King County Office of Emergency Management ("KCOEM"). KCOEM will maintain a list showing the succession in all the Signatory Partners. This list will include names, addresses, and 24-hour phone numbers of the Emergency contact points (2-3 deep) of each Signatory Partner. Note: the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.

Article V - TERM AND TERMINATION.

- A. This Agreement is effective upon execution by a Signatory Partner.

- B. A Signatory Partner may terminate its participation in this Agreement by providing written termination notification to the EMAC, care of the KCOEM, 3211 NE 2nd Street, Renton WA 98056, or by Fax at 206-205-4056. Notice of termination becomes effective upon receipt by EMAC which shall, in turn, notify all Signatory Partners. Any terminating Signatory Partner shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI - PAYMENT AND BILLING.

- a. Requester shall pay to Responder all valid and invoiced Assistance Costs within 60 days of receipt of Responder's invoice, for the Emergency Assistance services provided by Responder. Invoices shall include, as applicable, specific details regarding labor costs, including but not limited to the base rate, fringe benefits rate, overhead, and the basis for each element; equipment usage detail and, material cost breakdown.
- b. In the event Responder provides supplies or parts, Responder shall have the option to accept payment of cash or in-kind for the supplies or parts provided.
- c. Reimbursement for use of equipment requested under the terms of this Agreement, such as construction equipment, road barricades, vehicles, and tools, shall be at the rate mutually agreed between Requester and Responder. The rate may reflect the rate approved and adopted by the Responder, a rate set forth in an industry standard publication, or other rate.

Article VII - INDEPENDENT CONTRACTOR.

Responder shall be and operate as an independent contractor of Requester in the performance of any Emergency Assistance. Employees of Responder shall at all times while performing Emergency Assistance continue to be employees of Responder and shall not be deemed employees of Requester for any purpose. Wages, hours, and other terms and conditions of employment of Responder shall remain applicable to all of its employees who perform Emergency Assistance. Responder shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Requester shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Responder's employees. The costs associated with requested personnel are subject to the reimbursement process outlined in Article XI. In no event shall Responder or its officers, employees, agents, or representatives be authorized (or

represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Requester under or by virtue of this Agreement.

Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.

Requests for Emergency Assistance shall be made by a person authorized by the Requester to make such requests and approved by a person authorized by Responder to approve such requests. If this request is verbal, it must be confirmed in writing within thirty days after the date of the request.

Article IX - PROVISION OF EQUIPMENT.

Provision of equipment and tools loans is subject to the following conditions:

1. At the option of Responder, equipment may be provided with an operator. See Article XI for terms and conditions applicable to use of personnel.
2. Provided equipment shall be returned to Responder upon release by Requester, or immediately upon Requester's receipt of an oral or written notice from Responder for the return of the equipment. When notified to return equipment to Responder, Requester shall make every effort to return the equipment to Responder's possession within 24 hours following notification. Equipment shall be returned in the same condition as when it was provided to Requester.
3. During the time the equipment has been provided, Requester shall, at its own expense, supply all fuel, lubrication and maintenance for Responder's equipment. Requester shall take proper precaution in its operation, storage and maintenance of Responder's equipment. Equipment shall be used only by properly trained and supervised operators. Responder shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its condition, fitness for a particular purpose, or merchantability.
4. Responder's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to Requester. Responder shall submit copies of invoices from outside sources that perform such services and shall provide accounting of time and hourly costs for Responder's employees who perform such services.

5. Without prejudice to Responder's right to indemnification under Article XIII herein, in the event equipment is lost, stolen or damaged from the point the Requestor has the beneficial use of the equipment, or while in the custody and use of Requester, or until the Requestor no longer has the beneficial use of the equipment, Requester shall reimburse Responder for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired within a time period required by Responder, then Requester shall reimburse Responder for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Responder. If Responder must lease or rent a piece of equipment while Responder's equipment is being repaired or replaced, Requester shall reimburse Responder for such costs. Requester shall have the right of subrogation for all claims against persons other than parties to this Agreement that may be responsible in whole or in part for damage to the equipment. Requester shall not be liable for damage caused by the sole negligence of Responder's operator(s).

Article X - PROVISION OF MATERIALS AND SUPPLIES.

Requester shall reimburse Responder in kind or at Responder's actual replacement cost, plus handling charges, for use of partially consumed, fully consumed, or non-returnable materials and supplies, as mutually agreed between Requester and Responder. Other reusable materials and supplies which are returned to Responder in clean, damage-free condition shall not be charged to the Requester and no rental fee will be charged. Responder shall determine whether returned materials and supplies are "clean and damage-free" and shall treat material and supplies as "partially consumed" or "non-returnable" if found to be damaged.

Article XI - PROVISION OF PERSONNEL.

Responder may, at its option, make such employees as are willing to participate available to Requester at Requester's expense equal to Responder's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Responder's personnel union contracts, if any, or other conditions of employment. Costs to feed and house Responder's personnel, if necessary, shall be chargeable to and paid by Requester. Requester is responsible for assuring such arrangements as may be necessary for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for Responder's personnel. Responder shall bill all costs to Requester, who is responsible for paying

all billed costs. Responder may require that its personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of Requester. Responder's employees may decline to perform any assigned tasks if said employees judge such task to be unsafe. A request for Responder's personnel to direct the activities of others during a particular response operation does not relieve Requester of any responsibility or create any liability on the part of Responder for decisions and/or consequences of the response operation. Responder's personnel may refuse to direct the activities of others. Responder's personnel holding a license, certificate, or other permit evidencing qualification in a professional, mechanical, or other skill, issued by the state of Washington or a political subdivision thereof, is deemed to be licensed, certified, or permitted in any Signatory Partner's jurisdiction for the duration of the emergency, subject to any limitations and conditions the chief executive officer and/or elected and appointed officials of the applicable Signatory Partners jurisdiction may prescribe in writing. When notified to return personnel to Responder, Requester shall make every effort to return the personnel to Responder promptly after notification.

Article XII - RECORD KEEPING.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Responder will be recorded on a shift-by-shift basis by the Responder and will be submitted to Requester as needed. If no personnel are provided, Responder will submit shipping records for materials and equipment, and Requester is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, Requester remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement.

Article XIII – INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.

A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, Requester releases and shall indemnify, hold harmless and defend each Responder, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing, or declining to provide, or not being asked to provide, Emergency Assistance to Requester, whether arising before, during, or after performance of the Emergency Assistance and whether suffered by any of the Signatory Partners or any other person or entity.

Requester agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, Requester, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Any Signatory Partner shall not be required under this Agreement to indemnify, hold harmless and defend any other Signatory Partner from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Signatory Partners' officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.

C. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Requester agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Signatory Partner, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

D. DELAY/FAILURE TO RESPOND. No Signatory Partner shall be liable to another Signatory Partner for, or be considered to be in breach of or default under, this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

E. MEDIATION AND ARBITRATION. If a dispute arises under the terms of this Agreement, the Signatory Partners involved in the dispute shall first attempt to resolve the matter by direct negotiation. If the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

F. SIGNATORY PARTNERS LITIGATION PROCEDURES. Each Signatory Partner seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify Requester of such claim and shall not settle such claim without the prior consent of Requester. Such Signatory Partners shall have the right to

participate in the defense of said claim to the extent of its own interest. Signatory Partners' personnel shall cooperate and participate in legal proceedings if so requested by Requester, and/or required by a court of competent jurisdiction.

Article XIV - SUBROGATION.

A. REQUESTER'S WAIVER. Requester expressly waives any rights of subrogation against Responder, which it may have on account of, or in connection with, Responder providing Emergency Assistance to Requester under this Agreement.

B. RESPONDER'S RESERVATION AND WAIVER. Responder expressly reserves its right to subrogation against Requester to the extent Responder incurs any self-insured, self-insured retention or deductible loss. Responder expressly waives its rights to subrogation for all insured losses only to the extent Responder's insurance policies, then in force, permit such waiver.

Article XV - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.

Responder's employees, officers or agents, made available to Requester, shall remain the general employees of Responder while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Signatory Partner shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Signatory Partner shall provide worker's compensation in compliance with statutory requirements of the state of residency.

Article XVI - MODIFICATIONS.

Modifications to this Agreement must be in writing and will become effective upon approval by a two-thirds affirmative vote of the Signatory Partners. Modifications must be signed by an authorized representative of each Signatory Partner. EMAC will be the coordinating body for facilitating modifications of this Agreement.

Article XVII- NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.

This Agreement shall not supersede any existing mutual aid agreement or agreements between two or more governmental agencies, and as to assistance requested by a party to such mutual aid agreement within the scope of the mutual aid agreement, such assistance shall be governed by the terms of the mutual aid agreement and not by this Agreement. This Agreement shall, however, apply to all requests for assistance beyond the scope of any mutual aid agreement or agreements in place prior to the event.

Article XVIII - GOVERNMENTAL AUTHORITY.

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement or the Signatory Partner. Provided that a governmental authority may alter its obligations under this Agreement only as to future obligations, not obligations already incurred.

Article XIX - NO DEDICATION OF FACILITIES.

No undertaking by one Signatory Partner to the other Signatory Partners under any provision of this Agreement shall constitute a dedication of the facilities or assets of such Signatory Partners, or any portion thereof, to the public or to the other Signatory Partners. Nothing in this Agreement shall be construed to give a Signatory Partner any right of ownership, possession, use or control of the facilities or assets of the other Signatory Partners.

Article XX - NO PARTNERSHIP.

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Signatory Partners or to impose any partnership obligation or liability upon any Signatory Partner. Further, no Signatory Partner shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Signatory Partner.

Article XXI - NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Signatory Partners. This Agreement shall not release or discharge any obligation or liability of any third party to any Signatory Partners.

Article XXII - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

Article XXIII - SUCCESSORS AND ASSIGNS.

This Agreement is not transferable or assignable, in whole or in part, and any Signatory Partner may terminate its participation in this Agreement subject to Article V.

Article XXIV - GOVERNING LAW.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

Article XXV - VENUE.

Any action which may arise out of this Agreement shall be brought in Washington State and King County. Provided, that any action against a participating County may be brought in accordance with RCW 36.01.050.

Article XXVI - TORT CLAIMS.

It is not the intention of this Agreement to remove from any of the Signatory Partners any protection provided by any applicable Tort Claims Act. However, between Requester and Responder, Requester retains full liability to Responder for any claims brought against Responder as described in other provisions of this agreement.

Article XXVII - WAIVER OF RIGHTS.

Any waiver at any time by any Signatory Partner of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

Article XXVIII - INVALID PROVISION.

The invalidity or unenforceability of any provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Article XXIX - NOTICES.

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be conveyed and facilitated by EMAC, care of the KCOEM, 3511 NE 2nd Street, Renton WA 98056, Phone: 206-296-3830, Fax: 206-205-4056. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, (iii) transmitted by electronic mail, or (iv) sent by United States Mail, postage prepaid, to the EMAC.

Signatory Documentation Sheet

The Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington is intended to be adopted as the framework for participating organizations, within King County, to assist each other in disaster situations when their response capabilities have been overloaded. Components, as of January 2014, are the following:

- Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County
- Agreement (legal and financial)

IN WITNESS WHEREOF, the Signatory Partner hereto has caused this Regional Coordination Framework for Disasters and Planned Events to be executed by duly authorized representatives as of the date of their signature:

ORGANIZATION:

ADDRESS:

AUTHORIZED SIGNATURE:

DATE:_____

Please submit this form to the King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056

The Regional Coordination Framework and Agreement

Introduction

The [Regional Coordination Framework \(RCF\)](#) describes how emergency management, first responders, and related organizations collaborate in King County. A mutual aid agreement (The [Agreement](#)) accompanies the RCF. The Agreement allows organizations to lend and receive resources during emergencies or planned events.

The Regional Coordination Framework

The RCF describes the functions of emergency response entities on pages 13 to 16. This primarily includes the roles of signatories to The Agreement, other regional partners, Zone Liaisons, and the King County Emergency Operations Center (EOC), as well as including responsibilities of the State of Washington, the Federal government, and others. The RCF states that all signatory partners to The Agreement will:

- Identify an Emergency Point of Contact;
- Work with their authorized emergency agency in their EOCs or Emergency Coordination Centers (ECC);
- Develop, maintain, and utilize internal emergency plans and procedures;
- Direct information and resource communications to their local EOC/ECC, or the King County Regional EOC Section as appropriate;
- Equip and train a workforce to sustain emergency operations;
- Participate in the development of the framework;
- Seek and secure mutual aid documentation;
- Abide by the caveats of The Agreement; and
- Request regional decision-making on policy issues as needed.

Resource Sharing Agreement

The Agreement provides the legal basis for expense reimbursement, liability and indemnification, and authority. The Agreement does not require entities to provide resources to their partner signatories; rather, it provides the legal groundwork for doing so – if the need arises and an organization decides to participate. Signing on to The Agreement precludes the need for a stand-alone contract to share resources among partner organizations in the exigent circumstances of an emergency. This contract augments any existing state and local mutual aid agreements and does not infringe upon or replace those agreements.

Key points:

- Participation in The Agreement, and the provision of personnel, equipment, or other resources, is done on a purely voluntary basis and at the sole discretion of the jurisdiction or organization providing resources.
- Responses to requests need to be made by someone who is properly authorized.
- Costs related to transportation and handling of a resource are chargeable to the requester.
- The requesting entity is responsible for the maintenance and fueling of borrowed equipment.
- Reimbursement can be in-kind for any supplies or parts.
- Any invoices for the use of resources must be paid within 60 days of receipt.
- There is no consequence for failing to respond to a request.

Participation in the Regional Coordination Framework and The Agreement

The Regional Coordination Framework and The Agreement need to be signed by an executive authority such as a mayor, city administrator, or city manager. Once participation is finalized, participating organizations provide emergency points of contact. King County Emergency Management maintains the list of contacts, which can be accessed by participating entities seeking to request resources from partners; the King County Emergency Management Duty Officer is available 24/7 to assist in this process.

Signatory Organizations

Fifty (50) jurisdictions and private and non-profit organizations have signed on to the Regional Coordination Framework and The Agreement. As of March 2022, 26 cities in King County are signatories:

Zone 1: Bellevue, Bothell, Clyde Hill, Duvall, Issaquah, Lake Forest Park, Medina, Mercer Island, Redmond, Sammamish, Shoreline, Skykomish, Snoqualmie, and Woodinville

Zone 3: Algona, Auburn, Covington, Enumclaw, Federal Way, Kent, Normandy Park, Pacific, Renton, SeaTac, and Tukwila

Zone 5: Seattle

Many types of organizations have signed on to The Agreement including governments, special purpose districts, hospitals, and non-profit agencies. King County Government is a signatory partner; The Agreement encompasses all Executive Branch agencies, such as the Department of Local Services - Road Services, the Department of Natural Resources and Parks - Solid Waste Division, and the King County Sheriff's Office. A full list of signatories is available upon request.

More Information

The Regional Coordination Framework and The Agreement are [available online](#); the signatory page, which is the sole document necessary to be submitted, is found at the end of The Agreement. For more information, contact Nicholas Gibbons at 206-263-1076 or nicholas.gibbons@kingcounty.gov.



Business of the City Council City of Kenmore, WA

<p>Subject/Topic: Authorize the City Manager to Execute a Memorandum of Agreement (22-C2869) with other ARCH (A Regional Coalition for Housing) Cities</p> <p>Proposed Council Action/Motion: Authorize the City Manager to Execute the Memorandum of Agreement, 22-C2869, between the Cities of Bellevue, Redmond, Bothell, Kenmore and Newcastle Concerning the Sharing of Costs Related to Middle Housing Community-Based Organization Engagement.</p>	<p>For Council Meeting Agenda of: 11/28/22</p> <p>Department: Community Development</p> <p>Prepared by: Debbie Bent, Community Development Director and Lauri Anderson, Principal Planner</p> <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">DB, 11/8/22</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">e-mail 9/26/22</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK, 11/9/22</td></tr> </table> <p>Exhibits/Attachments: Attachment 1: Draft Memorandum of Agreement</p>		<u>Initial & Date</u>	Approved by Department Head:	DB, 11/8/22	Approved by City Attorney:	e-mail 9/26/22	Approved by Finance Director:	N/A	Approved by City Manager:	RK, 11/9/22
	<u>Initial & Date</u>										
Approved by Department Head:	DB, 11/8/22										
Approved by City Attorney:	e-mail 9/26/22										
Approved by Finance Director:	N/A										
Approved by City Manager:	RK, 11/9/22										
<p>Staff recommends that, on November 28, the City Council authorize the City Manager to execute the Memorandum of Agreement in substantially the same form as attached (Attachment 1).</p> <p>On May 23, 2022, Council authorized the Mayor to sign a letter of support for a grant application to the Washington State Department of Commerce for additional work on Middle Housing. The City received \$120,000 in grant funds as a result of that application and, on July 25, Council authorized the City Manager to sign the grant contract.</p> <p>As part of Kenmore's grant funding, \$20,000 was specifically targeted by the Department of Commerce for public participation work with community-based organizations to gain perspectives on this type of housing. As many community-based organizations are located outside of the City and serve a broad constituency including Kenmore residents, joining with neighboring ARCH communities to do this work seemed most useful.</p> <p>Separate public participation efforts funded by the remaining \$100,000 of the grant also are planned.</p> <p><u>FISCAL CONSIDERATION:</u> Grant funding for further work on Missing Middle housing (\$120,000 total) is for the period from July 1, 2022 through June 30, 2023. Of the \$120,000, \$20,000 was awarded for work with community-based organizations (CBOs).</p> <p><u>COUNCIL PRIORITY BEING ADDRESSED:</u> This work supports the following City Council priorities: "Increase and preserve the options for Affordable Housing stock" and "Foster Community Engagement and Participation."</p>											

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITIES OF BELLEVUE, REDMOND, BOTHELL, KENMORE AND NEWCASTLE
CONCERNING
THE SHARING OF COSTS RELATED TO
MIDDLE HOUSING COMMUNITY-BASED ORGANIZATION ENGAGEMENT**

This MEMORANDUM OF AGREEMENT is entered into by and between the CITY OF BELLEVUE, a Washington municipal corporation (“BELLEVUE”), the CITY OF REDMOND, a Washington municipal corporation (“REDMOND”), the CITY OF BOTHELL, a Washington municipal corporation (“BOTHELL”), the CITY OF KENMORE, a Washington municipal corporation (“KENMORE”) and the CITY OF NEWCASTLE, a Washington municipal corporation (“NEWCASTLE”) (collectively referred to as the “Parties”).

WHEREAS, the Parties are each members of A Regional Coalition for Housing (ARCH) and to its underlying interlocal agreement;

WHEREAS, Section 3 of the interlocal agreement authorizes ARCH to assist its members “in developing strategies and programs to achieve Growth Management Act [(GMA)] housing goals” and “to implement county-wide affordable housing policies that meet the [GMA] objective for an equitable and rational distribution of low- and moderate-income housing”;

WHEREAS, Section 3 of the inter local agreement authorizes ARCH, through its administering agency, to enter into agreements to provide technical assistance to its members on a reimbursable basis;

WHEREAS, Section 11 of the interlocal agreement requires ARCH and its members to adopt an annual operating budget and work plan, which shall contain an itemization of all budgeted expenses and the amount of each member’s contribution;

WHEREAS, Section 13 of the interlocal agreement allows amendments to the annual operating budget and work plan, without approval by all ARCH members, when there is an agreement from one or more members to totally fund any additional task(s) not currently included in the approve budget;

WHEREAS, the 2022 ARCH operating budget and work plan does not presently include tasks related to the contracting with community-based organizations (CBO) to engage vulnerable communities and underrepresented populations as part of individual members’ examination of “Middle Housing” policies;

WHEREAS, the Parties have each received planning grants from the Department of Commerce to support the development of public policies that further the availability of “middle housing” types consistent with the requirements of Section 189 of Engrossed Substitute Senate Bill 5693 (2022);

WHEREAS, such grant awards include funds to subcontract with CBO’s to foster engagement with vulnerable communities and underrepresented populations, which historically have not been a part of public planning processes;

WHEREAS, many CBO’s operating in East King County provide services across multiple jurisdictions;

WHEREAS, the Parties seek to combine their grant funds to hire one or more CBO’s to engage vulnerable communities and underrepresented populations as part of their GMA update processes;

WHEREAS, the Parties have developed a scope of work to facilitate this engagement and are committed to sharing the cost related to the same;

WHEREAS, the Parties wish to memorialize their commitment to share the cost related to a future contract as described herein, add a new work item to the 2022 ARCH work plan, and amend the 2022 ARCH budget to reflect that funding for any future contract as described herein is to be solely the responsibility of the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

1. Purpose: The purpose of this agreement is to memorialize the Parties' commitment to share the cost of a future contract or contracts for **Middle Housing Community-Based Organization Engagement**, which will contract with one or more community-based organizations (CBO) to engage vulnerable communities and underrepresented populations that have traditionally not been part of comprehensive planning processes and include a scope of work (SOW) that is substantially similar to that included in Attachment A; and to facilitate an amendment to the 2022 ARCH operating budget and work plan, with the Parties being solely responsible for all increased costs consistent with the ARCH interlocal agreement.
2. Duration: The duration of this Agreement shall be the same period necessary to complete the identified scope of work and the financing obligations described herein. The estimated end date for all work to be performed under each Party's grant agreement is July 31, 2023.
3. Administration:
 - A. The Parties recognize BELLEVUE serves as the administrative and fiscal agent for ARCH, which authorizes it to execute contracts, agreements, or other legal documents as may be allowed under the ARCH interlocal.
 - B. ARCH and BELLEVUE staff shall be responsible for the procurement and contracting of needed services on behalf of the Parties
 - C. ARCH and Bellevue staff shall be responsible for the day-to-day administration of any funded contracts, including, but not limited to, timely payment of all required invoices submitted by the approved contractor(s).
4. Access to Contractor(s) and Work Product: All Parties shall have all access to, and any work product from, the retained contractor(s). It is the Parties' intent to share any/all work product from the retained contractor(s) with ARCH and its member cities to facilitate planning and policies related to middle housing.
5. Financing:

A. The Parties shall each be responsible for equal 1/5 shares of the total cost, plus all applicable taxes, related to the contemplated **“Middle Housing Community-Based Organization Engagement”** scope of work. This scope of work shall not exceed \$100,000.

B. The Parties respective shares are as follows:

<u>City</u>	<u>Individual Share</u>
Bellevue	\$20,000.00
Bothell	\$20,000.00
Kenmore	\$20,000.00
Newcastle	\$20,000.00
Redmond	\$20,000.00
	\$100,000.00

C. The Parties respective shares are to be applied to cover cost of work performed within their respective jurisdictions

D. BELLEVUE shall invoice each Party its respective 1/5 share of all costs paid under the future contract consistent with the terms of this Agreement.

E. The Parties shall pay any/all invoices promptly, within thirty days of receipt.

6. ARCH Budget and Work Plan: The Parties agree that the 2022 ARCH operating budget and work plan should be amended to add an additional task, i.e. to retain one or more community based organizations to help the Parties engage vulnerable communities and underrepresented populations, which historically have not been a part of public planning processes, as they evaluate “Middle Housing” policies as part of their comprehensive planning processes. The Parties agree to be responsible for all costs associated with this additional task.

7. Modification: This Agreement may be amended as the Parties may mutually agree. No amendment or modification shall be binding unless memorialized in writing and signed by the appropriate authorized individual for each Party.

8. Notices: The Parties shall direct any notices or communications required to facilitate the purpose of this agreement to the following individuals:

<u>Bellevue</u>	<u>Bothell</u>	<u>Kenmore</u>
Name:	Name: Dave Boyd	Name: Lauri Anderson
Title:	Title: Senior Planner	Title: Senior Planner
Address:	Address: 18415 101 st Ave NE	Address:
Telephone:	Telephone: 425-471-4705	Telephone:
Email:	Email: david.boyd@ bothellwa.gov	Email: landerson@kenmorewa.gov
<u>Newcastle</u>	<u>Redmond</u>	
Name: Mark Hofman	Name: Ian Lefcourte	
Title: Community Development Director	Title: Senior Planner	
Address: 12835 Newcastle Way, Suite 200	Address:	

Newcastle, WA 98056
Telephone: 425.386.4108
Email: markh@newcastlewa.gov

Telephone: 425-556-2438
Email: ilefcourte@redmond.gov

9. Indemnification: To the fullest extent provided by law, each Party agrees to accept full responsibility for its own acts and those of its respective officers, officials, employees, agents and volunteers, and to defend indemnify, and hold harmless from and reimburse the other for any liabilities, claims, demands, costs and expenses incident to any claim, loss, damage, or injury of any kind, including attorney's fees and court costs incurred, arising from their respective acts and omissions. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.
10. Execution: The Parties affirm they have the lawful authority to execute this Agreement and be bound by the same. The effective date of this Agreement shall be the date on which it is last signed below.

City of Bellevue
Date:

Name:

Title:

City of Bothell
Date:

Name: Kyle Stannert

Title: City Manager

Kenmore
Date:

Name: Rob Karlinsey

Title: City Manager

City of Newcastle
Date:

Name: Scott Pingel

Title: City Manager

City of Redmond
Date:

Name:

Title:

ATTACHMENT – A
Middle Housing Community-Based Organization Engagement

The Cities of Bellevue, Bothell, Kenmore, Newcastle and Redmond (“Partner Cities”) are undertaking a series of planning processes to consider expanding the types of housing that may be built in neighborhoods that currently allow only single family or low density residential housing types. Additional housing types under consideration could include accessory dwelling units, duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing and stacked flats. At the same time, each city will be undertaking a racial equity analysis to address displacement of very low, low or moderate-income households, and/or individuals from racial, ethnic and religious communities which have been subject to discriminatory housing policies in the past.

As a part of this process, the Partner Cities have agreed to collaborate through ARCH to contract with one or more community-based organizations to assist with engaging underrepresented populations whose voices and perspectives haven’t historically been a part of public planning processes in East King County. Such populations may include, but are not limited to:

- Renters
- BIPOC individuals, families and communities;
- Immigrant and non-English-speaking communities, including cultural communities from the top-spoken languages in East King County (Spanish, Mandarin, Cantonese, Russian, Vietnamese, Korean, Hindi)
- Low, very low and moderate -income persons, including people who work in East King County but live elsewhere
- Disabled/disability communities
- Religious minority communities
- People experiencing housing instability and homelessness

On behalf of the Partner Cities, ARCH and the City of Bellevue are inviting responses from community-based organizations interested in contracting to provide support for this critical public engagement. Such responses should present a proposal for any of the following services:

1. Serve as a lead Community-Based Organization responsible for assisting with the scoping and designing the engagement process, and coordinating involvement and subcontracts with other CBOs.
2. Provide direct input on proposed city policies or code changes, including identifying displacement or affordability concerns, preferred housing types/locations/designs, or other input. Example discussion questions include:
 - a. Who needs middle housing? Who could be helped by allowing middle housing types in single family areas?
 - b. What housing types are most in need?
 - c. Are the housing prices expected from the types under consideration attainable?
 - d. What design goals should cities have to create housing that meets people’s needs?
 - e. Where should cities allow more housing types? Are there locations where housing should be preserved to avoid displacement?
 - f. What other policies should cities consider to provide for people’s housing needs?

3. Support engagement by underrepresented communities and individuals through various activities, including but not limited to:
 - a. Host multiple small focus groups, community conversations or individual interviews
 - b. Help to review and curate information for community members to respond to, providing feedback on what will make discussions meaningful and accessible for community members
 - c. Implement stipends to compensate time spent by individual community members, as needed
 - d. Produce a summary report(s) that documents engagement results, including developing narrative stories, key themes and any specific recommendations
 - e. Vet the translation of a various materials into other languages
 - f. Assist with developing and publicizing larger events/open house opportunities
4. Provide iterative feedback to ARCH and Partner City staff on the process, helping to lay the groundwork for future planning processes.

Proposals should describe overall interest in performing one or more of the tasks above, primary point person for the contract(s), and hourly rates of key individuals. If expressing interest in serving as a Lead CBO, please describe the extent of the role you would be willing to take on, and any planned arrangements with other CBOs.



City Council Business Agenda Item

City of Kenmore, WA

Subject/Topic: Authorization of a \$50,000 increase to the Middle Housing grant award from the Washington State Department of Commerce and authorization of the related Consultant Contract 22-C2845 for up to \$150,000 with PRR, Inc.

Proposed Council Action/Motion:

Authorize the City Manager to execute an increased grant award contract (total of \$170,000) with the Washington State Department of Commerce as well as Contract 22-C2845 with PRR, Inc. in an amount not to exceed \$150,000.

For Council Meeting Agenda of: November 28, 2022

Department: Community Development

Prepared by: Debbie Bent, Community Development Director and Lauri Anderson, Principal Planner

	<u>Initial & Date</u>
Approved by Department Head:	DB, 11/16/22
Approved by City Attorney:	N/A
Approved by Finance Director:	LS, 11/16/22
Approved by City Manager:	RGK 11/16

Exhibits/Attachments: None

INFORMATION/BACKGROUND:

Staff recommends that the City Council authorize the City Manager to execute an increased grant award contract (\$170,000) with the Washington State Department of Commerce (Commerce). Staff also recommends that the Council authorize the City Manager to execute Contract 22-C2845 with PRR, Inc. in an amount not to exceed \$150,000.

On July 25, 2022, the City Council authorized the City Manager to sign a Middle Housing grant contract from Commerce in an amount up to \$120,000. \$20,000 of this total is to be used for work with community-based organizations, proposed through a Memorandum of Agreement with other ARCH cities (see separate agenda bill).

On November 15, Commerce notified the City that an additional \$50,000 in grant funds is available for the Middle Housing project, bringing the total grant award to \$170,000. Grant funds must be expended by June 30, 2023.

On August 9 and August 17, 2022, staff advertised a Request for Proposals (RFP) in the Daily Journal of Commerce and The Seattle Times for qualified consulting firms to assist with activities associated with the Middle Housing grant.

PRR, Inc., partnered with LDC, has been selected as the consultant. PRR demonstrated the desired experience, knowledge, creativity, and commitment necessary to successfully complete this project within the tight timelines. LDC has experience in Middle Housing code writing.

Consultant assistance will focus primarily on public participation. A racial equity analysis will be prepared (a grant requirement), along with some draft Middle Housing code provisions (likely related to cottage housing). The Commerce grant does not require adoption of any Middle Housing ordinances. However, the work will further the Council's 2023 discussions and, potentially, respond to State mandates.

Staff is negotiating a scope and fee with PRR, Inc. for the project in an amount not to exceed \$150,000. Specific tasks include a review of the project history and related code provisions; extensive public engagement; the racial

equity analysis; and preparation of draft regulations. A 10% to 20% contingency amount will be retained to address any unexpected issues.

Work is anticipated to begin in December, with the bulk of the consultants' efforts occurring in the first and second quarters of 2023.

FISCAL CONSIDERATION:

\$120,000 in Commerce grant funds previously has been authorized. \$20,000 of this total is to go to ARCH for assistance with outreach to community-based organizations. Council is requested to authorize an additional \$50,000 in Commerce grant funds for the project, bringing the total to \$170,000. The consultant contract would not exceed \$150,000.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council priorities to be addressed include: (1) Increase and preserve the options for affordable housing stock; (3) Develop and implement a diversity, equity, and inclusion policy and program; and (11) Engage and educate the community on growth and development in Kenmore.



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic:

Approve Interfund Loan Resolution No. 22-392

For Council Meeting Agenda of: November 28, 2022**Department:** Finance and Administration**Prepared by:** Leticia Salcido, Finance and Administration Director**Proposed Council Action/Motion:**

Adopt Resolution No. 22-392 Approving an Interfund Loan from the General Fund to the Park Capital Fund in the amount of \$1,050,000 and from the Street Fund to the Park Capital Fund in the amount of \$1,400,000.

Approved by Department Head:**Approved by City Attorney:****Approved by Finance Director:****Approved by City Manager:****Initial & Date**

LS 11/3/22

LS 11/3/22


 RGK
Exhibits/Attachments:

Exhibit 1 – Resolution 22-392

INFORMATION/BACKGROUND:

An interfund loan from the General Fund to the Parks Capital Fund, in the amount of \$1,050,000, and from the Street Fund to the Park Capital Fund in the amount of \$1,400,000, is requested to cover a cash shortfall as of December 31, 2022, due to delay in grant reimbursements to the City from State agencies such as the State Recreation Conservation Office (RCO).

The State Budgeting and Accounting Requirements (BARS) specify that the Council must pass a resolution or ordinance approving the interfund loan. The City's practice has been to pass a resolution, therefore a proposed ordinance 22-392 is attached.

FISCAL CONSIDERATION:

Kenmore Municipal Code Section 3.60 provides authority for an interfund loan from one city fund to another city fund for periods not to exceed three months. The code also provides that interfund loans may be authorized without interest however the City practice (in compliance with BARS) has been to include interest at a rate that coincides with the State Government Investment Pool earnings rate. Currently that rate is 2.56%. A loan of \$2,450,000 is recommended as a current project of a cash shortfall is \$2,450,000.

It is anticipated that this interfund loan will be repaid in the first half of 2023.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Kenmore Municipal Code Section 3.60.010 provides Interfund loan authority.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 22-392**

**A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON,
PROVIDING FOR AN INTERFUND LOAN FROM THE GENERAL
FUND TO THE PARKS CAPITAL FUND IN THE AMOUNT OF
\$1,050,000, AND AN INTERFUND LOAN FROM THE STREET
FUND TO THE PARKS CAPITAL FUND IN THE AMOUNT OF
\$1,400,000. BOTH AT 2.56% ANNUAL INTEREST; AND
PROVIDING FOR SEVERABILITY.**

WHEREAS, the Parks Capital Fund, as identified in the 2021-2022 City of Kenmore Biennial Budget, is temporarily in need of cash pending grant reimbursement: and

WHEREAS, the General Fund and Street Fund have excess cash sufficient to meet the needs of the Parks Capital Fund; and

WHEREAS, interfund loans are authorized by Chapter 3.60 of the Kenmore Municipal Code;

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

Section 1. Interfund Loan Authorization. There is hereby authorized an interfund loan in the amount of \$1,050,000 from the General Fund to the Parks Capital Fund, and an interfund loan in the amount of \$1,400,000 from the Street Fund to the Parks Capital Fund. The term of the loan shall be from December 1, 2022, up to March 31, 2023. Interest shall accrue on the unpaid principal amount at the rate of 2.56 percent per annum. The principal amount, plus interest, shall be due and payable before March 31, 2023. There shall be no penalty for prepayment of the loan.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A
REGULAR MEETING THEREOF ON THE 28th DAY OF NOVEMBER, 2022.

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Michelle Kang, Deputy City Clerk

Approved as to form:

Dawn Reitan, City Attorney

Signature: 
Rob Karlinsey (Nov 17, 2022 09:39 PST)

Email: rkarlinsey@kenmorewa.gov




AB Interfund Loan Revised

Final Audit Report

2022-11-17

Created:	2022-11-17
By:	Leticia Salcido (lsalcido@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAImbkCpc-alyLjvATAfH-ap_xKKdAivC

"AB Interfund Loan Revised" History

-  Document created by Leticia Salcido (lsalcido@kenmorewa.gov)
2022-11-17 - 5:34:54 PM GMT- IP address: 50.235.209.34
-  Document emailed to rkarlinsey@kenmorewa.gov for signature
2022-11-17 - 5:35:11 PM GMT
-  Email viewed by rkarlinsey@kenmorewa.gov
2022-11-17 - 5:37:57 PM GMT- IP address: 24.22.167.111
-  Signer rkarlinsey@kenmorewa.gov entered name at signing as Rob Karlinsey
2022-11-17 - 5:39:39 PM GMT- IP address: 24.22.167.111
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2022-11-17 - 5:39:41 PM GMT - Time Source: server- IP address: 24.22.167.111
-  Agreement completed.
2022-11-17 - 5:39:41 PM GMT



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**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 22-392**

**A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON,
PROVIDING FOR AN INTERFUND LOAN FROM THE GENERAL
FUND TO THE PARKS CAPITAL FUND IN THE AMOUNT OF
\$1,050,000, AND AN INTERFUND LOAN FROM THE STREET
FUND TO THE PARKS CAPITAL FUND IN THE AMOUNT OF
\$1,400,000. BOTH AT 2.56% ANNUAL INTEREST; AND
PROVIDING FOR SEVERABILITY.**

WHEREAS, the Parks Capital Fund, as identified in the 2021-2022 City of Kenmore Biennial Budget, is temporarily in need of cash pending grant reimbursement: and

WHEREAS, the General Fund and Street Fund have excess cash sufficient to meet the needs of the Parks Capital Fund; and

WHEREAS, interfund loans are authorized by Chapter 3.60 of the Kenmore Municipal Code;

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

Section 1. Interfund Loan Authorization. There is hereby authorized an interfund loan in the amount of \$1,050,000 from the General Fund to the Parks Capital Fund, and an interfund loan in the amount of \$1,400,000 from the Street Fund to the Parks Capital Fund. The term of the loan shall be from December 1, 2022, up to March 31, 2023. Interest shall accrue on the unpaid principal amount at the rate of 2.56 percent per annum. The principal amount, plus interest, shall be due and payable before March 31, 2023. There shall be no penalty for prepayment of the loan.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF ON THE 28th DAY OF NOVEMBER, 2022.

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Michelle Kang, Deputy City Clerk

Approved as to form:

Dawn Reitan, City Attorney

Subject/Topic:

City of Kenmore 2023 State Legislative Agenda

Prepared by: Rob Karlinsey, City Manager

Proposed Council Action/Motion:

	<u>Initial & Date</u>
Approved by Department Head:	RGK
Approved by City Attorney:	N/A
Approved by Finance Director:	N/A
Approved by City Manager:	RGK

Approve the proposed City of Kenmore 2023 State Legislative Agenda and Policy Statements

Exhibits/Attachments:

- ## 1. 2023 Legislative Agenda and Policy Statements

INFORMATION/BACKGROUND:

Each year the Kenmore City Council approves a Legislative Agenda prior to each state legislative session that outlines priority actions the City and its government relations consultants will promote during the session.

At a City Council meeting earlier this month, the City Council provided direction to add policy statements supporting firearms regulations, reproductive rights and healthcare, salmon habitat restoration, and tax structure reform. In addition, the Workforce Development policy statement has been reworded to include worker retraining and employment job skills training.

One more item has been added to the legislative agenda:

Air Pollution Emergencies During Wildfire Smoke Events

The air quality during recent wildfire smoke events has often far exceeded the state and federal health-based air quality standards. The City of Kenmore is requesting legislation that would establish clear authority at the state and local level for air pollution agencies to declare an air pollution emergency during extended periods of unhealthy air created by wildfire smoke.

The proposed 2023 Legislative Agenda for Kenmore, as amended, is attached to this agenda bill. Policy Statements that guide the consultants in expressing City support for proposals and issues, as amended, are also included.

Gordon Thomas Honeywell represents the City in State Legislative matters and will advocate for the City's priorities during the legislative session.

FISCAL CONSIDERATION:

The City has a strong record of legislative successes for infrastructure funding and support for key projects.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Effective advocacy at the State Legislature supports all Council goals.



City of Kenmore 2023 State Legislative Agenda

Climate Change Planning & Funding

In May 2022 the City of Kenmore adopted its first [Climate Action Plan](#) (CAP) which establishes actions the City and community can take to reduce greenhouse gas emissions and reach carbon neutrality by 2050. The City urges the Legislature to require all communities to incorporate climate planning in their comprehensive plans and provide resources for communities to address climate change.

Plymouth Affordable Housing Development

Kenmore is committed to the creation of affordable housing and is pleased to be partnering with Plymouth Housing Group to build 100 units of affordable housing in downtown. The development will include a mix of studios and one-bedroom apartments to serve residents at or below 30% of the area median income (AMI) including seniors, veterans, disabled individuals and individuals who were formerly homeless. The City has committed \$5 million in land and other resources, ARCH has committed \$3.2 million, and the city has applied for all relevant county and state grant opportunities. Bastyr University is also part of the partnership and is planning a community wellness clinic and apothecary/tea house on the ground floor. The City is requesting the state's investment of \$5M to help address the funding gap.

Crisis Receiving Center in North King County

The Cities of Kenmore, Kirkland, Lake Forest Park, Bothell, and Shoreline have formed a unique coalition to improve our regional behavioral health crisis continuum and have discovered a critical flaw in the existing system: the lack of alternatives to hospital emergency rooms and jails for individuals in crisis. Our coalition is partnering with Connections Health Solutions to design, build, and operate a comprehensive behavioral health crisis center in north King County. The facility will serve individuals of all acuities, accept 100% of first responder drop-offs and provide walk-in access to urgent psychiatric care. Kenmore requests the state's support in funding the gap to stand up the North King County Crisis Receiving Center.

Lift 1% Property Tax Cap

As a residential community, 40% of Kenmore's general fund revenue is generated from its largest source of revenue—property tax. The city has a limited retail tax base and is constrained from generating additional revenue to maintain city services, the costs of which are increasing at a rate greater than the State-imposed property growth limit of 1% per year. The City of Kenmore supports lifting the 1% cap on property tax increases and other actions to create a sustainable fiscal structure for cities.

Funding for Affordable Housing

The City of Kenmore supports new funding options for local jurisdictions to address the need for affordable housing, such as a new local option Real Estate Excise Tax (REET). Where possible, such options should be progressively structured to minimize impacts on low and moderate income households.

Air Pollution Emergencies During Wildfire Smoke Events

The air quality during recent wildfire smoke events has often far exceeded the state and federal health-based air quality standards. The City of Kenmore is requesting legislation that would establish clear authority at the state and local level for air pollution agencies to declare an air pollution emergency during extended periods of unhealthy air created by wildfire smoke.

City of Kenmore 2023 Policy Statements

This is an internal document designed to provide guidance to city staff and the city's lobbyist. The policy statements in this document allow the city to quickly take positions on legislation. It is not all-inclusive of all policy positions that the city may take throughout a session, and the following items are listed alphabetically, not in order of priority.

Automated Traffic Safety Cameras

The City supports expanding the authorized use of automated traffic safety cameras to enforce transit lane violators and other uses of photo enforcement. Automated enforcement presents an unbiased and consistent method of enforcing transit lane violators and maintaining public safety.

Climate Change and Environmental Stewardship

The City supports statewide policies and programs that respond to climate change and protect and promote clean air, clean water, and clean energy. The City's Climate Action Plan establishes a goal of a 50% reduction in greenhouse gas emissions by 2030. A key component to meeting that goal is the enforcement of new state building and energy code requirements.

Criminal Justice

The City supports reforms that address the disparate impacts of systems and institutions on communities of color. As part of this, the City calls on the Legislature to advance criminal justice transformation policies to provide greater safety for communities that historically have not been well-served by existing systems. The City also supports state funding for increased costs resulting from police, court, and other criminal justice reforms. As part of this, the city supports state funding for body camera programs and resources to offset the rising cost of police services, including but not limited to liability insurance.

Environmental Remediation

The City supports the expansion of environmental remediation programs such as the Model Toxics Control Act and the Brownfield Revolving Loan Fund to allow more contaminated sites throughout the state to be eligible for remediation funding.

Firearms

The City supports proposals that regulate firearms to curb gun violence.

Local Culvert and Stormwater Funding

The City supports state investments in local culvert and stormwater projects on a watershed basis to maximize the amount of fish habitat gained and improve water quality. The city owns approximately 32 fish blocking culverts and is committed to removing these barriers to improve fish passage but has limited resources to accomplish this task.

Local Infrastructure Funding

The City of Kenmore joins AWC in supporting the State's ongoing and increased investment in infrastructure funding programs such as the Public Works Assistance Account and the Transportation Improvement Board.

Housing Crisis

The City of Kenmore feels the urgency in addressing the housing crisis and is committed to doing what it can to increase the supply of housing, especially affordable units. The City welcomes the State's partnership via grant programs, like the Housing Trust Fund, and funding tools to increase the number of housing units. The City

supports policies and incentives that increase housing construction, including but not limited to reducing legal liability for condominium developers.

Mobile Homes

The City supports legislation that recognizes that mobile homes represent an important affordable housing option throughout the state. Topics such as: ensuring individuals considering purchasing a mobile home are informed about laws and regulations limiting the transport of mobile homes; lease increase notice and other guidelines; tenant protections; and requiring that sellers notify purchasers if a home cannot be moved, are examples of potential legislation that could help protect mobile homeowners' investments and provide greater predictability.

Passenger Only Ferry

The City supports efforts to explore passenger only ferry service from Kenmore to Seattle. The City closely monitored the legislatively directed Puget Sound Regional Council's Passenger Only Ferry Study and supports legislative action to advance findings from the study.

Product Stewardship

The City of Kenmore supports statewide product stewardship programs or extended producer responsibility (EPR) policies that place a share of responsibility for end of life product management on the producers.

RADAR Funding

The City supports state funding for co-responder programs such as the Response Awareness, De-Escalation and Referral (RADAR) program, a highly successful partnership between the Kenmore, Bothell, Kirkland, Lake Forest Park, and Shoreline police departments to address the rights and needs of individuals with behavioral health issues and/or developmental disabilities.

Racial Equity

In accordance with the City's Diversity, Equity, Inclusion and Accessibility (DEIA) policy, it will continue to look for ways to break the racial caste system that still exists in our society, including but not limited to striking from the record any racial based restrictive covenants. As the city makes changes at the local level, we support and expect the state to make systemic changes to improve equity for all members of society.

Real Estate Excise Tax (REET)

The City supports flexible use of local REET revenue for maintenance and operation of city resources as well as a local option for a tiered REET.

Regional Police Authority

The City supports regional funding options for public safety services through the creation of a regional police authority or other mechanisms.

Reproductive Healthcare

The City supports amendments to the Washington State Constitution to codify an individual's right to comprehensive, safe, and accessible reproductive healthcare.

Salmon Habitat Restoration

Kenmore encourages the State to invest in state and local culvert, floodplain, and fish habitat projects to restore habitat for salmon on a watershed basis.

Tax Structure Reform

Kenmore encourages the state to identify reforms to the tax system that provide progressive, equitable, stable, and reliable revenue sources for both state and local government.

Workforce Development, Worker Retraining, and Employment Job Skills Training

Helping our economy thrive with well-paying jobs is key to the success of our state. The city supports state and federal funding for workforce development programs, worker retraining, and employment job skills training.

Zoning and Land Use

The City supports the state establishing housing goals and allowing local jurisdictions discretion in accomplishing those goals through zoning and land use decisions.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment to Contract for Prosecution Services, extending the contract term Proposed Council Action/Motion: Authorize the City Manager to sign and execute Amendment No. 5 to Contract 10-C862, substantially and materially in the form attached.	For Council Meeting Agenda of: November 28, 2022 Department: City Manager's Office Prepared by: Rob Karlinsey <table><tr><td>Approved by Department Head:</td><td>Initial & Date</td></tr><tr><td>Approved by City Attorney:</td><td>N/A</td></tr><tr><td>Approved by Finance Director:</td><td>LS</td></tr><tr><td>Approved by City Manager:</td><td>EGK</td></tr></table> Attachments: Amendment No. 5 to Contract 10-C862 Contract 10-C862, including Amendments 1-4	Approved by Department Head:	Initial & Date	Approved by City Attorney:	N/A	Approved by Finance Director:	LS	Approved by City Manager:	EGK
Approved by Department Head:	Initial & Date								
Approved by City Attorney:	N/A								
Approved by Finance Director:	LS								
Approved by City Manager:	EGK								

INFORMATION/BACKGROUND:

The City of Kenmore is responsible for charging and prosecuting misdemeanor crimes that occur within the Kenmore city limits. The City utilizes King County for district court services, and the City contracts with the Law Office of Sarah Roberts for prosecution services. Through this contract, the Law Office of Sarah Roberts also provides domestic violence victim coordinator services.

The current contract for prosecution services with the Law Office of Sarah Roberts (Contract 10-C862) recently expired. The city manager proposes extending this contract, by the attached amendment, through 2024 and also proposes that the contract automatically renew annually beginning January 1, 2025 unless terminated with 60 days' notice by either party. The proposed amendment also includes compensation for additional workload from community court hearings and representing the City for Kenmore Automated Photo Enforcement (KAPE) traffic camera hearings or appeals. The latter (KAPE) should be rare if not nonexistent; however, the proposed amendment provides for additional compensation should the prosecutor's services be required for KAPE hearings or appeals.

All other terms of the contract, including the provision of domestic violence victim coordination services, will remain in effect.

Having been selected through a request for proposals process, the Law Office of Sarah Roberts has provided prosecution services for the City of Kenmore since April 1, 2010. Ms. Roberts has been a prosecuting attorney for more than 29 years. Her law firm also serves the Cities of Shoreline, Lake Forest Park, Woodinville and Kirkland as well as some smaller municipalities including Medina and Clyde Hill.

VII. K. Authorize the City Manager to sign and execute Amendment No. 5 to

In addition to standard prosecution services and included in the monthly rate, Ms. Robert's firm employs a domestic violence advocate who provides assistance to domestic violence victims in both charged criminal cases and situations that don't involve criminal charges. The DV advocate spends approximately 15 hours per week working with Kenmore victims. The firm's paralegal spends approximately 20 hours per week in administrative support on Kenmore cases, and Ms. Roberts spends approximately 20 hours per week as Kenmore's prosecutor.

FISCAL CONSIDERATION:

The contract's 2022 rate for prosecution services will remain at \$11,759.54 per month in 2023. The contract's cost of living increase provision will apply in 2024 and beyond. Sufficient funds are budgeted in the 2023-2024 Biennial Budget.

**CITY OF KENMORE CONTRACT NO. 10-C862
AMENDMENT NO. 5**

This Amendment No. 5 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Sarah Roberts, PLLC a Washington Limited Liability Company (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on April 7, 2010, for the purpose of Prosecution Services (“Agreement”).
- B. The Agreement needs to be amended to continue prosecution service.
- C. In order to make this change, the Agreement needs updating.

FIFTH AMENDMENT TO AGREEMENT:

- 1. **Amendment.** Amendment 5 of the Agreement is hereby amended to read as follows:
Services shall continue through December 2024, and automatically renew annually beginning January 1, 2025 unless terminated with 60 days’ notice by either party.

Compensation for additional community Court hearings on Tuesday at the Shoreline City Hall will be billed at \$250 per court hearing only when at least one Kenmore defendant is present for court hearing.

Appearance at hearings involving Automated (i.e camera ticket) infractions are not included in this Agreement under base salary. If the Court requires the prosecutor’s presence at said hearings, the prosecutor will bill \$300 per hearing. If prosecutor is required to defend any appeals from automated traffic tickets in King County Superior Court, State Court of Appeals, or State Supreme Court, the Prosecutor will bill \$300 per hour.

- 2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
- 3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any

manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective date.** This Amendment shall be effective as of November 29, 2022.

DATED this ____ day of _____, 2022.

CONTRACTOR:

CITY OF KENMORE:

BY: _____

BY: _____

Name: _____

Rob Karlinsey

Title: _____

City Manager

Address: _____

APPROVED AS TO FORM:

Kenmore City Attorney's Office

Phone No.: _____

Amendment No. 5 to Agreement between City of Kenmore and Sarah Roberts, PLLC

Contract No. 10-C862

Page 2

Updated 1/2022 IBDR

VII. K. Authorize the City Manager to sign and execute Amendment No. 5 t...

CONTRACT FOR CONSULTANT SERVICES
Contract No. 10-C862

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Law Office of Sarah Roberts, whose principal office is located at 18050 Meridian Avenue North, Shoreline, WA 98133 ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

 X According to the rates set forth in Exhibit "B".

 X A sum not to exceed \$ 300,000.00

 Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

An annual Cost-of-Living (COLA) increase shall be automatically calculated on January 1st of each year of this Agreement. This annual COLA increase shall be the same as granted to non-union City employees by the City Council at the close of each year, if any. If no COLA increase

is granted by the City Council, then no COLA increase shall be given to Consultant under this Agreement.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on April 1, 2010 and ending December 31, 2012, unless sooner terminated under the provisions of this Agreement. The City reserves the right to automatically renew for an additional two year period for a total of four years. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

C. The provisions of this Section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. Insurance.

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under

this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. Except where disclosure is required by law or made necessary as part of Consultant's performance of the Scope of Services, Exhibit A, all information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Law Office of Sarah Roberts
18050 Meridian Avenue North
Shoreline, WA 98133

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

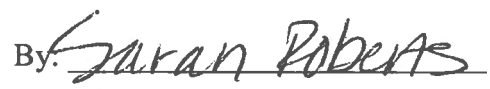
CITY OF KENMORE, WASHINGTON

By: 
Frederick C. Stouder

Title: City Manager

Date: March 25, 2010

CONSULTANT

By: 

Title: Attorney at Law

Date: April 7, 2010

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A – SCOPE OF SERVICES

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

Provide prosecution services on misdemeanor, gross misdemeanor and traffic infraction cases, where the City has original jurisdiction over any of the above matters committed all standards, rules, guidelines and regulations applicable to the legal profession, including but not limited to the Rules of Professional Conduct.

1. Review of cases for filing – Cases sent by the Kenmore Police Department (KPD) for prosecutor filing decision will be approved for filing or declining for filing within fourteen (14) days of receipt. Unless a case is approved for filing, the prosecutor will promptly send a memo to KPD explaining a decline or requesting additional information to be used in making the filing decision.
2. Complaints – Within thirty (30) days after a defendant pleads not guilty, the prosecutor will file a complaint with the court. At the same time, file notes will be prepared regarding evidence, witnesses and any extra information needed before trial.
3. Discovery – Discovery for all the above matters will be promptly provided to defense upon receipt of notice of appearance.
4. Subpoenas – The prosecutor is responsible to supply the court with the names of all City witnesses to be subpoenaed and notify witnesses if they are not needed.
5. Plea Offers – The prosecutor will prepare a plea offer for each case except for bail forfeitable offenses.
6. Victims of Complaining Witnesses – For domestic violence cases, it is anticipated that the domestic violence advocate will have contact with the victim right around the time of arraignment. Otherwise, the prosecutor will make direct contact with the victim (or if that is not practical, send a letter to the victim) by no later than two (2) weeks after arraignment. In other cases, shortly after the defendant pleads not guilty, the prosecutor will contact all necessary prosecution witnesses where it is likely that such witnesses will be necessary to appear for trial.
7. Case Management – Within thirty (30) days after a defendant pleads not guilty (without waiting for the case to come up on a court calendar) each case will be reviewed for trial readiness. This review will include insuring that proof of elements of the crime will be in hand for trial (e.g., admissible evidence re: status of driver's license). In the event an officer's attendance is not required for court, the prosecutor will provide cancellation notice consistent with KPD policy.

8. Domestic Violence Advocate – The prosecutor should have regular communication with the domestic violence advocate, particularly for discussion of upcoming cases. The prosecutor shall seek the input of the advocate before any unusual disposition of a case is proposed in court.
9. Court Appearance – The prosecutor will appear at all calendar settings unless otherwise waived. This includes sentencing, trials, contested hearings where an officer or witness presence is required, and probation hearings. However, it is likely that the standard procedure will be for the prosecutor to be excused from attending certain categories of calendars, such as routine review hearings during probation. The KPD or the court may request that the prosecutor attend all court hearings for individual defendants. When a case involves an offense, which KPD has indicated to the prosecutor is of particular sensitivity, the prosecutor shall contact KPD before any unusual disposition of the case is presented in court. In any event, the prosecutor shall advise KPD of such disposition as soon as possible after its presentation in court.
10. Appearance at Court – In the event that a City of Kenmore criminal matter is scheduled for hearing at court, then a prosecutor will attend such setting, unless otherwise waived.
11. Appeals – Prosecutor will represent the City for RALJ appeals at superior court. The prosecutor will perform legal research and file a responsive brief only after discussion with KPD. The prosecutor shall then, as necessary, prepare for and attend any required court appearances and oral arguments.
12. Liaison – The prosecutor will be the liaison between KPD and the court system regarding both court procedures and ongoing law enforcement operations.
13. Charging Decisions – Upon request of a police officer, the prosecutor will review criminal files to assist the KPD in making filing decisions. Cases are occasionally referred to the prosecutor to determine if there is sufficient evidence to file criminal charges. The prosecutor may then draft a criminal complaint and file it in court, or if there is insufficient evidence, may decline to charge or request additional police investigation.
14. Legal Advisor – The prosecutor shall be routinely available through email to all KPD officials and officers, including office visits, email and phone access for questions and issues.
15. Coverage – The prosecutor will arrange for coverage for illness or other absence. The prosecutor will provide the court with the names and telephone numbers of at least two other attorneys with whom the prosecutor has made prior arrangements with coverage for court appearances in the event that unexpectedly the prosecutor cannot attend. The

prosecutor will ensure that availability of attorney's and support staff is consistent with efficient delivery of services.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The Law Office of Sarah Roberts will be compensated at a flat fee of \$9,000.00 per month. This fee includes all of the costs incurred in providing prosecution services outlined in "Exhibit A" (Scope of Work)

Additionally, this flat fee includes all administrative costs incurred in servicing the contract (i.e. copies, postage, etc).

The flat fee does not include the coverage of code enforcement actions, which will be billed at a separate rate of \$150.00 an hour; provided that the City shall not pay an amount exceeding \$3,000.00 for Consultant's coverage of code enforcement actions.

The City shall not pay a sum exceeding \$300,000.00 for Consultant's services under this Agreement.

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D
CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation
 ☐ Partnership
 ☐ Government Consultant
☐ Individual/Proprietor
 ☐ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Law Office of Sarah Roberts

18050 Meridian Ave. N.

Shoreline, WA 98133

Phone: (206) 205-5684 Fax: (206) 205-3470

Fred Stouder
18120 68th Ave NE
PO Box 82607
Kenmore, WA 98028

March 30, 2011

Mr. Stouder:

I am writing to request an amendment to my prosecution contract and a small increase of \$300 in my monthly pay. When we negotiated the prosecution contract in April 2010, it did not include my handling of suspects First Appearance Hearing. At that time, another law firm handled these matters at the King County Jail

Since the City is now booking defendants into the Snohomish County Jail, it appears more cost effective to have my law firm handle these matters. These duties include reviewing police reports for defendants booked into jail, reviewing the defendant's criminal history, and making appropriate recommendations to the court regarding bail and conditions of release. I have been providing these services to the City since February 1st of this year and things have been running very smoothly. Therefore, I am requesting an amendment to my contract to include the handling of First Appearance Hearings, and a monthly increase from \$9000.00 to \$9300.00.

Please let me know if you have any questions or if you would like any additional information.

Sincerely,

Sarah Roberts
Prosecuting Attorney
City of Kenmore



Contract No. 10-C862 (Sarah Roberts)
Amendment No. 2

Domestic Violence Victim Coordinator Services

- Make direct contact with victims and witnesses of domestic violence crimes within 24-48 hours of incident.
- Explain role of Domestic Violence Coordinator.
- Prepare victim files.
- Interview victims, assess the information involving the crime, determine prior history of domestic violence and confirm all contact information.
- Determine restitution if necessary and collect financial statements from victims
- Safety plan and provide Domestic Violence Education material.
- Document the victim's response to the incident and provide defendant treatment recommendations to the Prosecutor.
- Provide support and community resources (shelter/housing, legal, mental health, CVC, VINE) to victims.
- Explain the process of criminal prosecution to victims and witnesses
- Maintain ongoing contact with victims in order to provide information regarding the case status (pc hearings, arraignments, pretrials and sentencing).
- Explain victim's rights and options regarding the criminal case and No Contact Orders.
- Assist victims with Orders of Protection.
- Effectively document all contact with victims and witness.
- Track active cases and uses a computer database to obtain, collect and evaluate information.
- Assist the Prosecutor in preparation of trials by obtaining certified Orders, providing updates concerning victim's preferences and concerns and prepare victims/witnesses for possible testimony.
- Draft all No Contact Orders and Subpoenas
- Help victims create Victim Impact Statements for the court.
- Work closely with the Police Department, the Prosecutor, the Court, and private or non-profit services.

Per our prior discussions, I would look to amend my current contract to include these services for an additional flat monthly rate of \$800.00.



Sarah Roberts
Prosecuting Attorney



Fred Stouder, City Manager
City of Kenmore

i:\city clerk\contracts\domestic violence services.doc

Contract No. 10-C862
Amendment No. 3

Page 186 of 355

The following sections of the contract for Prosecution Services between the City of Kenmore and the Law Office of Sarah Roberts, signed by the City on March 29, 2010, are amended as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Exhibit A is amended as follows:

a. The duties described in the second paragraph of Amendment No. 1 (Letter from Sarah Roberts to Fred Stouder dated March 30, 2011) attached hereto and incorporated herein are added to the scope of services of Exhibit A; provided, that the monthly increase mentioned at the end of the paragraph shall not apply; and

b. The Domestic Violence Victim Coordinator Services described in Amendment No. 2 attached hereto and incorporated herein are added to the scope of services of Exhibit A; provided, that the additional flat monthly rate mentioned at the end of Amendment No. 2 shall not apply.

2. Section 3 and Exhibit B are amended to read as follows:

a. Section 3.

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 1, 2013 and ending December 31, 2014, unless sooner terminated under the provisions of this Agreement. The City reserves the right to automatically renew for an additional two year period for a total of four years. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

b. Exhibit B.

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The Law Office of Sarah Roberts will be compensated at a flat fee of \$10,302.00 per month. This fee includes *all of the costs incurred in providing prosecution services outlined in "Exhibit A" (Scope of Work), handling of First Appearance Hearings as described in Amendment No. 1, and Domestic Violence Victim Coordinator Services as described in Amendment No. 2.*

DATED this 16th day of Jan., 2013.

CITY OF KENMORE:

BY: Rob Karlinsey

Rob Karlinsey

Title: City Manager

CONSULTANT:

By: Sarah Roberts

Title: Sole Proprietor

Address: 15050 Meridian Ave N.

Shoreline, WA 98133

Attest/Authenticated:

Patty Safrin
Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney

VII. K. Authorize the City Manager to sign and execute Amendment No. 5 t...

**CITY OF KENMORE CONTRACT NO. 10-C862
AMENDMENT NO. 4**

The following section of the 10-C862 Amendment No. 3 contract dated January 16, 2013, between the City of Kenmore and the Law Office of Sarah Roberts is amended to read as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 3. Duration of the Agreement. The Agreement shall be in full force and effect for a period commencing January 31, 2013 and ending December 31, 2020.

DATED this ____ day of _____, 20__.

CONSULTANT:

Sarah Roberts
BY: Sarah Roberts, Attorney at Law

Title: Sole Proprietor

Address: 17553 15th Ave NE
Shoreline Wa. 98155

Phone No.: 206 364 2965

CITY OF KENMORE:

BY: Rob Karlinsey
Rob Karlinsey
City Manager



City Council Business Agenda Item
City of Kenmore, WA

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<p>Subject/Topic: Renewal of Contract No. 10-C873 with PAWS to continue to provide animal shelter services through 2023.</p> <p>Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 10-C873, Amendment No. 6, substantially and materially in the form attached.</p>	<p>For Council Meeting Agenda of: <u>November 28, 2022</u></p> <p>Department: <u>Development Services</u></p> <p>Prepared by: <u>Samantha Loyuk, Development Services Director</u></p> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 11/18/22</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 11/18/22</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>LS 11/21/22</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 11/19/22</u></td></tr></tbody></table> <p>Exhibits/Attachments: 1. Contract No. 10-C873, Amendment No. 6 2. Exhibit B of Contract No. 10-C873 – Explanation of Rates and Services</p>		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 11/18/22</u>	Approved by City Attorney:	<u>DR 11/18/22</u>	Approved by Finance Director:	<u>LS 11/21/22</u>	Approved by City Manager:	<u>RK 11/19/22</u>
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Approved by City Attorney:	<u>DR 11/18/22</u>										
Approved by Finance Director:	<u>LS 11/21/22</u>										
Approved by City Manager:	<u>RK 11/19/22</u>										
<p><u>INFORMATION/BACKGROUND:</u> The City of Kenmore Development Services Department (“City”) contracts with Progressive Animal Welfare Society (“PAWS”) for animal sheltering services. The proposed amendment extends the contract through 2023.</p> <p>The City pays PAWS an intake fee for each animal brought to PAWS from Kenmore. The intake fee in 2022 was \$200 per animal plus \$20 per day; the 2023 rate was increased to \$220 plus \$20 per day, based on a CPI adjustment required by PAWS. If PAWS is not successful in recovering the cost from the animal’s owner, the balance is billed to the City. Costs for Kenmore are in alignment with other cities PAWS contracts with.</p>											
<p><u>FISCAL CONSIDERATION:</u> Pet licensing fees collected by the City typically off-set the expenditures associated with the PAWS contract. PAWS expenditures for 2022 (so far) totaled \$2,288.00.</p>											

CITY OF KENMORE CONTRACT NO. 10-C873
AMENDMENT NO. 6
PAWS Contract

This Amendment No. 6 is entered into between the City of Kenmore, a Washington municipal corporation ("City" or "Kenmore") and Progressive Animal Welfare Society (PAWS) ("Contractor"). City and Contractor are each a "Party" and together "Parties" to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on June 29, 2010, for the purpose of providing animal shelter services for the City of Kenmore ("Agreement").
- B. The Agreement needs to be amended to extend (renew) the contract.
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

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

The City shall pay the Contractor according to the rates set forth in Exhibit B.

- 2. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2023 and ending, December 31, 2024, with an option to renew annually at the City's discretion, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

- 3. **Amendment.** Section 17 of the Agreement is hereby amended to read as follows:

Notices to the City of Kenmore shall be sent to the following address:

Samantha Loyuk, Development Services Director
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028-0607

4. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
5. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.
6. **Effective date.** This Amendment shall be effective as of January 1, 2023.

DATED this 22 day of Nov, 2022

CONTRACTOR: PAWS

CITY OF KENMORE:

BY: Jennifer C

BY: _____

Name: Jennifer Convy

Rob Karlinsey

Title: Sr. Director PAWS

City Manager

Address: 15305 44th Ave W.
Lynnwood WA
98087

APPROVED AS TO FORM:

Phone No.: 425-412-4031

Kenmore City Attorney's Office

EXHIBIT B

Rates for Services to be Provided by Contractor. The Contractor shall furnish the services in accordance with the following rates:

1. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$220.00 for each animal brought to PAWS from the City's jurisdiction for the year 2023. For 2024, the \$220.00 intake fee rate will be adjusted based on the June to June CPI-U for the Seattle-Bellevue-Tacoma area, capped at 4% and rounded to the nearest dollar. If the June CPI-U for the Seattle-Bellevue-Tacoma area is negative, the intake fee will remain the same as 2023.

For animals that are brought to PAWS by City officials or King County Animal Control Officers and released to their owners prior to the applicable holding period expiring pursuant to Section 1.E of this Scope of Work, PAWS will attempt to recover the intake fee from the animal's owner. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. This includes licensed or unlicensed stray animals found within the City limits of Kenmore and brought to PAWS by a City Official or a King County Animal Control Officer.

2. PAWS may also charge the City a per day fee of Twenty Dollars (\$20.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.E. of the Exhibit A - Scope of Services. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

3. The City will propose allocating in the City's budget \$750 per year, to be allocated toward reducing or fully covering the pet owner's cost of the intake fee as established in the agreement for animals brought to PAWS by City officials or King County Animal Control Officers. PAWS will continue to attempt to recover the intake fee from the animal's owner, however, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee may be covered by funds in the Apprehension Fee Mitigation Fund. PAWS may, at its discretion and in good faith, allocate a maximum of the full cost of the intake fee considering the following requirements:

a) Funds from the Apprehensive Fee Mitigation Fund will only be allocated to offset costs of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers. PAWS may allocate a maximum of \$750 toward this cause for 2023 and 2024 each year, not to exceed a total of \$1,500. The City will remit payments for a maximum of \$750 for each year.

b) Once a pet-owner has been allocated any amount of funds to offset the costs of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers, they may not receive any additional funds for this purpose for the remainder of the calendar year.

c) PAWS will submit, with each monthly bill, an invoice for any funds allocated toward offsetting intake fee for animals brought to PAWS by City officials or King County Animal Control Officers, the animal ID number, animal name, primary breed, intake type, time and date of intake, and the owner's name and address.

4. The above mentioned payments shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.

5. Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of Exhibit A - Scope of Services. Said invoices shall indicate the total number of animals

handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said records shall be maintained for a period consistent with Section 8 of the Contract.

6. In accord with Section 3.C of the Agreement, PAWS agrees to provide its best efforts to submit to the City an estimate of the rates/charges for the provision of services described herein by October 1st of the year the contract is set to expire. The parties acknowledge that such an estimate would enable the City sufficient time to review and confer with PAWS regarding said rates/charges prior to the end term of this Agreement.



City Council Business Agenda Item
City of Kenmore, WA

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<p>Subject/Topic: Renewal of Contract No. 19-C2122 with Shannon & Wilson, Inc. to continue to provide geotechnical services through 2023.</p> <p>Proposed Council Action/Motion: Authorize City Manager to execute Contract No. 19-C2122, Amendment No. 3 substantially and materially in the form attached.</p>	<p>For Council Meeting Agenda of: <u>November 28, 2022</u></p> <p>Department: <u>Development Services</u></p> <p>Prepared by: <u>Samantha Loyuk, Development Services Director</u></p> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 11/17/22</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 11/18/22</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>LS 11/21/22</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 11/17/22</u></td></tr></tbody></table> <p>Exhibits/Attachments: 1. Contract No. 19-C2122, Amendment No. 3</p>		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 11/17/22</u>	Approved by City Attorney:	<u>DR 11/18/22</u>	Approved by Finance Director:	<u>LS 11/21/22</u>	Approved by City Manager:	<u>RK 11/17/22</u>
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Approved by Finance Director:	<u>LS 11/21/22</u>										
Approved by City Manager:	<u>RK 11/17/22</u>										
<p><u>INFORMATION/BACKGROUND:</u> The City of Kenmore Development Services Department (“City”) contracts with Shannon & Wilson, Inc. (“Shannon & Wilson”) for geotechnical services on an as-needed basis. Services include review of engineering permits and land use decisions, environmental assessments, and other activities associated with the review and approval of development projects within the city. While the demand for current services is low (since filling the vacant planner position within the department), these services are still needed from time to time. The contract has been in place since December 2019 and the department wishes to continue using Shannon & Wilson for these types of limited services. The proposed amendment renews the contract for a period of one (1) year (January 1, 2023 through December 31, 2023).</p>											
<p><u>FISCAL CONSIDERATION:</u> The Contract is for a sum not to exceed \$50,000 per year. The 2022-2023 biennium budget includes \$300,000 for this purpose, funded in the General Fund. Land use applications and permit fees collected from developers during permitting process pay for costs associated with staff (and consultant) review of development applications.</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> (1) Increase and preserve the options for affordable housing stock; (2) Develop a Climate Action Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration; and (3) Focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.</p>											

**CITY OF KENMORE CONTRACT NO. 19-C2122
AMENDMENT NO. 3**

Shannon & Wilson, Inc., Contract

This Amendment No. 3 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Shannon & Wilson, Inc., a Washington corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on December 17, 2019, for the purpose of providing on-call geotechnical services related to development or any other air quality service requested by the City (“Agreement”).
- B. The Agreement needs to be amended extend the contract (renewal).
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

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

The City shall pay the Consultant a sum not to exceed \$50,000, per year.

- 2. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2023 and ending, December 31, 2024, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

- 3. **Amendment.** Section 17 of the Agreement is hereby amended to read as follows:

Notices to the City of Kenmore shall be sent to the following address:

Samantha Loyuk, Development Services Director
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028-0607

4. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
5. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.
6. **Effective date.** This Amendment shall be effective as of January 1, 2023.

DATED this ____ day of _____, 20__.

CONSULTANT: Shannon & Wilson, Inc.

CITY OF KENMORE:

BY: 

BY: _____

Name: Michael D. Harney

Rob Karlinsey
City Manager

Title: Vice President

Address: 400 North 34th Street

APPROVED AS TO FORM:

Suite 100

Seattle, WA 98103

Kenmore City Attorney's Office

Phone No.: 206-695-6850



City Council Business Agenda Item
City of Kenmore, WA

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<p>Subject/Topic: Renewal of Contract No. 20-C2229 with Cascadia Law Group, PLLC. to continue to provide limited engineering construction inspection services through 2023.</p> <p>Proposed Council Action/Motion: Authorize City Manager to execute Contract No. 20-C2229, Amendment No. 2, substantially and materially in the form attached. Cascadia Law Group, PLLC.</p>	<p>For Council Meeting Agenda of: <u>November 28, 2022</u></p> <p>Department: <u>Development Services</u></p> <p>Prepared by: <u>Samantha Loyuk, Development Services Director</u></p> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 11/18/22</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 11/18/22</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>LS 11/21/22</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 11/19/22</u></td></tr></tbody></table> <p>Exhibits/Attachments: 1. Contract No. 20-C2229, Amendment No. 2</p>		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 11/18/22</u>	Approved by City Attorney:	<u>DR 11/18/22</u>	Approved by Finance Director:	<u>LS 11/21/22</u>	Approved by City Manager:	<u>RK 11/19/22</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 11/18/22</u>										
Approved by City Attorney:	<u>DR 11/18/22</u>										
Approved by Finance Director:	<u>LS 11/21/22</u>										
Approved by City Manager:	<u>RK 11/19/22</u>										
<p><u>INFORMATION/BACKGROUND:</u> The City of Kenmore Development Services Department (“City”) contracts with Cascadia Law Group, PLLC. (“Cascadia Law”) for legal representation related to air quality issues for Cadman Asphalt Plant and the Notice of Construction Approval issued by Puget Sound Clean Air Agency (PSCAA).</p>											
<p><u>FISCAL CONSIDERATION:</u> The Contract is for a sum not to exceed \$100,000 per year. The 2022-2023 biennium budget includes \$200,000 for this purpose.</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Develop a Climate Action Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration.</p>											

**CITY OF KENMORE CONTRACT NO. 20-C2229
AMENDMENT NO. 2**

Cascadia Law Group, PLLC., Contract

This Amendment No. 2 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Cascadia Law Group, PLLC., a Washington corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on December 4, 2020, for the purpose of providing on-call services for air quality issues related to Cadman Asphalt and the Puget Sound Clean Air Agency (PSCAA) or any other air quality service requested by the City (“Agreement”).
- B. The Agreement needs to be amended extend the contract (renewal).
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

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

From the period of January 1, 2023 through December 31, 2023, the City shall pay the Consultant for services in an amount not to exceed \$100,000.

2. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing December 4, 2020 and ending, December 31, 2023, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

3. **Amendment.** Section 17 of the Agreement is hereby amended to read as follows:

Notices to the City of Kenmore shall be sent to the following address:

Samantha Loyuk, Development Services Director

Amendment No. 2 to Agreement between City of Kenmore and Cascadia Law Group, PLLC.

Contract No. 20-C2229

Page 1

Updated 1/2022 IBDR

City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028-0607

4. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
5. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.
6. **Effective date.** This Amendment shall be effective as of January 1, 2023.

DATED this ____ day of _____, 20__.

CONSULTANT: Cascadia Law Group, PLLC.

CITY OF KENMORE:

BY:  _____

BY: _____

Name: Josh M. Lipsky

Rob Karlinsey

Title: Managing Partner

City Manager

Address: Cascadia Law Group PLLC

APPROVED AS TO FORM:

1201 Third Avenue, Suite 320

Seattle, WA 98101

Kenmore City Attorney's Office

Phone No.: (206) 292-6300

Amendment No. 2 to Agreement between City of Kenmore and Cascadia Law Group, PLLC.

Contract No. 20-C2229

Page 2

Updated 1/2022 IBDR

Amendment No. 2 to Agreement between City of Kenmore and Cascadia Law Group, PLLC.
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VII. N. Authorize the City Manager to execute Contract No. 20-C2229 Amen...



City Council Business Agenda Item
City of Kenmore, WA

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<p>Subject/Topic: Renewal of Contract No. 21-C2666 with Red Barn Engineering, Inc. to continue to provide limited engineering construction inspection services through 2023.</p> <p>Proposed Council Action/Motion: Authorize City Manager to execute Contract No. 21-C2667, Amendment No. 4, substantially and materially in the form attached.</p>	<p>For Council Meeting Agenda of: <u>November 30, 2022</u></p> <p>Department: <u>Development Services</u></p> <p>Prepared by: <u>Samantha Loyuk, Development Services Director</u></p> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 11/17/22</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 11/18/22</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>LS 11/21/22</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 11/19/22</u></td></tr></tbody></table> <p>Exhibits/Attachments: 1. Contract No. 21-C2666, Amendment No. 4</p>		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 11/17/22</u>	Approved by City Attorney:	<u>DR 11/18/22</u>	Approved by Finance Director:	<u>LS 11/21/22</u>	Approved by City Manager:	<u>RK 11/19/22</u>
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Approved by City Manager:	<u>RK 11/19/22</u>										
<p><u>INFORMATION/BACKGROUND:</u> The City of Kenmore Development Services Department (“City”) contracts with Red Barn Engineering, Inc. (“Red Barn”) for engineering construction inspection services on an as-needed basis. The current demand for services is high and Red Barn is conducting construction inspections Monday through Friday. As of October 31, 2022, the City has spent approximately \$100,000 on this contract. The 2023 contract amount has been significantly reduced based on the newly funded Construction Inspector position within Development Services department. The 2023 contract is still necessary since the new position may not be filled as of January 1, 2023.</p>											
<p><u>FISCAL CONSIDERATION:</u> The Contract is for a sum not to exceed \$50,000 per year. The 2022-2023 biennium budget includes \$300,000 for this purpose, funded in the General Fund. Land use applications and permit fees collected from developers during permitting process pay for costs associated with staff (and consultant) review of development applications.</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> (1) Increase and preserve the options for affordable housing stock; (2) Develop a Climate Action Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration; and (3) Focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.</p>											

**CITY OF KENMORE CONTRACT NO. 21-C2666
AMENDMENT NO. 4
Red Barn Engineering, Inc., Contract**

This Amendment No. 4 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Red Barn Engineering, Inc., a Washington corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on January 14, 2021, for the purpose of on-call development engineering construction inspections services for the City of Kenmore Development Services Department (“Agreement”).
- B. The Agreement needs to be amended extend the contract (renewal).
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

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

The City shall pay the Contractor a sum not to exceed \$50,000, per year.

- 2. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2023 and ending, December 31, 2023, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

- 3. **Amendment.** Section 17 of the Agreement is hereby amended to read as follows:

Notices to the City of Kenmore shall be sent to the following address:

Samantha Loyuk, Development Services Director
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028-0607

4. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
5. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.
6. **Effective date.** This Amendment shall be effective as of January 1, 2023.

DATED this 17th day of November, 2022.

CONSULTANT: Red Barn Engineering, Inc.

CITY OF KENMORE:

BY: Rebekah J. Weston

BY: _____

Name: Rebekah J. Weston

Rob Karlinsey
City Manager

Title: President

Address: 6610 NE 181st St. STE 2
Kenmore, WA
98028

APPROVED AS TO FORM:

Phone No.: 206 200 7174

Kenmore City Attorney's Office



City Council Business Agenda Item
City of Kenmore, WA

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<p>Subject/Topic: Renewal of Contract No. 21-C2667 with PACE Engineers, Inc. to continue to provide planning services through 2024.</p> <p>Proposed Council Action/Motion: Authorize City Manager to execute Contract No. 21-C2667, Amendment No. 2, substantially and materially in the form attached.</p>	<p>For Council Meeting Agenda of: <u>November 28, 2022</u></p> <p>Department: <u>Development Services</u></p> <p>Prepared by: <u>Samantha Loyuk, Development Services Director</u></p> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 11/17/22</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 11/18/22</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>LS 11/21/22</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 11/19/22</u></td></tr></tbody></table> <p>Exhibits/Attachments: 1. Contract No. 21-C2667, Amendment No. 2</p>		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 11/17/22</u>	Approved by City Attorney:	<u>DR 11/18/22</u>	Approved by Finance Director:	<u>LS 11/21/22</u>	Approved by City Manager:	<u>RK 11/19/22</u>
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Approved by Finance Director:	<u>LS 11/21/22</u>										
Approved by City Manager:	<u>RK 11/19/22</u>										
<p><u>INFORMATION/BACKGROUND:</u> The City of Kenmore Development Services Department (“City”) contracts with PACE Engineering, Inc. (“PACE”) for planning and engineering support services on an as-needed basis. Services include review of engineering permits, final plat language/survey requirements, environmental assessments, and other activities associated with the review and approval of development projects within the city. While the demand for current services is low (since filling the vacant planner position within the department), these services are still needed from time to time. The contract has been in place since January 2019 and the department wishes to continue using PACE for these types of limited services. The proposed amendment renews the contract for a period of two (2) years (January 1, 2023 through December 31, 2024).</p>											
<p><u>FISCAL CONSIDERATION:</u> The Contract is for a sum not to exceed \$50,000 per year. The 2022-2023 biennium budget includes \$300,000 for this purpose, funded in the General Fund. Land use applications and permit fees collected from developers during permitting process pay for costs associated with staff (and consultant) review of development applications.</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> (1) Increase and preserve the options for affordable housing stock; (2) Develop a Climate Action Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration; and (3) Focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.</p>											

CITY OF KENMORE CONTRACT NO. 21-C2667
AMENDMENT NO. 2
PACE Engineers, Inc., Contract

This Amendment No. 2 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and PACE Engineers, Inc., a Washington corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on February 4, 2021, for the purpose of providing on-call services related to development review, inspections and planning support services or any other engineering/planning services requested by the City (“Agreement”).
- B. The Agreement needs to be amended extend the contract (renewal).
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

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

The City shall pay the Consultant a sum not to exceed \$50,000 per year.

- 2. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2023 and ending, December 31, 2024, with an option to renew annually at the City’s discretion, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

- 3. **Amendment.** Section 17 of the Agreement is hereby amended to read as follows:

Notices to the City of Kenmore shall be sent to the following address:

Samantha Loyuk, Development Services Director
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028-0607

4. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
5. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.
6. **Effective date.** This Amendment shall be effective as of January 1, 2023.

DATED this ____ day of _____, 20__.

CONSULTANT: PACE ENGINEERS, INC.

CITY OF KENMORE:

BY: _____

BY: _____

Name: Kenneth H Nilsen

Rob Karlinsey

Title: Executive Vice President

City Manager

Address: 11255 Kirkland Way, Suite 300

APPROVED AS TO FORM:

Kirkland, WA 98033

Phone No.: 425-827-2014

Kenmore City Attorney's Office

<p>Subject/Topic: Climate Action Element – Comprehensive Plan Update</p> <p>Proposed Council Action/Motion: Authorize the City Manager to execute Agreement 22-C2859 with Cascadia Consulting Group for an amount not to exceed \$80,000 to develop a Climate Action Element for the City’s Comprehensive Plan.</p>	<p>For Council Meeting Agenda of: November 28, 2022</p> <p>Department: Public Works</p> <p>Prepared by: Richard Sawyer, Environmental Services Manager</p> <table border="0"> <thead> <tr> <th></th> <th><u>Initial & Date</u></th> </tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td> <td>RS</td> </tr> <tr> <td>Approved by City Attorney:</td> <td>NA</td> </tr> <tr> <td>Approved by Finance Director:</td> <td>LS</td> </tr> <tr> <td>Approved by City Manager:</td> <td>RK</td> </tr> <tr> <td>Exhibits/Attachments:</td> <td>NA</td> </tr> </tbody> </table>		<u>Initial & Date</u>	Approved by Department Head:	RS	Approved by City Attorney:	NA	Approved by Finance Director:	LS	Approved by City Manager:	RK	Exhibits/Attachments:	NA
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Approved by City Manager:	RK												
Exhibits/Attachments:	NA												
<p><u>INFORMATION/BACKGROUND:</u></p> <p>In the City’s recently adopted Climate Action Plan (CAP), Transportation & Land Use Action 2.2 directs staff to develop a Climate Action Element to integrate with the Comprehensive Plan update. With this direction, staff applied for a Washington State Department of Commerce Early Implementation Climate Planning Grant and was awarded \$80,000. The grant does not require any matching funds from the City and must be used by June 2023. In response to an RFP, the City received a proposal from Cascadia Consulting Group (CCG) to develop the Climate Action Element and have the final draft ready for Council review by June 2023. CCG also assisted the City in development of the CAP adopted earlier this year.</p>													
<p><u>FISCAL CONSIDERATION:</u></p> <p>The agreement will be funded by a Washington State Department of Commerce Early Implementation Climate Planning Grant in the amount of \$80,000.</p>													
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u></p> <p>Council’s 2021-2022 Priority #2 “Develop a Kenmore Climate Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration.”</p> <p>Council’s 2023-2024 Priority #1 “Implement the Adopted Climate Action Plan and Promote Environmental Stewardship, including Water, Air, Forest, and Habitat Restoration and Preservation.”</p>													



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:

City of Kenmore Participation in Regional Crisis Response (RCR) Program, Approval of the RCR Interlocal Agreement and Approval of the RCR as a Nonprofit Corporation

Proposed Council Action/Motion:

Approve the Regional Crisis Response Agency Interlocal Agreement, Approve the Incorporation of the Agency as a Nonprofit Corporation Under RCW Chapter 24.06 and Authorize the City Manager to Execute the ILA and Articles of Incorporation.

For Council Meeting Agenda of: November 28, 2022

Department: City Manager's Office

Prepared by: Stephanie Lucash, Deputy City Manager

Initial & Date

Approved by Department Head: SLL, 11/8/22

Approved by City Attorney: DR, 11/9/22

Approved by Finance Director: LS, 11/8/22

Approved by City Manager: RGK 11/14/22

Exhibits/Attachments:

- Regional Crisis Response Agency Interlocal Agreement
- Regional Crisis Response Agency Articles of Incorporation

OVERVIEW

At its September 19, 2022 meeting, the Kenmore City Council was briefed on Kenmore's partnership with the Cities of Bothell, Kirkland, Lake Forest Park and Shoreline and the coalition's proposal to merge the existing Response, Awareness, De-escalation, and Referral (RADAR) Navigator program and Kirkland's Community Responder program into a new entity called the Regional Crisis Response (RCR) Program. The new RCR program would offer seven day a week crisis response coverage. The goals for tonight are to approve the RCR Interlocal Agreement and the incorporation of the new agency as a nonprofit corporation under Revised Code of Washington Chapter 24.06.

BACKGROUND

Since its inception in 2016, the RADAR program's goals have been to strengthen community/police partnerships, increase the connection of at-risk individuals with effective behavioral health services and treatments, enhance community and first responder safety by reducing the potential for police use of physical force, and reduce repeat calls for service. RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response and resources for officers to follow up with a Mental Health Professional (MHP) Navigator for at-risk individuals in the community. While RADAR's goals have remained the same, the program has expanded to include co-response – meaning police and MHP Navigators respond to an incident together – to persons in mental health crisis.

In 2019, the cities of Bothell, Lake Forest Park, Kenmore, Kirkland, and Shoreline entered into a three-year interlocal agreement for the North Sound RADAR program. The City of Bothell agreed to serve as the lead agency, which included the responsibility to hire the Program Manager and serve as the Program Manager's employer along with providing finance and accounting services. The program was to be funded with a King County Mental Illness and Drug Dependency (MIDD) grant, along with any other investment that the individual

cities wanted to make independently of each other. RADAR MHP Navigators currently spend roughly 25% of their time responding to in-progress calls with police across the five cities.

RADAR EXPANSION AND NAME CHANGE TO REGIONAL CRISIS RESPONSE AGENCY

Currently, RADAR services are provided five days a week; the partner cities are proposing to expand the program to seven-day-a-week coverage and to change its name to the Regional Crisis Response (RCR) agency. To facilitate the expansion, the five RADAR cities have developed a program and governance model, budget, and funding structure through the creation of a new regional nonprofit entity that would further the goals of all five cities, consolidate crisis response under one entity, and allow for future expansion.

Providing seven-day-a-week crisis response will require a 13-member team: an Executive Director, a non-field scheduled Lead, an administrative support position, and ten in-field Community Responders (Navigators). This level of staffing will provide an average of 16-hours per day/seven days per week of scheduled coverage. Non-scheduled coverage, primarily from 11 pm to 6 am, will be covered through on-call/call-out practices.

Recommended Staffing Model

Total MHP Navigator FTEs	10 FTE
Co-Responding Team	1-2 MHP Navigators, 1 or more First Responders
Number of Teams During Peak Hours	2 to 4
Total Annual Program Cost (2023 dollars)	\$1,868,206
One-Time Start Up Costs (vehicles, office set up, other equipment, reserve funds)	\$405,055
Proposed 2023 Kenmore Financial Contribution	\$130,693
Proposed One-Time Kenmore Start Up Costs Contribution	\$40,566
Total Proposed Kenmore Contribution in 2023	\$171,259

In addition to creating a program model that meets the community needs, the cities have worked to address the insurance requirements that have been barriers to hiring until this point. The cities successfully petitioned the Washington Cities Insurance Authority (WCIA) to change their coverage restrictions to cover mobile crisis response programs; this new coverage should help with the recruitment and retention of RCR Program MHPs.

In 2021 the City of Kirkland created their own alternative response program. Kirkland has six funded positions as part of their program; one of the positions is intended to become the Program Supervisor in the new entity. Merging the two programs will create a more robust program with significant funding from Kirkland for the 2023-2024 biennium.

REGIONAL ENTITY INTERLOCAL AGREEMENT

Staff is recommending the creation of a non-profit regional entity for the operation of the RCR agency. The five member cities would jointly control and oversee the program. The nonprofit is legally separate from the member agencies and bears primary responsibility and liability for the program. The member agencies will set the annual budget, hire the executive director, make operational policy and procedure decisions, and oversee the program's day-to-day operations. The cities have developed a proposed interlocal agreement and draft articles of incorporation; both documents are attached.

The cities are proposing to have one city, Kirkland, hire the staff, loan them to the regional entity and provide all the fiduciary responsibilities for the regional entity. Other programs using this model include A Regional Coalition for Housing (ARCH) and eCityGov. The RADAR employees who are currently City of Bothell employees would transfer to the City of Kirkland and would be subject to the City of Kirkland's policies and bargaining agreements. The City of Kirkland would charge an administrative fee for the services provided.

CHANGES BASED ON CITY COUNCIL FEEDBACK

This work was presented to all five city councils in September. Based on feedback from city council members, the following changes were made to the ILA and articles of incorporation:

New Name: Regional Crisis Response (RCR) Agency: All city councils, including Kenmore's, expressed concern about the original proposed name, Community Mobile Crisis Response (CMCR). Kenmore staff participating on a naming subcommittee of the group proposed a new name – the Regional Crisis Response (RCR) Agency, pronounced, "racer". All documents are now drafted with this new name.

Reduction in Term from Six to Four Years: The agreement's initial term, in which a principal cannot withdraw, is reduced from six to four years. This change was based on our Council's challenges identifying an ongoing funding source for this important work. The shorter four-year term is still aligned with all member agencies' biennial budgets.

More Clear Language in the Whereas Statements and Definitions, Agency Goals, and Related Sections: This ILA version clarifies the intended population for this agency to serve in several sections, beginning with the 'whereas' statements, "...community members in crisis with underlying behavioral health conditions..." and deletes the reference to developmental disabilities. Additionally, this version strengthens the Agency Goals section to have more direct and action-oriented goals. There are several other minor edits throughout the agreement for clarity and consistency with the definitions section.

Governance Changes: This version incorporates several changes related to how each element of the overall governance structure functions. The overall structure remains intact.

Principals Assembly: This version of the ILA states the Principals Assembly shall convene not less than three times per year in the first year and at least one time per year after that. Additionally, a Principals Assembly may be convened upon request of legislative bodies of two or more principals.

Executive Board: This section has several revisions clarifying a member agency's Alternate Representative to the Executive Board must be responsible for central administration of their respective agency, the Board may allow public comment at its meetings, and the Board may adopt performance metrics. Additionally, to ensure the Executive Board hears from a variety of perspectives on the two advisory groups, the agendas shall include reports from or on behalf of both advisory groups. Individual advisory group members, like members of the public, are also encouraged to provide comment. Lastly, membership on the Executive Board is limited to the Chief Administration Officer (or Alternate) of each member agency.

Operations Board and Community Advisory Group: This section clarifies the Executive Board's intention that the number of Police Chiefs or designees on the Operations Board shall not exceed the number of other reps. Revisions also clarify the meeting schedule to be as often as necessary but no less than six times per year.

Executive Director: This section clarifies additional duties of the Executive Director to ensure communication flows among the overall governance structure. This includes preparing and submitting meeting minutes of the Operations Board and Community Advisory Group to the Executive Board in a manner that ensures the protection of sensitive information and privacy of members, submitting reports on the agency's effectiveness in meeting performance metrics, and preparing and presenting the annual report to the Executive Board and Principals Assembly.

Weighted Vote and Budget: There were no changes made to the budget or methodology for determining each city's financial contribution. However, the cities added in a provision that in mid-2024, in conjunction with the development of each city's 2025-2026 budget, the Executive Board is to consider an amendment to the ILA funding structure to include factors other than a per-capita rate (for example caseload or a blend of per capita and caseload or other factors). This recommendation would be formed and potentially put forth to each member agency's legislative body.

Public Records: This section clarifies the fiscal agent, in coordination with the Executive Director, shall be responsible for responding to public records requests.

Adding New Members: There is a new section that clarifies no new members shall be admitted in the first year of agency operations, and once new members are added, it is the intention of the Board that existing members do not experience a material reduction in service as a result. Requirements to be admitted as a member agency are expanded to include counties and that new members must agree to RCR's policies and procedures.

New Section on Merger, Consolidation, or Sale of Assets: This section is added to clarify what may happen to agency assets in the event the agency merges with another program or is absorbed by another entity.

Organizational Chart: An initial agency organizational chart, visualizing the staffing configuration supported by the initial agency budget, is included in the interlocal agreement document.

NEXT STEPS

Kenmore is the last of the five partner cities to vote on the five-city ILA and creation of the new nonprofit corporation. The Shoreline City Council approved these actions on October 24, 2022, the Kirkland City Council approved these actions on November 1, 2022, the Lake Forest Park City Council approved these actions on November 10, 2022, and the Bothell City Council approved these actions on November 15, 2022. If all five cities vote to proceed, it is anticipated that work would begin immediately to make the transition, with the goal to have the new entity up and running by the second quarter of 2023. The City of Kenmore was also the lead applicant on a grant application seeking funding from a new co-responder grant program with the Association of Washington Cities (AWC). We found out on November 18, 2022 that our grant application was successful and the coalition will be receiving \$70,500 in these grant funds in 2023, which will help offset our costs.

PROPOSED COUNCIL ACTION FOR TONIGHT

Approve the Regional Crisis Response Agency Interlocal Agreement, Approve the Incorporation of the Agency as a Nonprofit Corporation Under RCW Chapter 24.06 and Authorize the City Manager to Execute the ILA and Articles of Incorporation..

FISCAL CONSIDERATION:

The City's portion of this expansion is expected to cost \$171,259 in 2023 and \$153,839 in 2024. This request is included in the City's 2023-24 biennial budget request and is proposed to be funded by Strategic Opportunities Fund dollars in 2023 and 2024. This is a temporary source of funds for this ongoing program; City staff will continue to explore new, ongoing funding sources for this program, some of which were presented to the Council at its meeting on November 7, 2022, as part of the combined Climate Action Plan and Housing and Human Services package. The table below shows the 2023 cost breakdown for the member cities and reflects the fact that Kirkland has agreed to pick up a larger share of costs for the first biennium since their community responder program had planned a higher level of service than the other cities. In the following biennium, the other cities' (including Kenmore's) contributions will go up when Kirkland's larger share goes down. Currently, King County fully funds the RADAR program through the MIDD grant. This expansion proposes that the five participating cities fund the costs of the expanded program. As noted above, we found out on November 18, 2022 that our AWC grant application was successful and the coalition will be receiving \$70,500 in grant funds in 2023, which will help offset our costs as shown below.

City	2023 On-going Costs (Kirkland Covers +3.5 FTEs)	April 1, 2022 Population	2023 On-going Costs Distributed Per Capita	2023 One- Time Costs	2023 On-Going (Kirkland Covers +3.5 FTEs & One-Time
Bothell	\$ 265,509	48,940	\$ 380,103	\$ 82,412	\$ 347,921
Kenmore	\$ 130,693	24,090	\$ 187,100	\$ 40,566	\$ 171,259
Kirkland	\$ 1,070,865	93,570	\$ 726,732	\$ 157,567	\$ 1,228,432
Lake Forest Park	\$ 73,891	13,620	\$ 105,783	\$ 22,935	\$ 96,826
Shoreline	\$ 327,248	60,320	\$ 468,488	\$ 101,575	\$ 428,823
Total	\$ 1,868,206	240,540	\$ 1,868,206	\$ 405,055	\$ 2,273,261

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #3: Diversity, Equity, Inclusion and Accessibility and Goal #7: Enhance Public Safety

REGIONAL CRISIS RESPONSE AGENCY
INTERLOCAL AGREEMENT

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[TO BE UPDATED PRIOR TO FINALIZING DOCUMENT]

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REGIONAL CRISIS RESPONSE AGENCY INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”), is entered into by and among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington (“RCW”), for the purpose of establishing the “Regional Crisis Response Agency” (the “Agency” or “RCR”) as a separate, independent governmental administrative agency, which shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. This Agreement is dated as of the Effective Date (as defined in Section 34 below).

RECITALS

WHEREAS, the Formation Principals are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of use of force by law enforcement; and

WHEREAS, the Formation Principals have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce use of force, and improve outcomes for community members in behavioral health crisis, through an interlocal agreement among the Formation Principals dated as of May 2019 (the “2019 Agreement”); and

WHEREAS the City of Kirkland created a Community Safety Initiative in 2021 to fund “community responders” to respond to calls from people in crisis with underlying behavioral health conditions (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Formation Principals determined to explore creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members in crisis with underlying behavioral health conditions will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, codified at 39.34 RCW, and the Washington Nonprofit Miscellaneous and Mutual Corporation Act, codified at chapter 24.06 RCW;

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF THE REGIONAL CRISIS RESPONSE AGENCY.

There is hereby created a regional mobile crisis response agency, hereinafter called the “Regional Crisis Response Agency” (the “Agency” or “RCR”). The parties hereto each hereby assign to the Agency the responsibility for developing, owning, operating, and managing a regional mobile crisis response operation on behalf of the Principals as authorized by the Interlocal Cooperation Act as further described in this Agreement. The Agency shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of approximately four (4) years, from its Effective Date through December 31, 2026 (the “Initial Term”) and shall thereafter be of ongoing duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement without just cause, provided that a Principal may upon action of the Executive Board be deemed withdrawn and therefore terminated from this Agreement as provided in Sections 12(f) and 18.

SECTION 3. DEFINITIONS.

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be

given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

- a. Agency or “RCR”. The “Agency” or “RCR” is the Regional Crisis Response Agency, the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purposes set forth herein.
- b. Agreement. The “Agreement” is this Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- c. Articles of Incorporation. The “Articles of Incorporation” refer to the articles filed with the Washington Secretary of State under chapter 24.06 RCW, as such may be amended from time to time.
- d. Budget Share. The “Budget Share” means the portion of the Agency budget for a given budget period (which may be annual or biennial, as the Executive Board may determine) payable by a Principal, as further described in Section 12.
- e. Bylaws. The “Bylaws” mean the bylaws adopted by the Executive Board to govern its operations, as such Bylaws may be amended from time to time.
- f. Chief Administrative Officer. The “Chief Administrative Officer” with respect to any Principal is the City Manager in a council-manager form of city government and is the City Administrator or chief appointed official in a mayor-council form of government.
- g. Community Advisory Group or Groups. “Community Advisory Group” means the group or groups established per Section 9.
- h. Community Members in Crisis. “Community Members in Crisis” means those individuals with apparent behavioral health, substance use, medical or basic needs crises encountered by Field Staff in their work for the Agency.
- i. Effective Date. “Effective Date” has the meaning set forth in Section 35.
- j. Executive Director. The “Executive Director” is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- k. Executive Board. The “Executive Board” is the body described in Section 7 and shall be the legislative body of the Agency.
- l. Field Staff. “Field Staff” mean employees of the Agency, sometimes referred to as “community responders” or “navigators,” whose primary job duties are to engage with Community Members in Crisis outside of the Agency offices. Field staff may be licensed mental health professionals and/or non-licensed peer support specialists.
- m. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.
- n. Initial Term. “Initial Term” has the meaning set forth in Section 2.

- o. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.
- p. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Administrative Officer of such Principal or such officer’s designated alternate.
- q. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.
- r. Operations Board. The “Operations Board” is the advisory body described herein.
- s. Partner Agencies. Partner Agencies are public, nonprofit, or private agencies, other than the Agency, providing services or direct assistance to Community Members in Crisis as a result of referrals made by Agency staff. Partner Agencies are not parties or third-party beneficiaries to this Agreement.
- t. Principal. A “Principal” is a general-purpose municipal corporation formed under the laws of the State which meets the requirements of Section 14, has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by the Agency according to such terms and conditions as may be established by the Executive Board. The Formation Principals are Principals.
- u. Public Safety Operations Serving the Principals. The term “Public Safety Operations Serving the Principals” shall include police, fire, emergency medical, and public safety dispatch services provided to the Principals directly through contract as well as by operational departments of Principals providing these services.
- v. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.
- w. Quorum. A “Quorum” of the Executive Board for purposes of doing business on any issue means at least 51% of the Members (or such Member’s alternates) in number plus one additional Member (or such Member’s alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the initial Executive Board comprised of five Members shall be four Members).
- x. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means at least 51% of the Members present constituting a quorum and voting, with each Member present and voting having one vote. (By way of example, if five Members of the Board are in attendance at a meeting and voting on an issue, a simple majority would be three affirmative votes. If four Members of the Board are in attendance at a meeting and voting on an issue, a simple majority of would be three affirmative votes).
- y. State. “State” means State of Washington.

z. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).

aa. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.

bb. 2019 Agreement. The “2019 Agreement” is the Interlocal Agreement by and between the Formation Principals providing for joint funding of the RADAR program operated by the City of Bothell.

SECTION 4. AGENCY GOALS

The goals of the Agency shall be to:

- a. Provide a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Principals.
- b. Significantly reduce police response to behavioral health calls by providing alternatives in appropriate instances to police as the primary response to Community Members in Crisis by deploying mental health professionals or similarly certified staff as crisis responders.
- c. Enable Agency service coverage 24 hours per day, 7 days per week.
- d. Coordinate with regional crisis stabilization facility(s) serving the North King County area.
- e. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems.
- f. Ensure the safety of Field Staff.
- g. Reduce strain on police and fire departments by reducing repeat calls from Community Members in Crisis.
- h. Attract and retain highly qualified Field Staff.
- i. Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.
- j. Operate the Agency under a shared governance and funding model, maximizing the use of grant funding where practicable.

SECTION 5: AGENCY SERVICES.

a. The Agency has the responsibility and authority for providing, in the furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for Community Members in Crisis, through the deployment of Field Staff who will:

- i. Respond to in-progress calls routed directly to the Agency by public safety dispatch agencies, or that are initially routed by public safety dispatch agencies to the Public Safety Operations Serving the Principals.
- ii. Provide resource navigation, referral, and follow-up services for Community Members in Crisis as appropriate to address the current crisis and reduce risk of future crisis events.
- iii. Outreach and response to, and engagement of, Community Members in Crisis.
- iv. Provide education, training and information to the Principals' public safety departments through, among other strategies, creation of response plans for encountering known Community Members in Crisis.
- v. Establish and update from time-to-time standard protocols for communications to and from Agency Field Staff and Public Safety Operations Serving the Principals.

b. Stakeholder Engagement. The Agency will inform its service delivery practices and procedures through the engagement of Community Members in Crisis encountered by Field Staff or those with similar lived experience, Community Advisory Groups, an Operations Board, and Partner Agencies.

c. Information Sharing and Collaboration. The Agency will provide a forum for the sharing of information and resources for the purpose of developing expertise and data that can inform continuous learning on how to improve provision of mobile crisis de-escalation and referral services and better meet the needs of both Community Members in Crisis, Public Safety Operations Serving the Principals, and Partner Agencies.

d. Limitation on Authority. The Agency shall have no authority to set local policies or take enforcement action on behalf of any Principal.

e. Expansion of Scope of Services. The Agency may provide additional ancillary public services to the extent reasonably necessary for the development and implementation of best practices in delivery of mobile crisis response and de-escalation and referral, upon approval of a Supermajority Vote of the Executive Board. The Agency shall not operate any crisis stabilization facilities for the care of Community Members in Crisis or provide any ongoing clinical services.

f. An expansion of the scope of services is defined as items consistent with but not expressly enumerated in this Section 5.

g. The initial staffing and organizational chart for the Agency, upon which the initial Agency biennial budget is based, is set forth at Exhibit A.

SECTION 6. AGENCY POWERS.

Through its Executive Board, the Agency shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals.
- b. Review and approve budget expenditures for the Agency.
- c. Establish policies for expenditures of budget items for the Agency.
- d. Review and adopt a personnel policy for the Agency (if applicable).
- e. Review and approve operating and financial policies for the Agency.
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Agency.
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the Open Public Meetings Act.
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations, consistent with Section 8.
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 5.
- j. Retain an Executive Director.
- k. Create advisory boards and committees to review and make recommendations.
- l. Approve strategic plans.
- m. Approve the addition of new Principals to this Agreement and the terms of participation in the Agency and receipt of Agency services.
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement.
- o. Direct and supervise the Executive Director.
- p. Make purchases or contract for services necessary to fully implement the purposes of this Agreement.
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies.
- r. Receive all funds allocated to the Agency by Principals.

- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Agency.
- t. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets.
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Agency's name.
- v. Make and alter bylaws for the administration and regulation of its affairs.
- w. Any and all other lawful acts necessary to further the Agency's goals and purposes.

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. The Agency shall be governed by an Executive Board composed of one representative from each Principal, which representative shall be the Chief Administrative Officer of each such Principal or their alternate as provided in Section 7.d. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from the Agency. Members may serve only for such time as they are the duly appointed or acting Chief Administrative Officer of their respective agency.
- c. Powers. The Executive Board shall have final decision-making authority upon all Agency policy issues and shall exercise the powers described in Section 6. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).
- d. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Executive Board. All alternates must have management and/or director responsibilities within such individual's respective agency central administration. Either the primary Member or such Member's alternate may attend meetings of the Executive Board; provided, however, if both representatives are in attendance at a meeting of the Executive Board, only the primary Member of the Executive Board shall be included for purposes of establishing a quorum and voting on matters before the Executive Board. If an alternate is serving in a meeting on behalf of a Member, such alternate shall have all of the rights and authority of the primary Member of the Executive Board under this Agreement, including but not limited to establishing a quorum and voting on matters

before the Executive Board. When a Member of the Executive Board is represented by a designated alternate, the Member is considered to have an excused absence from the meeting.

e. Quorum. 51% of the Members (or their alternates) in number plus one Member (or their alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members).

f. Voting. The Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 7.g or as otherwise specified by Section 19 require a Simple Majority Vote for approval. A Member may not split its vote on an issue. No voting by proxies shall be allowed. Voting by a designated alternate shall not be considered voting by proxy.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.
- ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of the first day of each budget period based on the Budget Share.
- iii. In connection with the preparation of the 2025-2026 biennial budget, the Executive Board shall recommend to the Principals' legislative bodies an amendment to this Agreement adjusting the definition of Weighted Vote to incorporate additional factors such as the calls for service responded to by Field Staff within each Principal jurisdiction, or other factors that the Executive Board determines appropriate. It shall be the intent of the Executive Board to propose a new definition that is fair to all Principals and flexible enough to accommodate the addition of new Principals or withdrawal of existing Principals. It is also the intent of the Executive Board that if the Executive Board does not recommend an amendment to the definition of Weighted Vote in connection with the 2025-2026 biennium, the issue may be discussed in connection with a subsequent biennium.

g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval of or amendment to the Agency budget, including other service charges.
- ii. A decision to acquire assets, equipment, real or personal property valued at over 20% of the then current budget for the budget period.

- iii. Admission of a new Principal.
- iv. Appointing or removing the Executive Director.
- v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
- vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
- vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, or merger, consolidation or sale of all or substantially all assets of the Agency per Section 21).

h. Officers. The Executive Board shall have four officers: a President, Vice-President, Secretary and Treasurer. It will be the function of the President to preside at the meetings of the Executive Board. The Vice-President shall assume this role in absence of the President. At the first meeting of the Executive Board following the Effective Date of this Agreement, the Executive Board officers shall be elected, and shall serve in this capacity through May 31, 2024, whereupon new officers shall be elected by the Executive Board. Annually thereafter, the Executive Board shall elect a new President and Vice President for one-year terms commencing each June 1. In the event of a vacancy in the President position, the Vice-President shall assume the role of President for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Executive Board shall elect a new Vice-President to serve to the balance of the term of the departed Vice-President. An officer elected to fill the unexpired term of their predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Agency, with such duties as may be described in the Agency Bylaws, provided that such persons shall not be Members of the Executive Board.

i. Staffing. The Executive Director shall assign Agency staff to support the Executive Board as the Executive Director deems appropriate.

j. Meetings. The Executive Board shall meet as often as it deems necessary and not less than six times each calendar year. The Executive Board shall, at least annually, adopt a regular meeting schedule for the upcoming calendar year, which states the time, date, and location for regular meetings of the Executive Board. Meeting agendas shall include, as needed, reports from or on behalf of the Operations Board and the Community Advisory Group. Individual members of the Operations Board and the Community Advisory Group are encouraged, similar to other members of the public, to provide comment on matters before the Executive Board.

Special meetings may be called by the President or a majority of the Members of the Executive Board as permitted in the Open Public Meetings Act. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference, video conference or other comparable means, as permitted by the Open Public Meetings Act. Regular and special meetings, including any executive sessions, must be properly noticed and held as required under the Open Public Meetings Act.

k. Parliamentary Procedure. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

l. Public Comment. The Executive Board may allow public comment at its meetings and shall ensure there are multiple means for the public to offer comments to the Agency.

m. Agency Performance Metrics. In consultation with the Executive Director, the Executive Board shall from time to time adopt and revise performance metrics and targets for the Agency.

SECTION 8. PUBLIC RECORDS.

The Executive Director, or designee, shall keep records related to the Agency as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Executive Board. Each Principal shall keep records related to the Agency as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Principal, and each Principal shall be responsible for responding to public disclosure requests addressed to it in accordance with the State Public Records Act and such procedures as may be established by the Party. The Fiscal Agent, in coordination with the Executive Director shall be responsible for responding to public disclosure requests addressed to the Agency in accordance with the State Public Records Act, and such procedures as may be established by the Executive Board.

SECTION 9. ADVISORY GROUPS; PRINCIPAL'S ASSEMBLY.

a. Operations Board. An Operations Board is hereby created to serve in an advisory capacity to the Executive Director and Executive Board. The Operations Board shall be composed of:

- i. The Police Chief or their designee from each Principal.

- ii. Not less than one representative from a public safety dispatch agency providing service to at least one Principal.
- iii. Not less than one representative from a fire district, regional fire authority or fire department providing service to at least one Principal.
- iv. Not less than two representatives from Partner Agencies.
- v. Any additional representatives as determined by the Executive Board, it being the intent that the number of Police Chiefs or their designees serving on the Operations Board shall not exceed the number of other representatives on the Operations Board.

Operations Board Members, other than those identified in Section 9.a.i above, shall be nominated by a Member of the Executive Board and must be confirmed by a simple majority of the Executive Board. The Operations Board shall meet as often as it deems necessary and not less than six times each calendar year.

The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between the Public Safety Operations Serving the Principals, the Agency and its staff, and Partner Agencies. Specifically, the Operations Board shall provide advisory support to the Executive Director and the Executive Board in the review and development of proposed Agency operating policies and procedures, proposed program and service options, proposed training and outreach regarding Agency operations and procedures, information sharing, and such other matters as the Executive Board may direct. The Operations Board may, in its discretion, and with consent of the Executive Board President, make presentations to the Executive Board at Board meetings. The Executive Director shall regularly report to the Executive Board on the information and advice offered by the Operations Board. The Executive Director shall prepare summary minutes of each meeting of the Operations Board, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Operations Board members. The Executive Board shall consider input from the Operations Board in its deliberations.

b. Community Advisory Groups. The Executive Director shall establish and appoint members to one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis, or other individuals with lived experience similar to that of Community Members in Crisis. In respect for the privacy of these individuals, the Community Advisory Group(s) shall not be considered standing committee(s) of the Agency. The Community Advisory Group(s) shall provide information and advice to the Executive Director on the policies and procedures of the Agency in its work with Community Members in Crisis. The Executive Director shall meet with the Community Advisory Group(s) approximately monthly, and in any event not less than 10 times per year. A Community Advisory Group may, in its discretion, and

with consent of the Executive Board President, make presentations to the Operations Board and Executive Board at regularly scheduled Board meetings. The Executive Director shall regularly report to the Executive Board and Operations Board on the information and advice offered by the Community Advisory Group(s). The Executive Director shall prepare summary minutes of each meeting of a Community Advisory Group, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Community Advisory Group members. The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

c. Principals Assembly. The Agency shall hold a Principals Assembly not less than three times per year in the first biennium of the Agency operations. Thereafter, the Principals Assembly shall be held at least one time per year. A Principals Assembly shall also be convened upon request of the legislative bodies of two or more Principals. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report: (1) reviewing the activities of Agency for the previous calendar year; (2) presenting the work program and significant events for the upcoming calendar year; (3) presenting a financial management report for Agency, including in the year prior to the end of the current budget period, the proposed budget for the following budget period; and (4) reporting on workload and performance benchmarks of Agency. Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

SECTION 10. EXECUTIVE DIRECTOR.

a. Executive Director. The Executive Board shall be responsible for the appointment and termination of an Executive Director. The Executive Director shall have experience in the delivery of mental health services for persons with apparent

behavioral health issues and/or developmental disabilities, as well as administrative experience and such individual's appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from such position as Executive Director upon the Supermajority Vote of the Executive Board, with or without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

b. Duties of Executive Director. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement.
- ii. Develop and submit to the Executive Board a proposed budget.
- iii. Consult with the Operations Board regarding Agency operations, programs and services. It is the intent of the parties that the Executive Director will seek the active participation and advice of the Operations Board in Agency operations.
- iv. Consult with staff from Public Safety Operations Serving the Principals and human services, mental health and behavioral health service providers on a regular basis to develop and improve the safety and efficacy of Field Staff activities.
- v. Administer the Agency in its day-to-day operations consistent with the policies adopted by the Executive Board.
- vi. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.
- vii. Report to the Executive Board on the Agency's effectiveness in meeting Executive Board adopted metrics and other performance targets.
- viii. Prepare and submit to the Executive Board and Principals Assembly an annual report as described in Section 9.c.

The Executive Director shall actively and continuously consider and evaluate all means and opportunities to enhance Agency services and programs. The Executive Director shall also gather and maintain data relevant to Agency services and best practices with respect to mobile crisis response for persons with behavioral health issues and/or developmental disabilities. The Executive Director shall present recommendations to the Operations Board and Executive Board from time to time. The Executive Director shall, at least quarterly, submit budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board. The Executive Board shall provide direction to Executive Director as to which operational policies must be approved by the Executive Board and which may be implemented administratively.

SECTION 11. PERSONNEL POLICY.

The Executive Director may, as such individual deems necessary from time to time, submit to the Executive Board a proposed Agency personnel policy for the Executive Board's approval, rejection or modification. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless the Agency hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's principal employer.

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.

a. Budget Fiscal Year. Agency budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board. The initial budget period will be the period from the date the Agency is legally established through the end of calendar year 2024.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Board. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with any Operations Board's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget and forward same to Principals, all no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 15 prior to commencement of the budget period, following confirmation of the approval by the legislative authorities of Principals of each respective shares of the budget, as evidenced by resolution or other appropriate method received by Agency no later than December 1 preceding the commencement of the budget period. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal, effective as of the first day of the budget period for which the budget was not approved.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the Agency budget to the budgets adopted by the Principals and account for other operating changes.

d. Cost Allocation and Budget Share. The Agency budget for Agency costs shall, in the 2023-2024 budget period, be allocated as shown on Exhibit B. Thereafter,

Agency costs, net of revenues from grants or other sources, shall be allocated between Principals in each budget period (as determined by the Executive Board) on a per capita basis, based on the April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington published by the Washington State Office of Financial Management Population Estimate (or equivalent population database) in the year prior to the commencement of the budget period. Each Principals' cost allocation for a budget period is also referred to as the Principal's Budget Share.

e. Payment of Agency Charges. Each Principal shall pay its Budget Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board.

f. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law and approved by the Executive Board, until paid. If a payment is more than three months delinquent, the delinquent Principal shall not be entitled to vote on any Executive Board matter until all delinquent payments together with accrued interest have been paid. A Principal who is six months delinquent in payment shall not have access to Agency services until all payments including accrued interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the Agreement. A delinquent Principal (whose has not yet been determined to have withdrawn from this Agreement) in attendance at a meeting shall be included for purposes of establishing a quorum. Withdrawal does not extinguish the obligation to pay Agency for its Budget Share(s) during the time it was a party to this Agreement, together with interest.

g. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations of the Agency, at levels the Executive Board determines to be appropriate.

SECTION 13. USE OF AGENCY FUNDS.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by Agency, Agency may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

b. Eligibility for King County Mental Illness and Drug Dependency (MIDD) Funds. The Principals place a high priority on securing grants of MIDD funds and other grants to significantly offset funds Principals would otherwise need to contribute to pay for operation and management of the Agency. The Executive Board and Executive Director shall take all steps reasonably necessary to ensure the Agency remains eligible for receipt of MIDD grant funds.

SECTION 14. ADDITION OF NEW PRINCIPALS

a. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.t and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.t, a city seeking to become a Principal must:

- i. Have a coterminous jurisdictional boundary with at least one then-current Principal;
- ii. Accept the terms of this Agreement, any Agency Bylaws, and adopted policies and procedures; and
- iii. Not have held Principal status with the Agency within the five years immediately preceding the date of application to become a Principal.

b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Principals to incur additional cost or to experience any material reduction in services from the Agency.

c. Addition of Non-City Principals. A non-city governmental entity otherwise meeting the requirements of Section 14.a. may be admitted as an Agency Principal on the terms and conditions acceptable to the parties and their respective legislative authorities.

d. No Additional Principals in first year of Agency Operations. Notwithstanding the foregoing terms of this Section 14, no Principals in addition to the Formation Principals shall be admitted within the first year of the Agency's operations.

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.

a. Agency Staffing. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program established by the 2019 Agreement, and the applicable Member jurisdictions from and after the Effective Date of this Agreement. All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the

Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland. The Executive Board may, from time to time, contract with one or more other Principals or agencies for loaned staff and/or contract and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

b. Fiscal Agent. Unless otherwise determined by the Executive Board, the Agency shall have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Agency. The Fiscal Agent may be the Agency itself or may be a Principal or other agency pursuant to an agreement between the Agency and the Fiscal Agent. All such Fiscal Agent agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for such services. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to deposit, manage, invest and expend Agency funds in furtherance of the purposes of this Agreement. Subject to such additional requirements as may be set forth by the Executive Board, the Fiscal Agent for Agency shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board.

From and after the Effective Date of this Agreement, the parties agree that the initial Fiscal Agent shall be the City of Kirkland. The terms for the Fiscal Agent shall be provided by separate agreement between the Agency and the City of Kirkland. Such agreement shall be approved by Simple Majority Vote of the Executive Board and may include terms relating to providing financial, information technology, records management, legal, office space, fleet vehicles and vehicle maintenance, uniforms, radios, and other services, facilities and materials to Agency. The Executive Board may, from time to time, contract with one or more other Principals or agencies for successor Fiscal Agents and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

c. General Contract and Support Services. The Executive Board or the Executive Director with advice of the Executive Board shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, legal, purchasing, information technology, and data processing.

SECTION 16. RETAINED POWERS OF PRINCIPALS.

Each Principal shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with Agency staff operations. Interconnecting equipment and services will

not be included in Agency's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

a. Ownership of Property. Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Agency. The Agency may dispose of and otherwise convey its property as provided by law and policies of the Agency.

b. Equipment and Furnishings. Equipment and furnishings for Agency's operation shall be acquired as provided by law. If any Principal provides equipment or furnishings for Agency's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Agency.

c. Annual Inventory. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Agency, and the values thereof.

d. Return of Loaned Property. In the event of dissolution or termination of Agency, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Except as provided in Section 2, any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Agency Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws or is terminated (by being deemed withdrawn for nonpayment pursuant to Section 12(f)) shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or termination.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to Agency.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive

Board only on budget items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Agency beyond the scope of expansion authorized in Section 5.g.
- b. The terms and conditions of membership on the Executive Board.
- c. Voting rights of Executive Board Members.
- d. Powers of the Executive Board.
- e. Principal contribution responsibilities inconsistent with Section 12.d.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, termination or withdrawal.
- h. Adding a non-city Principal pursuant to Section 14.
- i. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal.

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Executive Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Agency shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in the Agency on the day prior to the termination date and shall be apportioned between Principals

based on the ratio that the average of each Principal's contributions to the operating budget over the preceding six years bears to the total of all then remaining Principals' operating budget contributions paid during such six-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

- ii. Loaned Property. In the event of dissolution or termination of the Agency, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Agency exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection "i" above.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three Principals remain party to this Agreement, then the Agreement shall terminate one year from the first date that only three Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Agency, unless provision is made for those obligations.

SECTION 21. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of the Agency with another entity, or the sale of all or substantially all assets of the Agency, shall require a Supermajority Vote.

SECTION 22. DISPUTE RESOLUTION.

a. Whenever any dispute arises between Principals or between the Principals and the Agency (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 23. INSURANCE.

a. The Executive Board, the Executive Director and the Agency shall take such steps as are reasonably practicable to minimize the liability of the Principals, including but not limited to the utilization of sound business practices. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Agency and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/ Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

b. No Field Staff shall be deployed unless insurance approved by the Executive Board is in place covering their actions and insuring both Field Staff, Agency and the Principals from liability resulting from Field Staff actions. The cost of such insurance shall be borne by the Agency.

c. To the extent practicable, all Principals shall be named as additional insureds (or an equivalent) on any policy held by the Agency, including pool insurance.

SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the "Fiscal Agent" in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Agency and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs ("Damages"), arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused in whole or in part by another Principal.

c. Each Principal shall indemnify and hold the Agency and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations

under this Agreement, except to the extent the injuries and damages are caused by the Agency.

d. As provided in its Articles of Incorporation, the Agency shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Agency's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. The Agency shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's or the Agency's acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

f. Each Principal shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Agency, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

h. Each party shall give the other parties proper notice as provided in Section 26, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Agency (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 25. INTERGOVERNMENTAL COOPERATION.

The Agency shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Agency's operations and minimize costs of service delivery.

SECTION 26. NOTICE.

Notices required to be given to the Agency under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President, Agency Executive Board
c/o Principal agency's address

Notices to Principals or Executive Board Members required hereunder may be given by mail, overnight delivery, email (with confirmation of transmission), or personal delivery. Each Principal and Executive Board Member shall provide the President of the Agency Executive Board written notice of the address for providing notice. Any change in address shall be promptly sent to the President of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 27. CHOICE OF LAW; VENUE.

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 28. FILING.

Pursuant to RCW 39.34.040, this Agreement shall be filed with King County, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 29. NO THIRD PARTY BENEFICIARIES.

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

SECTION 30. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION 31. RATIFICATION.

All prior acts taken by the Principals consistent with this Agreement but prior to its Effective Date are hereby ratified and confirmed.

SECTION 32. COMPLIANCE WITH LAWS; NONDISCRIMINATION.

During the term of this Agreement, the Agency and the parties hereto shall comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any of the services provided by the Agency under this Agreement constitute the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

The parties and the Agency shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

SECTION 33. ENTIRE AGREEMENT.

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

SECTION 34. TERMINATION OF 2019 AGREEMENT.

This Agreement is intended to replace the existing 2019 Agreement among the Formation Principals with respect to the RADAR Program. From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be

terminated and shall be superseded and replaced by the terms of this Agreement. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement.

SECTION 35. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of [January 1, 2023] (the “Effective Date”), subject to approval by the legislative bodies of all five Principals prior filing of the Agreement as required by Section 28.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

CITY OF BOTHELL

CITY OF KENMORE

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

Date: _____

Date: _____

CITY OF KIRKLAND

CITY OF LAKE FOREST PARK

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

Date: _____

Date: _____

CITY OF SHORELINE

Date

Approved as to Form:

City Attorney

Date:

EXHIBIT A
Initial Agency Organizational Chart

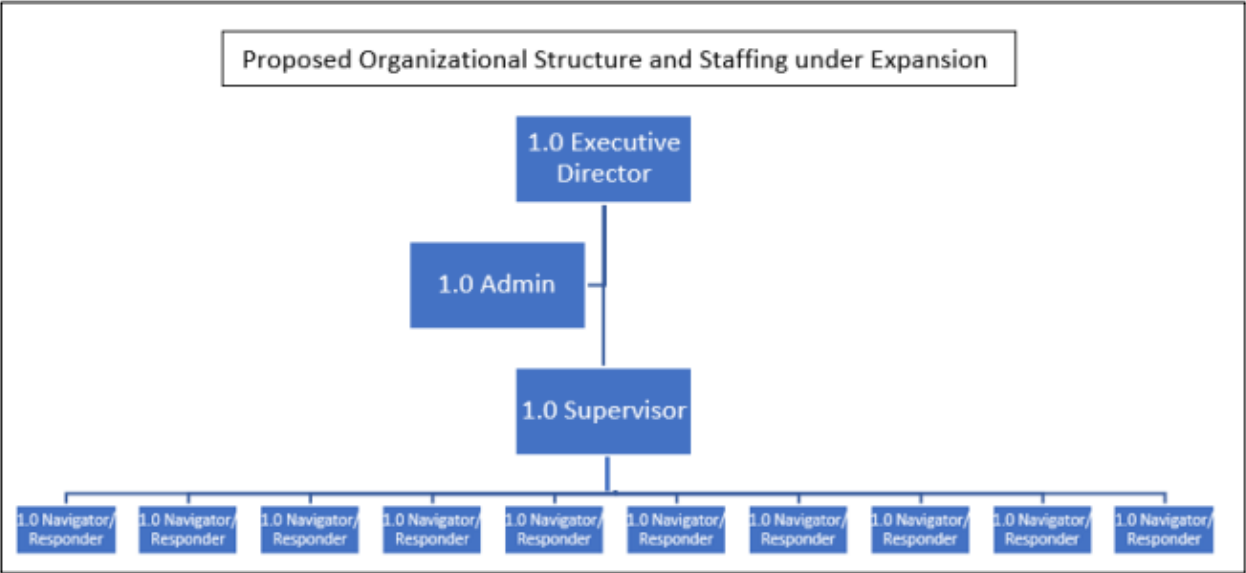


EXHIBIT B
2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES

2023-2024 Regional Crisis Response Agency Budget

Budget	START-UP COST	ONGOING OPERATIONS			GRANDTOTAL (START-UP & ONGOING)
		2023	2024	TOTAL '23-'24	
EXPENSES					
Personnel	\$8,580	\$2,020,933	\$2,104,847	\$4,125,780	\$4,134,360
Professional Services & Training	\$18,000	\$49,400	\$50,882	\$100,282	\$118,282
Clothing and Equipment	\$41,400	\$10,450	\$10,764	\$21,214	\$62,614
IT, Supplies, and Furniture	\$52,830	\$155,745	\$160,763	\$316,508	\$369,338
Vehicles	\$100,000	\$24,740	\$25,482	\$50,222	\$150,222
Miscellaneous	\$184,246	\$195,340	\$201,917	\$397,257	\$581,502
TOTAL EXPENSES	\$405,056	\$2,456,607	\$2,554,655	\$5,011,262	\$5,416,318
REVENUES					
Grants/Other External Revenue*		\$588,400	\$508,400	\$1,096,800	\$1,096,800
TOTAL REVENUES		\$588,400	\$508,400	\$1,096,800	\$1,096,800
PROGRAM BALANCE (covered by Principals)	\$405,056	\$1,868,207	\$2,046,255	\$3,914,462	\$4,319,518

*The budget assumes MIDD grant funding will be awarded in 2023-2024 at roughly \$436,000 per year. The balance is grants from WASPC and DOJ.

2023-2024 Principal Budget Shares

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
PRINCIPAL SHARES						
2023 Start-Up (1-Time Costs)	\$82,412	\$40,566	\$157,567	\$22,935	\$101,575	\$405,056
2023 On-going Costs	\$265,509	\$130,693	\$1,070,865	\$73,891	\$327,248	\$1,868,207
2024 On-going Costs	\$312,532	\$153,839	\$1,107,700	\$86,978	\$385,205	\$2,046,255
TOTAL 2023-2024	\$660,454	\$325,099	\$2,336,132	\$183,804	\$814,029	\$4,319,518

ALLOCATION METHODOLOGY

The one-time start-up costs are shared on a per capita basis. In 2023-2024, Kirkland covers the cost of 3.5 FTEs, and the remaining costs not funded through other revenues are funded by the five cities on a per-capita basis.

ARTICLES OF INCORPORATION
OF
REGIONAL CRISIS RESPONSE AGENCY

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation:

ARTICLE I — NAME

The name of this corporation is: REGIONAL CRISIS RESPONSE AGENCY (the “Agency”).

ARTICLE II — DURATION

The period of duration of the Agency is perpetual.

ARTICLE III — PURPOSES

The Agency is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Regional Crisis Response Agency Interlocal Agreement (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining a mobile crisis response agency as further described in the Interlocal Agreement.

ARTICLE IV — PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles, the Agency shall not conduct or carry-on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the Agency shall inure to the benefit of any director, officer, or private individual. No substantial part of the activities of the Agency shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the Agency shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The Agency shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

ARTICLE V — POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles or in the Agency’s Bylaws or in the Interlocal Agreement, the Agency shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Agency’s purposes.

ARTICLE VI — MEMBERS

Each Member of the Agency must be a general-purpose municipal corporation formed and existing under the laws of the state of Washington meeting the requirements described in the Interlocal Agreement. As used in these Articles, the term “Members” means “Principals” as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The Agency shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee, or officer of the Agency, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Agency or the winding up of its affairs. Upon dissolution of the Agency, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the Agency, and after returning, transferring, or conveying assets held by the Agency requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the Agency shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

ARTICLE VIII — DISSENTING MEMBERS

“Dissenting members,” as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the Agency shall be set forth in the Bylaws of the Agency.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the Agency is City of Kirkland (c/o the Regional Crisis Response Agency), 123 5th Avenue, Kirkland, WA 98033. The name and address of its initial registered agent is the City Clerk (or such officer's designee), City of Kirkland, 123 5th Avenue, Kirkland, WA 98033.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the "Executive Board") shall consist of five (5) directors. The names and addresses of the persons who are to serve as initial directors are:

[____], City Manager
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

[____], City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

[____], City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

[____], City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

[____], City Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

Actions of the Directors of the Agency shall be conducted as provided in the Interlocal Agreement, the Bylaws and policies of the Agency. The Board shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Directors, as

provided for in the Interlocal Agreement, and including but not limited to the powers provided for in the Interlocal Agreement.

Directors may be removed as provided for in the Interlocal Agreement.

ARTICLE XII -- OFFICERS

The Agency shall have four officers, a President, Vice-President, Secretary and Treasurer. The responsibilities of the officers shall be described in the Interlocal Agreement and the Agency Bylaws.

ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

[_____] , City Manager
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

[_____] , City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

[_____] , City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

[_____] , City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

[_____] , City Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the Agency (a director is referred to as a “Member of the Executive Board” in the Interlocal Agreement) shall not be personally liable to the Agency for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the Agency to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the Agency, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Agency occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the Agency shall indemnify any director and officer of the Agency who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Agency to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the “Executive Board” in the Interlocal Agreement), the Agency may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Agency. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the Agency, shall be advanced by the Agency to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the Agency shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of the Agency, a vote of the Board of Directors of the Agency, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The Agency shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member's/Principal's officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the Agency.

Nothing in these Articles may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by the Agency shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such indemnification would cause the Agency to lose its exemption from federal income taxation.

ARTICLE XVI — CONFLICTS

In the case of any conflict between any of these Articles and the Bylaws of the Agency, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

ARTICLE XVII — DATE OF INCORPORATION

The date of incorporation of the Agency shall be _____, 2023.

ARTICLE XVIII — NO CORPORATE STOCK; NO DISTRIBUTION OF SURPLUS FUNDS

The Agency will have no capital stock. The Agency will not distribute surplus funds to its members, stockholders, or other persons.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation this ____ day of _____, 2023.

INCORPORATORS:

[Signature blocks to follow]

Regional Crisis Response Agency Interlocal Agreement

**Kenmore City Council
November 28, 2022**



Background

- Kenmore has partnered with the Cities of Bothell, Kirkland, Lake Forest Park and Shoreline on the Response, Awareness, De-escalation, and Referral (RADAR) Navigator program since 2019
- RADAR provides Mental Health Professional (MHP) navigators to assist police and co-respond to calls from people in mental health crisis
- Expanded services are needed to achieve better outcomes for our residents in crisis
- The proposed new entity is called the Regional Crisis Response (RCR) Program
- The new program and nonprofit entity would expand to seven day a week coverage
- The five city coalition has been working on this expansion for more than a year
- Funding for this expansion and new entity was included in the 2023-24 approved budget
- All four other city councils have already approved the actions before you tonight



We Heard You: Changes Made to This Final Version

- New name: Regional Crisis Response (RCR) Agency
- Reduction in term from six to four years
- Provision to re-look at funding structure before next biennial budget cycle
- Organizational Chart
- More clear language in definitions and goals
- Minor governance changes
- Requires three principals meetings in first year
- Clarifies executive board membership and reporting from Advisory Group
- Clarifies membership on Operations Board and six meetings per year
- Clarifies duties of Executive Director
- Addresses public records requests
- Clarifies no new members can be added in first year
- New section on merger, consolidation or sale of assets



Exciting Grant Funding News

- Kenmore was lead applicant on a grant application seeking funding from a new co-responder grant program at the Association of Washington Cities (AWC)
- We found out on November 18, 2022 that our grant application was successful and the coalition will be receiving \$70,500 in these grant funds in 2023, which will help offset our costs
- We are committed to continue working as a coalition to explore and apply for more grant funds to continue to help offset our costs



Recommended Action

The action proposed for Council action tonight is as follows:

Approve the Regional Crisis Response Agency Interlocal Agreement,
Approve the Incorporation of the Agency as a Nonprofit Corporation Under
RCW Chapter 24.06 and Authorize the City Manager to Execute the ILA and
Articles of Incorporation.





Business of the City Council City of Kenmore, WA

Subject/Topic: Discussion of Planning Commission's Recommendations on Transit-Oriented Development (TOD) Amendments

Proposed Council Action/Motion: For information and discussion.

For Council Meeting Agenda of: 11/28/22

Department: Community Development

Prepared by: Debbie Bent, Community Development Director and Lauri Anderson, Principal Planner

	<u>Initial & Date</u>
Approved by Department Head:	DB, 11/17/22
Approved by City Attorney:	NA
Approved by Finance Director:	NA
Approved by City Manager:	RK, 11/17/22

Exhibits/Attachments:

Attachment 1: Summary of amendments
Attachment 2: Zoning map excerpt
Attachment 3: Recommended code amendments
Attachment 4: Public hearing comments and staff responses
Attachment 5: Public hearing postcard
Attachment 6: Related Comprehensive Plan policies

At your November 21 joint meeting with the Planning Commission, the Commission presented their recommendations on revised Transit-Oriented Development (TOD) standards for the area around the Kenmore Park and Ride, including an expansion of density and affordability standards west to Downtown. A summary of the changes is presented as Attachment 1. Attachment 2 is an excerpt from the Zoning Map showing the location of a proposed new zoning district: Urban Residential (UR).

Attachment 3 provides all of the proposed amendments, affecting multiple code sections. The Comprehensive Plan ordinance (22-0558) that the City Council adopted on November 7 includes policies supporting these changes.

Attachment 4 contains an overview of the Planning Commission public hearing comments and staff responses.

History of the Project

The City adopted an optional TOD overlay zone in 2015 "to reinforce the City's planned concentrations of pedestrian-oriented mixed-use development at intensities that support and are supported by multi-modal transportation options, including high-capacity transit." This overlay allows a developer to proceed either under the standards in the underlying zoning district of their property or through the TOD overlay standards which allow much higher densities, with corollary affordable housing requirements.

In January 2021, the City Council assigned to the Planning Commission review of the Comprehensive Plan Vision Statement and the Land Use and Housing Elements as part of the State-mandated 2024 Comprehensive Plan update. The Council also directed that the Commission consider expansion of the TOD district. The Commission has been working on this project since that time and a brief outline of their work follows:

- January-February 2021: Commission reviewed VISION 2050 (the multicounty planning policies) that identify Kenmore as a "High-Capacity Transit Community" with related regional responsibilities. Compact, mixed use development and transit-supportive densities are expected within about ¼ mile (walking distance) of the future bus rapid transit (BRT) route along SR-522.
- March 2021: Commission reviewed the TOD standards and information on development intensities.

- April 2021: Commission reviewed the multifamily tax exemption provisions in the TOD and began review of the King County Countywide Planning Policies.
- May 2021: Commission continued review of the Countywide Planning Policies, including growth targets, Kenmore's housing units and jobs capacity, and the City's role as a Candidate Countywide Growth Center (including the westernmost portions of the TOD as well as Downtown).
- June 2021: Commission reviewed TOD standards and preliminary policy options, reviewed standards for a Countywide Growth Center, and discussed Downtown heights and densities. The Planning Commission chose not to pursue TOD standards west of Downtown, given the impact of increased heights on views.
- August 2021: Commission reviewed the draft Vision Statement, including a new clause: "Kenmore embraces its role as a high-capacity transit community, supporting bus rapid transit and other transit options as part of the regional network."
- September-December 2021: Commission continued their review of the Comprehensive Plan update, including several goals and policies related to TOD (described more fully below under "Approval Criteria").
- January 2022: New Commissioners (3) were introduced to the project and the Commission confirmed the policy approaches to the TOD.
- February 2022: Commissioners hosted a TOD panel discussion and expressed interest in a more extensive review of the TOD standards.
- March 2022: Commission finalized the recommendations for the Land Use and Housing Elements, including the addition of a new implementing zoning district, "UR" (Urban Residential) to support the TOD amendments.
- May 17, 2022: Commission held a public hearing on the Comprehensive Plan update project.
- June 27, 2022: Commission presented their Comprehensive Plan recommendations to the City Council.
- June 30, 2022: Mike Stanger, with A Regional Coalition for Housing (ARCH) gave a presentation to the Planning Commission on how to assess the financial feasibility of affordable housing requirements in new development.
- July 2022: Commission began discussion of the TOD code amendments, including increased heights.
- August 2022: Commission discussed affordability requirements for the TOD and Downtown, including review of affordability standards from other jurisdictions.
- September 2022: Commission finalized TOD and Downtown recommendations in preparation for a public hearing.
- October 18, 2022: Commission held a public hearing on the proposed amendments. A matrix of public comments and staff responses is found in Attachment 4.
- November 1, 2022: Commission finalized their recommendations for presentation to the City Council.

TOD Moratorium and Interim Regulations

While the Planning Commission was considering the TOD recommendations, the City Council became aware of the potential for lower-density projects within the overlay area that could interfere with the intended planning. In August 2021, the Council adopted public emergency Ordinance 21-0533 that established an effective date for a six-month moratorium to and through February 16, 2022 to give the Planning Commission sufficient time for their review process. On September 27, 2021, following a public hearing, the Council adopted Ordinance 21-0535 amending Section 2 of Ordinance 21-0533 to allow an additional exemption for building permit applications for or the construction of transitional housing or permanent supportive housing or building permit application for or the construction of indoor emergency housing.

Six months later, the Council replaced the moratorium ordinances with interim regulations that allow certain development applications at appropriate densities within the TOD overlay consistent with the City's long-range planning (Ordinances 22-0543 and 22-0555). These interim regulations, which prohibit townhouse development, are set to expire on January 25, 2023.

A significant amount of public comment at the Planning Commission's public hearing related to a pre-application meeting for a development proposal on a property on 80th Avenue NE. Under current rules, this property could develop using the R-18 (Multifamily) or TOD overlay zoning, which would permit apartments or condominiums. The first pre-application proposal by the developer was to develop townhomes; this was prevented by the interim regulations. The developer then proposed a multifamily project under the current TOD overlay rules—which would permit a project up to 65' in height with design standards and affordable housing requirements applied. Alternatively, the developer could apply under the current R-18 zoning for a 60' tall multifamily project. No permit applications for this project have been submitted and required permits would include SEPA Review, Site Plan Review, and a Shoreline Substantial Development Permit.

The regulations recommended by the Planning Commission would continue to prohibit standalone townhouses, but would allow townhouses as one component of a larger, more dense, development. Permissible building heights in the new UR (Urban Residential) zone (which would replace both the R-18 and TOD overlay zonings in this area) would increase maximum height from 60' or 65' to 85'. The affordable housing percentage would increase from 10% to 25%, with reduced parking requirements.

Community Outreach

Throughout the TOD project, the Commission has encouraged involvement by the community. Public participation efforts included:

- Comprehensive Plan Vision Statement, Land Use and Housing Element outreach. Policies supporting the TOD District and extension of the density and affordability standards west to the Downtown, are part of the Comprehensive Plan updates. Comprehensive Plan public involvement included public hearings, E-news and Kenmore Quarterly articles, availability of Spanish interpreters at the public hearing, and email invitations to a number of local organizations to participate in the update project.
- Maintenance of the large Planning Commission mailing list and direct outreach to those who participated on the TOD developers' panel.
- Information on the City website.
- Postcard invitations to the TOD public hearing mailed to all property-owners within the TOD overlay area and the area of Downtown Commercial zoning (see Attachment 5).

Approval Criteria

As with the Comprehensive Plan updates most recently considered by the City Council, the proposed regulations must meet approval criteria identified in Zoning Code. Staff believes these criteria are satisfied and that the amendments could be approved. The criteria (and staff's responses) are:

1. The proposed amendment is consistent with the Growth Management Act and the countywide planning policies;

Staff response: The amendments reflect requirements from the Growth Management Act, VISION 2050 (the multicounty planning policies) and the King County Countywide Planning Policies. New emphases on growth in areas of high-capacity transit and housing affordable to all income levels come directly from these documents. Kenmore is designated as a "High-Capacity Transit Community" and the TOD amendments support that designation.

2. The proposed amendment eliminates an inconsistency or does not create an inconsistency within the comprehensive plan;

Staff response: The amendments are consistent with the 2022 Comprehensive Plan amendments adopted by the City Council on November 7. Related policies are included in Attachment 6.

3. The proposed amendment meet at least one of the following criteria:

- a. The proposed amendment is beneficial to the City as a whole and will not adversely affect public health, safety, and welfare; or
- b. The proposed amendment addresses changed circumstances within the City as a whole; or
- c. The proposed amendment accommodates new policy direction from the city council.

Staff response: The changes satisfy all of these criteria. The amendments would be beneficial to the City as a whole as future growth is accommodated in ways that do not adversely affect public health, safety, or welfare. The amendments would support transit use consistent with the City’s regional obligations as a high-capacity transit community and no adverse community impacts are anticipated.

The affordable housing crisis and arrival of bus rapid transit to Kenmore reflect changed circumstances in the Puget Sound Region to which these amendments respond.

Lastly, the new amendments accommodate new policy direction from the City Council which asked specifically that this topic be addressed.

4. The proposed amendment is consistent with the policies, objectives, and goals of the comprehensive plan.

Staff response: The TOD regulations and Zoning Map change (creation of Urban Residential—UR—zone) are consistent with the policies, objectives, and goals of the Comprehensive Plan update the Council adopted on November 7.

5. The proposed amendment does not duplicate or conflict with other portions of the Kenmore Municipal Code.

Staff response: Regulations in the Municipal Code were reviewed and amendments recommended, as necessary, to ensure that there is no conflict with the TOD changes.

Next Steps

On November 28, the City Council will continue discussion of the project. Staff hopes to receive direction from the Council on how the project should move forward. Staff anticipates a final ordinance for City Council consideration in January—potentially before the expiration of the current interim regulations on January 25, 2023.

Washington State was notified of the proposed regulations in September and a SEPA Environmental Checklist has been submitted to the Development Services Department for review.

FISCAL CONSIDERATION: None.

COUNCIL PRIORITY BEING ADDRESSED: Many of the City Council’s 2021/2022 priorities are addressed by the TOD District project, including Priority 1: “Increase and preserve the options for affordable housing stock;” Priority 6: “Focus on and emphasize multimodal transportation safety...;” and Priority 11: “Engage and educate the community on growth and development in Kenmore.”

SUMMARY OF RECOMMENDED TOD AMENDMENTS

BACKGROUND

The recommended TOD amendments primarily affect two areas of the City: the area of the existing TOD overlay (east of 73rd Avenue NE on the north side of SR-522) and Downtown (the current Downtown Commercial zone). The Planning Commission considered expanding the TOD framework further to areas west of Downtown but concluded that view protection concerns precluded the building heights needed to effectively implement TOD.

ZONING DISTRICT APPROACH

The basic TOD standards (permitted uses, increased height, minimum density, maximum density, affordable housing, design standards, reduced parking, pedestrian connectivity, and tree grove preservation) have been incorporated into existing nonresidential zoning districts in the area: Downtown Commercial, Urban Corridor east subarea, and Public/Semi-Public (the Park and Ride property).

The residential zones in the TOD overlay would be converted into a single new zoning district: Urban Residential (UR).

PERMITTED USES

All zones under consideration allow mixed-use development, although smaller-scale commercial uses are envisioned in the Urban Residential zone. Prohibitions on standalone townhouse developments were added, although townhouses would be permitted as part of a larger development.

INCREASED HEIGHT

The TOD developers' panel suggested that allowing heights up to 85' would provide the most flexibility for future developers. (85' is the maximum height allowed for wood frame construction over a concrete podium.) The current TOD height limit is 65'. After reviewing images of various building heights, the Planning Commission concluded that a height limit of 85' in the TOD overlay area was appropriate. In the Downtown Commercial area, the Commission increased the height limit to 65' (without some current restrictions), but did not increase heights further in recognition of the need to do additional analysis of the Kenmore Air flyway.

As the TOD overlay area is near Kenmore's heron rookery, the Planning Commission's recommendations include a special requirement that would require new development in the area of the heron rookery to address height and building orientation issues in a habitat management plan, with recognition that height and building orientation standards may be adjusted to protect the rookery.

MINIMUM DENSITY

The TOD overlay minimum density (60 dwelling units per acre) was applied to the zoning districts in the overlay area and to standalone residential projects in the Downtown Commercial zone.

MAXIMUM DENSITY

The TOD overlay maximum density (150 dwelling units per acre) was applied to all zoning districts under consideration.

AFFORDABLE HOUSING

The most significant changes to the current TOD standards relate to the inclusionary affordable housing requirements. The existing TOD overlay has a very complicated formula for affordable housing provision that results in an overall maximum requirement of 10% affordable units.

During City Council discussions of the TOD interim regulations, interest was expressed in looking at a 25% inclusionary requirement for households making 50% area median income (AMI) or less.

After studying development feasibility, staff from A Regional Coalition for Housing (ARCH) concluded that this ambitious goal would be difficult to achieve given current development standards. The Commission suggested reducing parking requirements to make potential projects possible. On balance, the Planning Commission felt that provision of more deeply affordable housing was more important than more stringent parking requirements.

The recommended new requirement, then, is for a 25% inclusionary requirement for households making 50% AMI or less. (See reduced parking discussion, below.)

In the Downtown Commercial zone west of 73rd Avenue NE, the 25% inclusionary affordable housing requirement is included, but would be for households with incomes no greater than 70% AMI. This higher AMI reflects the fact that no parking adjustments have been made for Downtown and there is, as yet, no multifamily tax exemption (MFTE) in most of the zoning district.

(For the inclusionary requirements, a different level of affordability is assigned for rental versus ownership housing.)

Throughout the recommended amendments, affordable housing definitions have been adjusted for consistency with definitions used by the County and State.

DESIGN STANDARDS

The current TOD rules require projects to use Standard 1 of the downtown design guidelines (the most stringent standard) to achieve a pedestrian friendly streetscape. The Planning Commission's recommendations add these design standards to all of the zones in the TOD overlay area. (Downtown development already must conform.)

To clarify that the City's design guidelines are used in several areas (not just Downtown), the recommendations remove the specific references to "Downtown" in most sections of the guidelines and throughout the Zoning Code.

REDUCED PARKING

In the current TOD overlay area, parking requirements for nonresidential uses are reduced to 75% of the standard requirements. Residential parking requirements are 1.0 parking space per market rate dwelling plus guest parking. Affordable housing units and senior units are required to provide .6 parking

spaces per unit. These requirements may be reduced through a project-specific parking demand analysis or, for nonresidential uses, through a formula related to accessibility to transit.

Also under the existing rules, on-street parking immediately adjoining the property may be used to partially satisfy parking requirements and shared parking is encouraged. The rules place upper limits on the overall amount of parking that can be provided and require structured or under-building parking in some circumstances.

As previously discussed with the City Council, new State law mandates a maximum parking requirement of .75 parking stalls per residential unit within ¼ mile of transit (or a maximum of 1 stall per bedroom). For residential developments for seniors or people with disabilities, no parking for residents can be required. It is possible to require parking for staff and visitors of those developments.

The TOD developers' panel noted that parking stalls, particularly in a garage, are expensive to construct and add to the cost of housing. They also recognized that Kenmore is a suburban area and that developers anticipated providing parking for their tenants.

The Planning Commission recommendations reduce parking to .50 stall per unit in the zoning districts in the TOD overlay area. This choice is to support the feasibility of requiring a significant amount of affordable housing while acknowledging that parking adds to housing cost and may not be as critical in areas well-served by transit.

Consistent with State law, the recommendations include no requirement for parking for residential developments for senior citizens or those with disabilities. Completing a parking study is required for senior projects to determine appropriate levels of parking for staff and visitors.

The nonresidential parking standard, ability to consider street parking, support for shared parking, maximum parking allowances, and structured parking standards generally are unchanged. The current TOD requirement that parking exceeding the minimum required amount be placed in a garage or under-building and screened has been extended to all of the Downtown Commercial and Downtown Residential zones (currently this is only required in those zones west of 68th Avenue NE).

PEDESTRIAN CONNECTIVITY

The pedestrian connectivity standards in the TOD overlay have been incorporated into zones that do not currently have these standards.

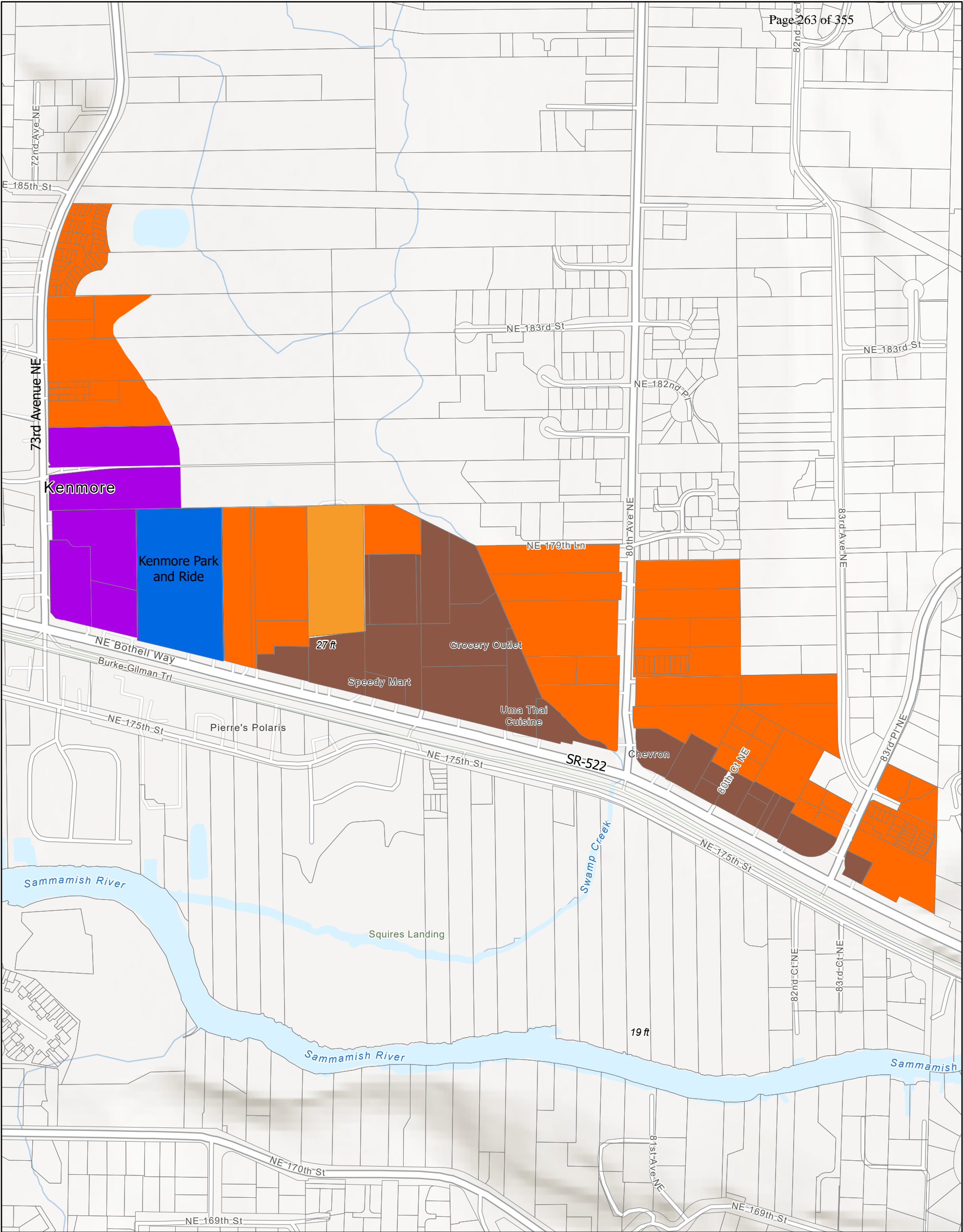
TREE GROVE PRESERVATION

The incentives to tree grove preservation from the TOD overlay have been moved into the Zoning Code chapter addressing trees.

OTHER RECOMMENDED CHANGES

- The Urban Residential (UR) zone has been added to the list of zones allowing a Development Agreement.
- Multifamily uses are now permitted on surplus public/semi-public (PSP) properties in neighborhoods, consistent with surrounding zoning standards. (This change was made as the PSP zone was being amended to add multifamily as a permitted use.)

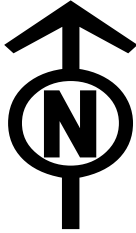
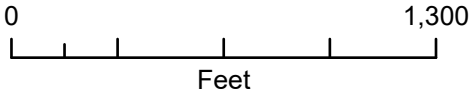
- Miscellaneous amendments were made to ensure consistency throughout the Code and with ARCH affordable housing implementation standards.



Draft Zoning Map | City of Kenmore

- Downtown Commercial
- Urban Residential
- Manufactured Housing Community
- Urban Corridor
- Public/Semi-Public

* 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.



This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

new or deleted text

Zoning District Changes

Urban Corridor (UC) Zone Changes

18.25A.040 Use allowances – Urban corridor east subarea.

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

Table B. Urban Corridor East Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business¹</i> <i>Ambulatory surgery center</i> <i>Animal kennel/shelter²</i> <i>Arts, entertainment, indoor</i> <i>Arts, entertainment, outdoor³</i> <i>Business service, standard</i> <i>Cemetery, columbarium or mausoleum⁴</i> <i>Community residential facility⁵</i> <i>Day care</i> <i>Eating and drinking place⁶</i> <i>Educational service</i> <i>Funeral home/crematory</i> <i>Health care and social assistance</i> <i>Laboratory⁷</i> <i>Manufacturing, light</i> <i>Marijuana business</i> <i>Mobile food service⁸</i> <i>Multiple-family dwelling¹³</i> <i>Office</i> <i>Park</i> <i>Personal service</i> <i>Recreational facility, indoor</i> <i>Recreational facility, outdoor^{3,9}</i> <i>Religious institution</i> <i>Retail sales</i> <i>Retail sales, bulk^{5,10}</i> <i>Standalone parking¹¹</i> <i>Supportive living facility</i> <i>Temporary lodging</i> <i>Vehicle refueling station¹²</i>	<i>College/university</i> <i>Fire or police facility</i> <i>Hospital⁵</i> <i>Laboratory⁷</i> <i>Regional land use⁵</i> <i>Retail sales, bulk^{5,10}</i>	<i>Air transportation service</i> <i>Arts, entertainment, outdoor³</i> <i>Auction house</i> <i>Automotive sales and service, marine</i> <i>Automotive sales and service, nonmarine</i> <i>Business service, intensive</i> <i>Community residential facility⁵</i> <i>Construction and trade</i> <i>Family child-care home</i> <i>Hospital⁵</i> <i>Manufactured housing community</i> <i>Manufacturing, heavy</i> <i>Marijuana cooperative</i> <i>Recreational facility, outdoor³</i> <i>Regional land use⁵</i> <i>Resource land use</i> <i>Retail sales, bulk⁵</i> <i>Secure facility</i> <i>Single detached dwelling unit</i> <i>Standalone parking¹¹</i> <i>Transportation</i> <i>Utility facility</i> <i>Vehicle or equipment rental</i> <i>Vehicle refueling station¹²</i> <i>Warehousing</i> <i>Wholesale trade</i>

...

¹³ A standalone townhouse development is prohibited.

18.25A.060 Zoning standards.

The following zone-specific development standards in Table C apply in the urban corridor zone:

Table C. Urban Corridor Zone Development Standards

STANDARD	REQUIREMENT
Urban Corridor west subarea Base Density: <i>Dwelling Units/Acre</i>	48 du/ac
Urban Corridor west subarea Maximum Density: <i>Dwelling Units/Acre</i>	72 du/ac ¹
Urban Corridor east subarea Minimum Density: <i>Dwelling Units/Acre</i>	60 du/ac
Urban Corridor east subarea Maximum Density: <i>Dwelling Units/Acre</i>	150 du/ac
Minimum <i>Street Setback</i>	10 ft. ²
Minimum Interior <i>Setback</i>	20 ft. ³
Maximum Height:	
Urban corridor east subarea	55.85 ft. ^{5.6}
Urban corridor west subarea:	
• south of SR-522	35 ft.
• north of SR-522 west of 63rd Ave. NE	35 ft.
• north of SR-522 east of 63rd Ave. NE	35 ft. ⁴
Maximum <i>Impervious Surface</i> : Percentage	90%

- ¹ This density may only be achieved through the application of residential density incentives or *transfer of density credits in mixed use developments*. See Chapter [18.80](#) KMC.
- ² Gas station pump islands shall be placed no closer than 25 feet to *street* front lines.
- ³ Required on property lines adjoining residential zones.
- ⁴ The maximum height on a *site* north of SR-522 east of 63rd Avenue NE may be increased up to a maximum of 55 feet if (1) there is no intervening parcel between the *site* and the NE 181st Street right-of-way, and (2) if the *applicant* can demonstrate, based on ground elevation data, that a topographic change is adequate to protect views of Lake Washington from uphill lots. The measurement shall be taken as follows: a) determine average existing ground elevation along the centerline of the NE 181st Street right-of-way abutting the *site*; b) determine average existing ground elevation along an artificial east-west line 60 feet north of and paralleling the SR-522 right-of-way abutting the *site*; c) subtract the elevation calculated in b) from the elevation calculated in a). If this difference is more than 35 feet, the maximum height for the *site* may be increased to that difference. In no case, however, shall the maximum allowable height exceed 55 feet.
- ⁵ Portions of any property that are within 50 feet of an R-1, R-4, or R-6, or MHC zoning district shall have a maximum height of 35 feet within that area to provide a transition in height to the lower intensity uses.
- ⁶ Building heights and orientation for proposals within the great blue heron rookery buffer shall be carefully assessed through the required habitat management plan (see KMC 18.55, Articles XIII through XV). In particular, potential impacts related to the flyway and shadowing of nest trees shall be evaluated. The *city manager* may require adjustments to maximum building height and/or building orientation to protect the rookery.

18.25A.070 Additional development standards. *(view corridor standards relocated for clarity)*

A. Where the urban corridor zone abuts a residential zone, the *city manager* may require additional landscaping pursuant to Chapter [18.35](#) KMC, blank wall treatments pursuant to Chapter [18.52](#) KMC, and/or measures to address building mass and bulk pursuant to KMC [18.52.310](#) and/or [18.52.330](#) in order to mitigate impacts of new development on neighboring residential areas.

B. In the urban corridor west subarea, parcels on the south side of SR-522 shall provide a public view corridor from SR-522 to Lake Washington. The intent of the corridor is to provide an unobstructed view from SR-522 to the lake. A minimum view corridor equivalent to 30 percent

of the average east-west dimension of the development proposal site shall be maintained. The location of the view corridor shall be designed to meet the following standards and must be approved by the city manager:

1. The view corridor must be adjacent to one of the two side property lines, whichever will result in the widest view corridor, considering the following in order of priority:

a. Locations of existing view corridors;

b. Existing development or potential development on adjacent properties, given the topography, access and likely location of future improvements;

c. Locations of existing sight-obscuring structures, parking areas or vegetation that are likely to remain in place in the foreseeable future.

2. The view corridor must be in one continuous piece.

3. For land divisions, the view corridor shall be established as part of the land division and shall be located to create the largest view corridor on the subject property.

4. The following shall be permitted within a view corridor:

a. Areas provided for public access, such as public pedestrian walkways, public use areas, or viewing platforms;

b. Parking lots for passenger vehicles and subsurface parking structures; provided, that the parking does not completely obstruct the view of the lake from the public right-of-way;

c. Structures, if the slope of the subject property permits full, unobstructed views of the lake over the structures from the public right-of-way;

d. Vegetation, including required vegetation screening, provided it is designed and of a size that will not obscure the view from the public right-of-way to the lake at the time of planting or upon future growth. Low growing, native vegetation is encouraged. In the event of a conflict between required landscaping and view preservation, view preservation shall take precedence over landscaping requirements;

e. Open fencing that is designed not to obscure the view from the public right-of-way to the lake.

5. The applicant shall execute a covenant or similar legal agreement, in a form acceptable to the city attorney, and record the agreement with the county records and elections

division to protect the view corridor. Land survey information shall be provided by the applicant for this purpose in a format approved by the city manager.

CB. Drive-through service is not permitted in the urban corridor east subarea. In the urban corridor west subarea, drive-through service is permitted as an accessory use. Drive-through service shall be oriented to the side and/or rear of the building, and integrated into the exterior wall. Drive-through lanes shall not be located between the street and the main pedestrian access to the buildings. Modifications to these requirements may be reviewed through the site plan or building permit review process when meeting the intent of pedestrian orientation pursuant to Chapter 18.52 KMC, Downtown Design Standards.

DC. Outdoor storage is prohibited in the urban corridor zone, west subarea, and in the urban corridor zone, east subarea, east of 80th Avenue NE. In the urban corridor zone, east subarea, west of 80th Avenue NE, accessory outdoor storage is limited to a maximum of 50 percent of the site area.

18.25.075 View corridors in the Urban Corridor zone, west subarea. (changes made for clarity)

A. In the urban corridor west subarea, parcels on the south side of SR-522 shall provide a public view corridor from SR-522 to Lake Washington. The intent of the corridor is to provide an unobstructed view from SR-522 to the lake. A minimum view corridor equivalent to 30 percent of the average east-west dimension of the development proposal site shall be maintained. The location of the view corridor shall be designed to meet the following standards and must be approved by the city manager:

1. The view corridor must be adjacent to one of the two side property lines, whichever will result in the widest view corridor, considering the following in order of priority:

a. Locations of existing view corridors;

b. Existing development or potential development on adjacent properties, given the topography, access and likely location of future improvements;

c. Locations of existing sight-obscuring structures, parking areas or vegetation that are likely to remain in place in the foreseeable future.

2. The view corridor must be in one continuous piece.

3. For land divisions, the view corridor shall be established as part of the land division and shall be located to create the largest view corridor on the subject property.

4. The following shall be permitted within a view corridor:

a. Areas provided for public access, such as public pedestrian walkways, public use areas, or viewing platforms;

b. Parking lots for passenger vehicles and subsurface parking structures; provided, that the parking does not completely obstruct the view of the lake from the public right-of-way;

c. Structures, if the slope of the subject property permits full, unobstructed views of the lake over the structures from the public right-of-way;

d. Vegetation, including required vegetation screening, provided it is designed and of a size that will not obscure the view from the public right-of-way to the lake at the time of planting or upon future growth. Low growing, native vegetation is encouraged. In the event of a conflict between required landscaping and view preservation, view preservation shall take precedence over landscaping requirements;

e. Open fencing that is designed not to obscure the view from the public right-of-way to the lake.

5. The *applicant* shall execute a covenant or similar legal agreement, in a form acceptable to the city attorney, and record the agreement with the county records and elections division to protect the view corridor. Land survey information shall be provided by the *applicant* for this purpose in a format approved by the *city manager*.

18.25A.090 Connectivity requirements in the Urban Corridor zone, east subarea.

The urban corridor zone, east subarea, should remove impediments to pedestrian use of the district and the downtown area by fostering the creation of an extensive network of sidewalks and pedestrian walkways.

Development proposals shall:

A. Provide any direct pedestrian connections between proposed development and transit facilities, or arterials providing transit access in order to minimize walking distances to transit.

B. Comply with the ~~downtown~~ design standards pertaining to pedestrian walkways, as set forth in KMC 18.52.100.

C. Properties abutting water bodies (i.e., wetlands or streams) shall provide a public access trail paralleling the water body from one property line to the next with setbacks that are consistent with the requirements of KMC Title 16 and Chapter 18.55 KMC. The public access trail shall connect to a public right-of-way.

1. Where a development proposal abuts a property with a public access trail segment, the public access segment on the subject property shall connect to abutting property public access segment(s).

2. The public access easement for public access trails shall be documented on the face of the plat or plan and recorded with the King County Department of Records and Elections. Public access easements shall run with the land in perpetuity.

18.25A.100 Affordable housing requirements in the Urban Corridor zone, east subarea.

Development in the urban corridor zone, east subarea, containing residential units shall provide affordable housing as described in Chapter 18.77 KMC.

18.25A.080105 Conflict with design standardsDesign requirements.

Development within the Urban Corridor zone shall comply with the provisions of the design standards, as set forth in Chapter 18.52 KMC. In the event of a conflict between Chapter 18.52 KMC, Downtown Design Standards, and urban corridor zone standards, the Kenmore downtown design standards shall prevail.

Note: 18.52.070.A.1, map of design districts, will be changed to show UC East as Design Standard 1 (most stringent).

18.25A.075110 Wireless communication facilities.

Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

Downtown Commercial (DC) Zone Changes

18.25.040 Zoning standards.

The following zone-specific development standards in Table B apply in the downtown commercial zone:

Table B. Downtown Commercial Development Standards

STANDARD	REQUIREMENT
Base Density: <i>Dwelling Units/Gross Acre</i>	48; applies east of 68th Avenue NE
Maximum Density: <i>Dwelling Units/Gross Acre</i> with Density Bonus Incentives	72; density incentives or bonuses not required west of 68th Avenue NE150
Minimum Density: <i>Dwelling Units/Net Acre</i> for Stand-Alone Multifamily Proposals	3660
Street Setback	Minimum 10 ft. from SR-522, unless otherwise allowed through Chapter 18.52 KMC, Downtown Design Standards; other <i>streets</i> 0 ft. Maximum 10 ft. unless otherwise allowed through Chapter 18.52 KMC, Downtown Design Standards The <i>City</i> may authorize intrusions of structural elements into the public right-of-way, including awnings, columns, bay windows, or others, through the design review, site plan review, building permit review, or right-of-way use permit processes, if such intrusions would not impede safe travel by pedestrians, solar access is not significantly diminished, and <i>City</i> liability is limited
Minimum Interior Setback	0 ft.; except when property adjoins R-1 to R-12 property, then 20 ft.
Base Height	35 ft.
Maximum Height Applicable to <i>mixed use developments</i> containing residential dwellings at a minimum 50 percent of square footage to a maximum of 75 percent square footage; or to <i>developments</i> achieving density bonus; or to <i>developments</i> providing structured parking	65 ft. ¹
Maximum <i>Impervious Surface</i> : Percentage	90%
Pedestrian Connections	Pedestrian connections are required to be provided in accordance with Chapter 18.52 KMC, Downtown Design Standards

¹ Building heights and orientation for proposals within the great blue heron rookery buffer shall be carefully assessed through the required habitat management plan (see KMC 18.55, Articles XIII through XV). In particular, potential impacts related to the flyway and shadowing of nest trees shall be evaluated. The *city manager* may require adjustments to maximum building height and/or building orientation to protect the rookery.

18.25.041 Affordable housing requirements.

Development containing residential units shall provide affordable housing as described in Chapter 18.77 KMC.

Public and Semi-Public (PSP) Zone Changes

18.27.020 Public and semi-public zone – Use allowances.

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

Table A. Public and Semi-Public Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Arts, entertainment, indoor	College/university	Marijuana business
Arts, entertainment, outdoor ¹	Construction and trade ⁴	Marijuana cooperative
Educational service		Regional land use ⁵
Fire or police facility		Secure facility
Multiple-family dwelling ^{6,7}		
Office ²		
Park		
Recreational facility, indoor		
Recreational facility, outdoor		
Standalone parking ³		
Utility facility		

1. Except outdoor performance center which is conditionally permitted.
2. Limited to *public agency offices*.
3. Limited to commuter parking facilities for users of transit, carpools or ride-share programs. Standalone parking garages shall be part of a *mixed use development* and shall use techniques such as architectural screening treatments and/or “wrapping” of the building with other uses to mitigate the visual impacts of the garage.
4. Limited to *public agency* maintenance yards or facilities.

5. Landfill and transfer station are specifically prohibited. Consideration of all other *regional land uses* shall follow the process outlined in KMC Section [18.27.060](#).

6. Limited to: (1) developments sponsored by a *public agency* on properties abutting SR-522 containing at least 25% *very-low or low-income affordable housing units*; or (2) developments on surplus *public agency* property. Developments containing *very-low or low-income affordable housing units* shall meet the standards of Chapter 18.77 KMC.

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

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.27.060](#) and Chapter [18.105](#) KMC.

C. *Uses* Established by *Master Plan*. Adopted *master plans* that specify *uses* include the following:

1. Bastyr University Master Plan, December 2009, approved by *City Ordinance* 09-0304.

18.27.040 Public and semi-public zone – Development standards.

A. Specific zone-based development standards for the public and semi-public zone in Table B shall apply to the public and semi-public zone as follows:

**Table B. Public and Semi-Public Zone
Development Standards**

Standard	Requirement
Maximum Density: <i>Dwelling Units</i> /Gross Acre	0.10 ¹ 150 ¹
Minimum Lot Size	4,500 sq. ft. ²
Minimum Lot Width	35 ft.
Minimum <i>Street Setback</i>	0 ft., 10 ft., or 20 ft. ³
Minimum Interior <i>Setback</i>	0 ft., 5 ft., or 20 ft. ³
Base Height	35 ft. ^{4,5}
Maximum <i>Impervious Surface</i> : Percentage	70%, 90% ^{5,6}

¹ *Dwelling unit, single detached uses*: limited to one *single detached dwelling unit* per existing legal lot as of December 16, 2008. Maximum density allowed only for development

projects abutting SR-522 and containing at least 25% *very low-income or low-income affordable housing units*. Permitted densities for other housing projects shall be consistent with permitted residential densities in adjoining zoning districts.

² The minimum lot size may be reduced if the *city manager* determines *use* on the *site* is compatible with adjoining property, does not impair *development* of adjoining property and does not adversely affect the public health, safety or welfare.

³ a. *Street setbacks*: the minimum *street setback* for nonresidential or mixed use development varies depending on the adjacent zoning:

(1) Zero feet if adjacent zoning is downtown commercial or downtown residential.

(2) Twenty feet if adjacent zoning is R-1 to R-6.

(3) Ten feet in all other cases.

b. *Interior setbacks* for nonresidential or mixed use development: zero feet if adjacent zoning is downtown commercial or downtown residential; 20 feet if adjacent zoning is R-1 to R-6; five feet in all other cases.

c. *Setbacks* for residential development shall match those of the adjoining zoning district.

⁴ Height limits may be increased when portions of the *building* which exceed the base height limit provide one additional foot of *street* and interior *setback* for each foot above the base height limit, provided the maximum height does not exceed 75 feet. Properties abutting downtown commercial or downtown residential zones or regional business zones may achieve the heights allowed by those abutting zones if meeting conditions for the maximum height as expressed in those abutting zones.

⁵ Building heights and orientation for proposals within the great blue heron rookery buffer shall be carefully assessed through the required habitat management plan (see KMC 18.55, Articles XIII through XV). In particular, potential impacts related to the flyway and shadowing of nest trees shall be evaluated. The *city manager* may require adjustments to maximum building height and/or building orientation to protect the rookery.

⁵⁶ a. Ninety percent if abutting properties are zoned downtown commercial or downtown residential or regional business. Seventy percent in all other cases.

b. Measures to reduce *impervious surfaces* and to promote *low impact development* shall be employed unless infeasible, consistent with adopted Kenmore stormwater management standards.

B. Standards may be varied through a *variance* process pursuant to Chapter [19.25](#) KMC and KMC [18.115.030](#), or through the site plan review process in KMC [18.27.060](#).

18.27.052 Connectivity requirements for properties abutting SR-522.

Properties in the public/semi-public zone abutting SR-522 should remove impediments to pedestrian use of the area by fostering the creation of an extensive network of sidewalks and pedestrian walkways.

Development proposals shall:

A. Provide any direct pedestrian connections between proposed development and transit facilities, or arterials providing transit access in order to minimize walking distances to transit.

B. Comply with the ~~downtown~~ design standards pertaining to pedestrian walkways, as set forth in KMC [18.52.100](#).

C. Properties abutting water bodies (i.e., wetlands or streams) shall provide a public access trail paralleling the water body from one property line to the next with setbacks that are consistent with the requirements of KMC Title [16](#) and Chapter [18.55](#) KMC. The public access trail shall connect to a public right-of-way.

1. Where a development proposal abuts a property with a public access trail segment, the public access segment on the subject property shall connect to abutting property public access segment(s).

2. The public access easement for public access trails shall be documented on the face of the plat or plan and recorded with the King County Department of Records and Elections. Public access easements shall run with the land in perpetuity.

Urban Residential (UR) Zone

(new zoning district based on TOD overlay standards)

Chapter 18.29

TOD DISTRICT OVERLAY URBAN RESIDENTIAL ZONE

Sections:

- [18.29.010 Intent.](#)
- [18.29.020 Area.](#)
- [18.29.030 Applicability.](#)
- [18.29.040 Use allowances.](#)
- [18.29.045 Accessory uses.](#)
- [18.29.050 Zoning standards.](#)
- [18.29.060 Affordable housing requirements.](#)
- [18.29.070 Parking.](#)
- [18.29.080 Design requirements.](#)
- [18.29.090 Connectivity requirements.](#)
- [18.29.100 Significant tree grove retention.](#)
- [18.29.055105 Wireless communication facilities.](#)

18.29.010 Intent.

The purpose of the ~~transit-oriented development (TOD) district overlay~~ **Urban Residential zone** is to reinforce the City's planned concentration of pedestrian-oriented mixed use **residential** development at intensities that support and are supported by multi-modal transportation options, including high capacity transit. The ~~TOD district overlay~~ **Urban Residential zone** revitalizes the City's core by creating incentives and **provides** opportunities for a mix of jobs and **high-density** residences, cultivates a respectful relationship among development within the **district area**, the natural environment, and nearby traditional neighborhoods, and provides a framework for future infrastructure and service decisions. The ~~TOD district overlay~~ **Urban Residential zone** provides public benefits in the form of **encouraging housing affordable to all economic groups housing**, increased pedestrian connectivity, quality design, and incentives to preserve significant tree groves where they exist.

18.29.020 Area.

The area of the TOD district overlay is shown on Figure 18.29.020.1. In order to develop under the TOD district overlay, at least 50 percent of a parcel shown on Figure 18.29.020.1 shall be located within the TOD district overlay.

18.29.030 Applicability.

A. The TOD district overlay is an incentive-based zoning overlay. Applicants who elect to develop under the provisions of the TOD district overlay shall adhere to all development standards set forth in this chapter; except that development standards not addressed in this chapter shall be governed by provisions of the underlying zone.

B. In order to be eligible to develop under the TOD district overlay regulations, a development application shall meet the following criteria:

1. The property must be located within the TOD district overlay area as described in KMC [18.29.020](#);

2. The proposed development must either:

a. Be considered a mixed use development as defined in KMC [18.20.1740](#); or

b. Be a residential-only development or mixed use development with commercial permitted only on the ground floor if located in the R-12, R-18, or R-24 underlying zones, which are areas designated as primarily residential.

C. Eligible properties within the TOD district overlay that do not choose to develop under the provisions of this chapter shall comply with the provisions of the underlying zone in their entirety. [Ord. 15-0406 § 1 (Att. A).]

18.29.040 Use allowances.

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

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

Table A - TOD
OverlayDistrictUrban Residential Zone
Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Day care	Arts, entertainment, indoor ^{1,2}	Adult entertainment business
Eating and drinking place ¹	Business service, standard ^{1,2}	Air transportation service

**Table A – TOD
Overlay District Urban Residential Zone
Use Allowances**

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Educational service ¹	Health care and social assistance ^{1,3}	Ambulatory surgery center ¹
Mobile food service ^{4,2}	Manufacturing, light ^{1,3,5,2}	Animal kennel/shelter ^{2,5}
Multiple-family dwelling ⁴	Park	Arts, entertainment, outdoor
Office ¹	Personal service ^{1,2}	Auction house
	Recreational facility, indoor ^{1,3}	Automotive sales and service, marine
	Regional land use	Automotive sales and service, non-marine
	Retail sales ^{1,3,5,2}	Business service, intensive
	Temporary lodging ^{1,3}	Cemetery, columbarium or mausoleum
		College/university ²
		Community residential facility
		Construction and trade
		Family child-care home
		Fire or police facility ²
		Funeral home/crematory
		Hospital
		Laboratory ²
		Manufactured housing community
		Manufacturing, heavy
		Marijuana business
		Marijuana cooperative
		Recreational facility, outdoor
		Religious institution ²
		Resource land use
		Retail sales, bulk
		Secure facility
		Single detached dwelling unit
		Standalone parking
		Supportive living facility ²

**Table A – TOD
Overlay District Urban Residential Zone
Use Allowances**

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
		<i>Transportation</i>
		<i>Utility facility</i>
		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

¹ Commercial use limitations in residentially oriented underlying zones: If these uses are proposed for property with underlying zoning of R-12, R-18, or R-24, then each use is limited to maximum 5,000 square feet per use and 15,000 square feet total contiguous nonresidential area within the development.

² Conditional use permit required in underlying urban corridor, downtown commercial, and public/semi-public zones. Prohibited in all other underlying zones within the TOD district overlay area.

³ Conditional use permit required in underlying R-12, R-18, R-24 zones. Permitted in underlying urban corridor, downtown commercial, and public/semi-public zones within the TOD district overlay area.

⁴² *Mobile food service* is permitted subject to the following requirements:

- a. For a stand, location shall be on a sidewalk or near a storefront consistent with barrier-free regulations;
- b. For a stand, location on the sidewalk or near a storefront shall provide for at least four feet of unobstructed sidewalk between the stand and the sidewalk edge for pedestrian movement;
- c. No permanent fencing, walls, or other structures are installed which hinder removal of the structure from the site;
- d. No required parking stall shall be blocked or rendered unusable as a result of the *mobile food service*;
- e. Safe ingress and egress to the site shall be maintained. Visibility for transportation and pedestrian access shall be maintained;

f. The limited duration of the *mobile food service* shall be established as a condition of approval of any applicable permits; if accessory to a use, such operation is removed daily at the time of or prior to the close of business hours;

g. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.

⁵³ No *outdoor storage* of materials shall be permitted.

⁴ A standalone *townhouse* development is prohibited.

18.29.045 Accessory uses.

Accessory uses, when consistent with the definition in Chapter [18.20](#) KMC, are allowed as determined by the *city manager*.

18.29.050 Zoning standards.

The following development standards in Table B apply to properties electing to develop under provisions of the ~~TOD district overlay~~ Urban Residential zone:

Table B – ~~TOD Overlay District~~ Urban Residential Zone Development Standards

STANDARD	REQUIREMENT
Minimum Density: <i>Dwelling Units</i> /Gross Acre	60 ⁺
Maximum Density: <i>Dwelling Units</i> /Gross Acre	150 ⁺
Maximum Height	65 85' ²¹²
<u>Minimum Lot Width</u>	<u>30'</u> ³
<u>Street Setback</u>	<p><u>Minimum 10' from SR-522 unless otherwise allowed through Chapter 18.52 KMC, Downtown Design Standards; other streets 0'</u></p> <p><u>Maximum 10' unless otherwise allowed through Chapter 18.52 KMC, Downtown Design Standards.</u></p>
<u>Minimum Side Setback</u> ⁴	<u>5'</u>
<u>Minimum Rear Setback</u> ⁴	<u>5'</u>
<u>Maximum Impervious Surface</u>	<u>90%</u>

¹ Portions of any property developing under the TOD district overlay regulations with an underlying zoning of R-1 shall cluster development away from critical areas or corridors such as urban separators or the wildlife habitat network to the extent possible and the open space shall be placed in a separate tract that includes at least 50 percent of the site. The open space tract shall be permanent and meet the provisions of KMC [17.20.130\(B\)](#).

² Portions of any property developing under the TOD district overlay regulations that are within 50 feet of an existing single-family zone (R-1, R-4, R-6, or MHC) zoning district shall have a maximum height of 35 feet within that area to provide a transition in height to the lower intensity uses.

² Building heights and orientation for proposals within the great blue heron rookery buffer shall be carefully assessed through the required habitat management plan (see KMC 18.55, Articles XIII through XV). In particular, potential impacts related to the flyway and shadowing of nest trees shall be evaluated. The city manager may require adjustments to maximum building height and/or building orientation to protect the rookery.

³ Minimum lot width measurement is described in KMC [18.30.110](#).

⁴ In addition, the following design requirements shall apply:

Relational Setback Requirements. Any proposed development within the TOD district overlay adjacent to an existing single-family zone (R-1, R-4, or R-6, or MHC) zoning district shall be required to provide an interior ground-level setback of 15 feet on the side of the property facing the single-family zone, unless a larger setback is required in the underlying zone. In that event, the larger of the two setback requirements shall govern. The setback required by this subsection shall be landscaped with Type II landscaping as defined described in KMC [18.35.040\(B\)](#) [18.35.045](#) to provide a visual buffer.

18.29.060 Affordable housing requirements.

For properties choosing to develop under the TOD district overlay, development containing residential units shall provide affordable housing as described in Chapter [18.77](#) KMC. Development choosing to develop under the TOD district overlay shall not utilize the provisions of residential density incentives found in Chapter [18.80](#) KMC to achieve maximum densities.

18.29.080 Design requirements.

Development within the TOD district overlay urban residential zone shall comply with Standard 1 provisions of the downtown design standards, as set forth in Chapter [18.52](#) KMC.

Note: 18.52.070.A.1, map of design districts, will be changed to show UR as Design Standard 1 (most stringent).

18.29.090 Connectivity requirements.

Development in the TOD district overlay urban residential zone should remove impediments to pedestrian use of the district and the downtown area by fostering the creation of an extensive network of sidewalks and pedestrian walkways.

Development proposals within the boundaries of the TOD district overlay that elect to develop under the provisions of this chapter shall:

- A. Provide any direct pedestrian connections between proposed development and transit facilities, or arterials providing transit access in order to minimize walking distances to transit.
- B. Comply with the downtown design standards pertaining to pedestrian walkways, as set forth in KMC [18.52.100](#).
- C. Properties abutting water bodies (i.e., wetlands, rivers, lakes, or streams) shall provide a public access trail paralleling the water body from one property line to the next with setbacks that are consistent with the requirements of KMC Title [16](#) and Chapter [18.55](#) KMC. The public access trail shall connect to a public right-of-way.
 - 1. Where a development proposal abuts a property with a public access trail segment, the public access segment on the subject property shall connect to abutting property public access segment(s).
 - 2. The public access easement for public access trails shall be documented on the face of the plat or plan and recorded with the King County Department of Records and Elections. Public access easements shall run with the land in perpetuity.

Amendments Related to Affordable Housing

Definitions:

18.20.098 Affordable housing unit.

"Affordable housing unit" means housing reserved for occupancy by eligible households and having monthly housing expenses less than or equal to 30 percent of the monthly household income described in the subsections below, adjusted for household size. (Housing expenses for

ownership housing include mortgage and mortgage insurance, property taxes, property insurance, and homeowner's dues. Housing expenses for rental housing include rent, and appropriate utility allowance utilities, expenses required by the landlord, and parking to the extent that the city requires the property or development to provide off-street parking.)

A. For rental housing:

1. A "moderate-low-income affordable housing unit" is affordable at or below 7080 percent of median income, adjusted for household size;
2. A "very low-income affordable housing unit" is affordable at or below 50 percent of median income, adjusted for household size;
3. AAn "extremelyvery low-income affordable housing unit" is affordable at or below 3530 percent of median income, adjusted for household size.

B. For ownership housing:

1. A "moderate-income affordable housing unit" is affordable at 80 percent of median income, adjusted for household size;
2. A "low-income affordable housing unit" is affordable at 65 percent of median income, adjusted for household size;
3. A "very low-income affordable housing unit" is affordable at 50 percent of median income, adjusted for household size.

Pursuant to the authority of RCW [36.70A.540](#), the City finds that the higher income levels specified in the definition of "affordable housing" under this section, rather than those stated in the definition of "low-income households" in RCW [36.70A.540](#), are needed to address local housing market conditions in the City.

Chapter 18.77

AFFORDABLE HOUSING

Sections:

- [18.77.010 Affordable housing – Purpose and intent.](#)
- [18.77.015 General provisions.](#)
- [18.77.020 Downtown residential and downtown commercial zones.](#)
- [18.77.025 Downtown commercial zone.](#)
- [18.77.030 Transit oriented development \(TOD\) district overlayUrban corridor zone, east subarea.](#)
- [18.77.040 Community business zone, Juanita subarea.](#)
- [18.77.042 Urban residential zone.](#)

[18.77.045 Alternative compliance.](#)

[18.77.050 Affordability agreement.](#)

[18.77.060 Expedited permit processing.](#)

18.77.010 Affordable housing – Purpose and intent.

The purpose of this chapter is to implement, through regulations, the responsibility of the *City* under the Washington State Growth Management Act to consider the housing needs of all economic segments of the community, and to assure an adequate affordable housing supply in the *City*. The *City* recognizes that the marketplace is the primary supplier of adequate housing for those in the upper economic groups, but that some combination of appropriately zoned land, regulatory incentives, innovative planning techniques, and requirements will be necessary to make adequate provisions for the needs of households whose incomes are at or below median income.

18.77.015 General provisions.

A. Determination of Number of Affordable Housing Units Required – Rounding. See KMC [18.30.020](#)(D) for method of rounding to determine the number of affordable housing units required.

B. Adjacent Developments. Adjacent *developments* by the same or affiliated *developer* will be considered as a single *development* for the purpose of applying the thresholds for compliance.

C. Designation of Affordable Housing Units. Prior to the issuance of any permit(s), the *City* shall review and approve the location and unit mix of the affordable housing units consistent with the following standards:

1. Location. The location of the affordable housing units shall be approved by the *City*, with the intent that they generally be intermingled with all other *dwelling units* in the *development*.
2. Tenure. The tenure of the affordable housing units (ownership or rental) shall be the same as the tenure for the rest of the housing units in the *development*.
3. Size (Bedroom). The affordable housing units shall consist of a range of number of bedrooms that is comparable to units in the overall *development*.
4. Size (Square Footage). The size of the affordable housing units, if smaller than the other units with the same number of bedrooms in the *development*, shall be approved by the *city manager*. If there is a proposal that the affordable units be smaller than the market rate units, in no case shall the affordable housing units be less than 500 square feet for a studio unit, 600 square feet for a one-bedroom unit, 800 square feet for a two-bedroom unit, or 1,000 square feet for a three-bedroom unit.

5. Design. The exterior design of the affordable housing units shall be compatible and comparable with the rest of the *dwelling units* in the *development* and shall comply with any applicable design standards. The interior finish and quality of construction of the affordable housing units shall at a minimum be comparable to entry level rental or ownership housing in the *City*.

D. Duration. Housing shall serve only income-eligible households for a minimum period of 50 years from the latter of the date when the affordability agreement between the housing owner and the *City*, as described in KMC [18.77.050](#), is recorded, or the date when the affordable housing becomes available for occupancy as determined by the *City*.

E. Timing/Phasing. The affordable housing units shall be available for occupancy in a time frame comparable to the availability of the rest of the *dwelling units* in the *development*.

18.77.020 Downtown residential and downtown commercial zones.

The provisions of this section shall apply to multifamily residential *developments* proposed on property four acres or greater in size within the downtown residential ~~or downtown commercial~~ zones that lie west of 68th Avenue NE, and which are providing for more than 20 *multiple-family dwelling units*.

A. Twenty-five percent of the total number of units in the *development* shall be reserved for eligible households and affordable to households with incomes no greater than 70 percent of the King County median income, if renter-occupied, or affordable to households with incomes no greater than 80 percent of median income, if owner-occupied~~moderate-income affordable housing units.~~

B. Subject to *City* authorization, the affordable units need not be provided within the *development*, but must be provided within the downtown commercial, downtown residential, urban corridor, waterfront commercial, or regional business zone.

18.77.025 Downtown commercial zone.

A. Multifamily or mixed-use development proposed within the downtown commercial zone east of 73rd Avenue NE shall provide affordable housing as follows:

Twenty-five percent of the total number of residential units in the development shall be very low-income affordable housing units if renter-occupied or low-income affordable units if owner-occupied.

B. Multifamily or mixed-use development proposed within the downtown commercial zone west of 73rd Avenue NE shall provide affordable housing as follows:

Twenty-five percent of the total number of units in the *development* shall be reserved for eligible households and affordable to households with incomes no greater than 70 percent of the King County median income, if renter-occupied, or affordable to households with incomes no greater than 80 percent of median income, if owner-occupied.

18.77.030 Transit oriented development (TOD) district overlayUrban corridor zone, east subarea.

Multifamily or *mixed use development* proposed within the urban corridor zone, east subarea, shall provide affordable housing as follows:

Twenty-five percent of the total number of residential units in the development shall be *very low-income affordable housing units* if renter-occupied or *low-income affordable housing units* if owner-occupied.

A. Properties developed under the TOD district overlay, Chapter 18.29 KMC, shall include affordable housing units.

B. Cap on Total Number of Affordable Housing Units Required. Affordable housing requirements shall be capped at 10 percent of the total number of *dwelling units* being provided.

C. Number of Affordable Housing Units Required. Affordable housing units shall be provided for any *development* exceeding the base density of the underlying zone as follows:

1. Tier 1. If the number of bonus units is less than or equal to 30 percent of the total number of *dwelling units*, then for every three bonus units, one *dwelling unit* shall be a *moderate-income affordable housing unit* and two bonus *dwelling units* may be bonus market rate *dwelling units*.

2. Tier 2. If the number of bonus units is greater than 30 percent of the total number of *dwelling units* and if the overall project density is less than or equal to 120 *dwelling units* per acre, then a combination of *low-income affordable housing units* and *moderate-income affordable housing units* shall be provided as follows: For every four bonus units allowed beyond that needed to achieve the 10 percent *moderate-income affordable housing units*, one of the *moderate-income affordable housing units* shall be made into a *low-income affordable housing unit* up to a maximum of 33 percent of the affordable housing units (or 3.3 percent of the total *dwelling units* in the *development*).

3. Tier 3. If the overall development density is greater than 120 *dwelling units* per acre, a combination of *very low-income affordable housing units*, *low-income affordable housing units* and *moderate-income affordable housing units* shall be provided as follows: The required numbers of *low-income affordable housing units* and *moderate-income affordable housing units* shall be equivalent to those that would be required under Tier 2, assuming

that the project were to be developed at a density of 120 *dwelling units* per acre. An amount of *very low-income affordable housing* shall be required so that the total combined amount of *very low-income, low-income and moderate-income affordable housing units* is equal to 10 percent of the total number of *dwelling units* in the *development*.

4. Affordable Housing Example. Example is a one-and-one-half-acre property with a base density of 48 *dwelling units* (du)/acre. Without the TOD district overlay, the property could achieve up to 72 *dwelling units*.

Tier 1 example: Proposed TOD *development* would achieve 93 *dwelling units* on site for 62 du/acre. This provides 21 "bonus" *dwelling units* above the 48 du/acre base density of the zone. Since the number of bonus units (21) is less than 30 percent of the total units (93), seven of the 21 bonus units must be affordable to moderate-income households, meeting Tier 1 affordability requirements.

Tier 2 example: Proposed TOD *development* would achieve 113 *dwelling units* on site for 75 du/acre. This provides 41 "bonus" *dwelling units* above the 48 du/acre base density of the zone.

Since the number of bonus units (41) is greater than 30 percent of the total units (113), 11 of the 41 bonus units must be affordable, meeting the 10 percent affordability cap. Nine of these are affordable to moderate-income households and two are affordable to low-income households (33 of the bonus units used toward achieving 10 percent affordable units (11×3) plus eight of the bonus units applied toward making two of the affordable units low-income affordable units ($8 \times .25 = 2$).

Tier 3 example: Proposed TOD *development* would achieve 210 *dwelling units* on site for 140 du/acre. The first step is to determine how many affordable units would have been required assuming 120 du/acre using the Tier 2 formula. This calculation results in 13 *moderate-income affordable housing units* and five *low-income affordable housing units*. To achieve the requirement that 10 percent of the total units in the *development* be affordable, three additional affordable housing units would be needed ($21 - 18 = 3$). These three units would be required to be *very low-income affordable housing units*. In summary, the *development* would provide 13 *moderate-income affordable housing units*, five *low-income affordable housing units*, and three *very low-income affordable housing units*.

18.77.040 Community business zone, Juanita subarea.

A. For properties choosing to develop at higher residential densities in the CB Juanita subarea, Chapter 18.23 KMC, affordable housing units shall be provided for any *development* exceeding the base density of 24 *dwelling units* per acre as follows:

1. For every four *bonus units*, one bonus *dwelling unit* shall be reserved for eligible households and affordable to households with incomes no greater than 70 percent of the King County median income, if renter-occupied, or affordable to households with incomes

no greater than 80 percent of median income, if owner-occupied, a moderate-income affordable housing unit and three bonus dwelling units may be bonus market rate dwelling units.

2. Each low-income affordable housing unit provided counts as two moderate-income affordable housing units for the purpose of satisfying the affordable unit requirement under subsection (A)(1) of this section:

a. Each very low-income affordable housing unit provided counts as two renter-occupied affordable units required by subsection (A)(1).

b. Each unit provided, affordable at 65 percent of the King County median income, counts as two owner-occupied affordable units required by subsection (A)(1).

Example: Proposed development would achieve 36 dwelling units on a one-acre site for a density of 36 du/acre. This provides 12 "bonus" dwelling units above the 24 du/acre base density of the zone. Three of the 12 bonus units must be affordable units as described in subsection (A)(1) moderate-income affordable housing units. Alternatively, the project could provide two one affordable unit as described in subsection (A)(2) and one affordable unit as described in subsection (A)(1) low-income affordable housing units (rounded).

18.77.042 Urban residential zone.

Multifamily or mixed use development proposed within the urban residential zone shall provide affordable housing as follows:

Twenty-five percent of the total number of residential units in the development shall be very low-income affordable housing units if renter-occupied or low-income affordable housing units if owner-occupied.

18.77.045 Alternative compliance.

Alternative Compliance. While the City prefers to achieve affordable housing on-site, the city manager may approve a request for satisfying all or part of the affordable housing requirements with alternative compliance methods as follows:

A. Application. Applications for alternative compliance shall be submitted at the time of permit application, and must be approved prior to issuance of any building permit.

B. Off-Site Provision. A project proponent may propose to satisfy all or part of affordable housing requirements off site.

1. The project proponent must demonstrate that off-site provision of new affordable housing achieves a result equal to or better than providing affordable housing on site.

2. Affordable housing units provided through this method must be the same type of units as the units in the project which gave rise to the requirement.

3. Priority is for the project to be located within the same zoning district as the *development* responsible for providing affordable housing. However, the *city manager* may approve a project located outside the zoning district if the location has access to commercial *uses* and transit, does not result in an undue concentration of affordable housing, and has adequate infrastructure.

4. The proposal must demonstrate that the affordable units provided off site will be completed before or within the same time period as the *development* generating the affordable housing requirement. For projects approved for off-site affordable housing, there will be a recorded agreement on both the “sending” property and the “receiving” property. The covenant on the sending site will be released once the affordable housing is completed on the receiving property.

C. Contribution to Preservation of Existing Affordable Housing. A project proponent may propose to satisfy all or part of affordable housing requirements through purchase and long-term preservation of existing affordable housing, particularly in the *City’s manufactured housing communities*. The *applicant* shall provide information demonstrating affordability of the units to be preserved and a long-term covenant shall be placed over the preserved units, ensuring preservation and maintenance of the affordable units.

D. Fee in Lieu. Cash payments in lieu of providing actual housing units may be proposed and, if approved by the *City city manager*, shall be used only for the subsequent preservation or provision of affordable housing units by the *City* or other housing provider approved by the *city manager*.

1. Payments in lieu shall be based on the difference between the cost of construction for a prototype affordable housing unit on the subject property, including land costs and development fees, and the revenue generated by an affordable housing unit.
2. Prior to issuance of building permits for the project, the *City* and *applicant* shall execute a written agreement that establishes the *applicant’s* payment obligations (amounts and due dates) will be established at the time of issuance of building permits for the project. The *City* may require the *applicant* to secure its payment obligations by irrevocable letter of credit or other form acceptable to the *City*.
3. The *City* shall deposit collected payments in an affordable housing fund established by the *City*.
4. Before the *city manager* approves or executes an agreement to accept payment in lieu of affordable housing, the *City* must have a plan for investing funds in affordable housing

that supports *City* objectives. The *City* should make every effort to use these funds as quickly as possible.

5. The highest priority location for affordable housing funded wholly or in part with in-lieu fees is the subarea location of the project that generated the in-lieu fee; however, the *city manager* may authorize the use of these funds for affordable housing projects in other subareas of the *City* (as a second priority) or within another jurisdiction (as a third priority) with close proximity to commercial uses, transit services, and/or employment opportunities.

18.77.050 Affordability agreement.

A. Prior to issuing any building permit, an agreement in a form approved by the *city manager* that addresses price restrictions, homebuyer or tenant qualifications, phasing of construction, monitoring of affordability, duration of affordability, and any other applicable topics of the affordable housing units shall be recorded with King County Department of Records and Elections. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the *applicant*. The *City* may agree, at its sole discretion, to subordinate any affordable housing regulatory agreement for the purpose of enabling the owner to obtain financing for *development* of the property.

B. Monitoring and Fees. The *City* reserves the right to establish, in the affordability agreement referred to in subsection A of this section, monitoring fees for the affordable housing unit, which can be adjusted over time to account for inflation. The purpose of any monitoring fee is for the review and processing of documents to maintain compliance with income and affordability restrictions of the affordability agreement.

18.77.060 Expedited permit processing.

A. Certain projects containing ~~very~~extremely low-income or very low-income affordable housing units in the R-12, R-18, R-24, NB, CB, DR, DC, UC, UR, WC, RB, and PSP zones that require a Type 2 land use decision as described in KMC [19.25.020](#) may have that process reduced to a Type 1 land use decision unless the proposal includes any of the following:

1. Short subdivision, including revisions and alterations;
2. Zoning variance;
3. Conditional use permit;
4. Shoreline permit; or
5. Critical area exceptions, variances or modifications under Chapter [18.55](#) KMC.

B. Any applicant for a project containing ~~very~~**extremely** low-income or **very** low-income affordable housing units may request that review of the project be expedited. The request may be made on forms provided by the City. If a determination is made by the *city manager* that City staffing or other permit priorities do not allow expedited permit review, the *applicant* may request that the project be reviewed by a consultant working for the City at the *applicant's* expense.

Parking

18.40.030 Computation of required off-street parking spaces.

A. Except as modified in KMC **18.40.035**, **18.40.040**, **18.40.050** or **18.40.090**, off-street parking areas shall contain at a minimum the number of *parking spaces* as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets, restrooms and exterior walls. If the formula for determining the number of off-street *parking spaces* results in a fraction, the number of off-street *parking spaces* shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

. . .

~~F. Exceedance of Minimum Parking – Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE. Provision of parking in excess of the minimum parking requirements shall require the excess parking be included in a structured parking garage, or under building and screened from the street frontage, unless the additional parking is associated with a phased, mixed use development and is interim in nature.~~ (standard relocated for clarity)

GF. Exceedance of Minimum Parking – Zones Other Than Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE. Provision of parking shall not exceed 30 percent more than the minimum parking requirements unless the excess parking spaces are included in a structured parking garage, or under building and screened from the street frontage, unless the additional parking is associated with a phased, mixed use development and is interim in nature.

HG. Tree Retention – DC and DR Zones. Where an applicant proposes retention of *trees* in accordance with KMC **18.35.100**(G) in the DC and DR zones, the *city manager* may reduce parking requirements by one *parking space* for every two *significant trees* that are saved in excess of the significant tree ordinance requirements.

IH. Critical Area or Buffer Protection. When unavoidable, the *city manager* may reduce minimum parking requirements in order to maximize the protection of a *critical area* or its *buffer*. The

reduction in the number of parking stalls or alternative stall or drive aisle dimensional requirements shall be in proportion to the area to be retained in the *buffer* or *critical area*.

18.29.070 Parking 18.40.035 Parking in the Urban Residential zone, Downtown Commercial zone east of 73rd Avenue NE, Public and Semi-Public zone abutting SR-522, and the Urban Corridor zone, east subarea

Parking in the ~~TOD district overlay~~ urban residential zone, the downtown commercial zone east of 73rd Avenue NE, the public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea should be sufficient to support local businesses and residential development, while at the same time promoting transit ridership, walkable streets, and efficient use of land. Proposed development ~~choosing to develop under the TOD district overlay~~ shall provide parking as follows:

A. Minimum parking requirements for nonresidential uses may be reduced to 75 percent of the minimum requirement computed according to the provisions of KMC 18.40.030.

B. Minimum residential parking shall be supplied at the following ratios:

1. ~~1.00.50~~ parking spaces per ~~market rate dwelling unit~~, except as follows:

a. Pioneer Project Incentive. For purposes of this section, a pioneer project consists of the first 100 bonus housing units provided in the city under the TOD district overlay regulations. The first 100 bonus housing units in a pioneer project(s) may elect to provide parking spaces for market rate bonus units at 0.6 parking spaces per dwelling unit.

2. ~~1.00.50~~ additional parking space per every five ~~market rate dwelling units~~ shall be provided and designated as guest parking for use by all guests.

3. ~~0.60 parking spaces per dwelling unit for affordable or senior dwelling units.~~ There are no minimum parking requirements for multifamily residential developments specifically for housing *senior citizens* or people with disabilities. For residential *developments* specifically for housing *senior citizens*, an *applicant* shall prepare a parking demand analysis to determine parking requirements for staff and visitors. Parking requirements for *senior citizen assisted living* facilities are addressed in Sections 18.40.030.A and 18.40.050 KMC.

4. Affordable housing shall be as defined under KMC ~~18.29.060~~. Senior housing shall be defined as housing restricted to those meeting the definition of "senior citizen" as found in KMC ~~18.20.2500~~.

C. The following factors shall count towards minimum parking standards for residential and nonresidential development:

1. On-street parking immediately adjoining a property proposed for development or provided as part of the proposed development may be counted toward the minimum parking requirement.

2. Minimum on-site parking may be reduced further by provisions of KMC 18.40.090(B) for properties within the TOD district overlay that meet the requirements of KMC 18.40.090(B) for accessibility to high frequency transit service.

32. Shared parking among uses is encouraged within the TOD district overlay as described in KMC 18.40.040. Developments that propose shared parking arrangements shall submit a *parking management plan* as defined in KMC 18.20.1995 that describes the terms and conditions of shared parking arrangements on site.

D. Parking Provided in Excess of Minimum. Provision of parking in excess of the minimum parking requirements outlined in subsections A and B of this section shall require the excess parking be included in a structured parking garage, or under building and screened from the street frontage, unless the additional parking is associated with a phased, mixed use development, is interim in nature, and is temporarily located on land reserved for future phases not yet built. (standard relocated for clarity)

ED. Maximum parking within the TOD district overlay shall not exceed the minimum requirement calculated under the provisions of KMC 18.40.030.

1. Applicants may be allowed to exceed the maximum parking if the applicant can produce a parking study that demonstrates probable on-site parking needs that are significantly higher than similar uses. This traffic study shall be subject to review by the city manager before approval for additional parking is granted. All parking granted in excess of the maximum shall be provided in a structured parking garage or under building and screened from the street frontage.

FE. All other parking requirements shall be as provided in Chapter 18.40 KMC this chapter.

18.40.038 Exceedance of Minimum Parking - Downtown Commercial Zone, Downtown Residential Zone, Urban Corridor Zone, East Subarea, and Urban Residential Zone.

Provision of parking in excess of the minimum parking requirements shall require the excess parking be included in a structured parking garage, or under *building* and screened from the *street frontage*, unless the additional parking is associated with a phased, *mixed use development* and is interim in nature.

Miscellaneous amendments

(includes significant tree grove retention standards)

3.65.040 Project eligibility. (MFTE)

To be eligible for exemption from property taxation under this chapter, the property shall satisfy all of the following requirements:

- A. The property must be located in a residential targeted area.
- B. A building or buildings in the project on the property shall have at least four dwelling units. Any project may be proposed in phases. If applicable, the *affordable housing* units may be located in all or some of the buildings in the project.
- C. For new construction, a minimum of four new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added.
- D. Existing dwelling units proposed for rehabilitation shall have been unoccupied for a minimum of 12 months prior to submission of an application and shall fail to comply with one or more requirements of the building code as set forth in KMC Title [15](#).
- E. No application may result in the net loss of existing *affordable housing* which receives housing assistance through Federal low- or moderate-income housing programs (e.g., HUD Section 8 program).
- F. Prior to issuing a certificate of occupancy, an agreement in a form acceptable to the city attorney that addresses *eligible household* qualifications and any other applicable topics of the *affordable housing* units shall be recorded with the King County department of records and elections. This agreement shall be a covenant running with the land and shall be binding on the assigns and successors of the *owners*.
- G. The project shall comply with all applicable zoning, land use, building and housing requirements contained in this code, including, but not limited to, if the project is on property located in the transit-oriented development district overlay, the project shall comply with Chapter 18.29 KMC and all other applicable zoning regulations.

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 (base density in dwellings per acre)
Manufactured Housing Community	MHC
Neighborhood Business	NB
Community Business	CB
Downtown Residential	DR
Downtown Commercial	DC
Urban Corridor	UC
<u>Urban Residential</u>	<u>UR</u>
Waterfront Commercial	WC
Regional Business	RB
Public and Semi-Public	PSP
Parks	P
Golf Course	GC
Property-Specific Development Standards	P-suffix
Special District Overlay	SO

18.30.040 Fences.

Fences are permitted as follows:

- A. *Fences* exceeding a height of eight feet shall comply with the applicable *street* and interior *setbacks* of the zone in which the property is located;
- B. *Fences* located on a rockery, *retaining wall*, or *berm* within a required *setback* area are permitted subject to the following requirements:

1. In R-1 through R-18, P and GC zones:

- a. The total height of the *fence* and the rockery, *retaining wall* or *berm* upon which the *fence* is located shall not exceed a height of 12 feet. This height shall be measured from the top of the *fence* to the ground on the low side of the rockery, *retaining wall* or *berm*; and
- b. The total height of the *fence* itself, measured from the top of the *fence* to the top of the rockery, *retaining wall* or *berm*, shall not exceed eight feet;

2. In the R-24, R-48, **UR**, DR, PSP, and commercial zones, the height of the *fence*, measured from the top of the *fence* to the top of the rockery, *retaining wall* or *berm*, shall not exceed eight feet;

3. Any portion of the *fence* above a height of eight feet, measured to include both the *fence* and the rockery, *retaining wall*, or *berm* (as described in subsection (B)(1)(a) of this section), shall be an *open-work fence*;

C. *Fences* located on a rockery, *retaining wall* or *berm* outside required *setback* areas shall not exceed the building height for the zone, measured in accordance with the standards established in the *City* building code, KMC Title [15](#);

. . .

18.30.112 Marijuana businesses – Standards.

Nothing in this code or the ordinances of the City shall be construed as an authorization to violate any federal law. Affirmative terminology used in this section regarding permitting, licensing, authorization, and similar terms shall not be construed as approval, support, endorsement, or encouragement of the activities addressed in this code or City ordinances with regard to *marijuana businesses*. Such terms shall instead be construed only to describe circumstances under which there is conditional absence of local prohibition. The City does not intend to aid, abet, counsel, command, induce or procure any offense against the United States. The City also does not intend to conspire with any *marijuana producer, processor, researcher, or retailer* to commit any offense against the United States. The purpose of all regulations relating to *marijuana businesses* is to establish local laws which protect public safety, health and welfare to the greatest extent allowed by a Washington State law that cannot be reconciled with federal law. Nothing herein shall be construed to supersede federal law prohibiting the possession, use, manufacture, or sale of *marijuana*.

The following standards shall apply to *marijuana businesses*:

A. No person or entity may apply for, receive or maintain a permit to locate a *marijuana business* in the City unless that person or entity holds a valid marijuana business license from the Washington State Liquor and Cannabis Board verifying that the business complies with Chapter [314-55](#) WAC and all State laws relating to *marijuana businesses*. A *marijuana business* with an active administrative violation notice from the Washington State Liquor and Cannabis Board and/or a suspended license shall not be permitted to locate in the City until the violation is resolved and/or any associated fines have been paid or suspensions concluded.

B. *Marijuana businesses* shall maintain a 1,000-foot separation from the perimeter of the grounds of any of the following entities:

1. Elementary or secondary school;

2. Playground;
3. Recreation center or facility;
4. Child care center;
5. Public park;
6. Public transit center;
7. Library;
8. Any game arcade (where admission is not restricted to persons age 21 or older);
9. Properties owned or under contract by a public entity such as a school district or the City where a future elementary or secondary school or public park is planned when such plans have been approved or adopted by the public entities' governing authority; or
10. Another *marijuana business*, except that a *marijuana researcher* shall not have this particular separation requirement.

Definitions of subsections (B)(1) through (8) of this section, and the methodology for measuring the buffers outlined above, shall be as provided in Chapter [314-55](#) WAC.

C. *Marijuana businesses* shall not be located on a parcel any portion of which is within 200 feet of a residential zone (R-1, R-4, R-6, R-12, R-18, R-24, ~~or R-48, or UR~~).

. . .

18.30.130 Recreation space – On-site areas.

A. ~~Excluding age restricted senior citizen housing,~~ Single-family detached subdivisions, ~~apartment, townhouse and mixed use development~~ of more than nine units in the R-4 through R-48, ~~UR~~, and DR zones; and standalone ~~apartment or townhouse developments~~ in the NB, UC or DC zone of more than nine units, ~~excluding age restricted senior citizen housing,~~ shall provide a common recreational open space area on site, except when facilities are available to the public that meet all of the following requirements:

1. Are developed as a county, municipal or regional *park*;
2. Are located within one-quarter mile walking distance; and
3. Are accessible without crossing any arterial *street*.

...

18.30.230 Setbacks – Projections and structures allowed.

...

B. Uncovered porches and decks which exceed 18 inches above the finished grade may project:

1. Eighteen inches into interior *setbacks* in the NB, CB, **UR**, DR, DC, UC, WC, RB, PSP, P, and GC zones;
2. Eighteen inches into side *setbacks* in the R and MHC zones;
3. Eighteen inches into rear *setbacks* in the R-12 through R-24 and MHC zones;
4. Five feet into rear *setbacks* in the R-1 through R-6 zones; and
5. Five feet into *street setbacks*;

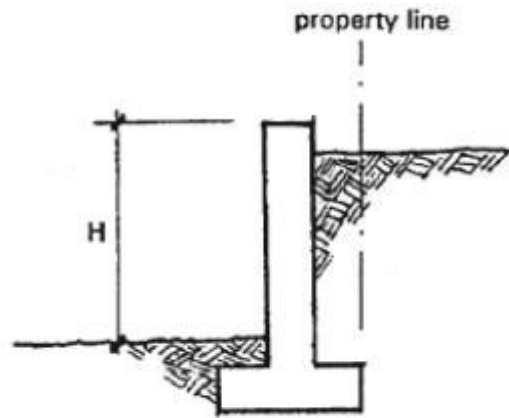
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G. Rockeries, *retaining walls* and curbs may project into or be located in any *setback*, provided these *structures*:

1. Do not exceed a height of six feet in the R-1 through R-18, parks and golf course zones;
2. Do not exceed a height of eight feet in the R-24, R-48, MHC, **urban residential**, and downtown residential zones; and

3. Do not exceed the building height for the zone in commercial and public/semi-public zones, measured in accordance with the standards established in the City building code,

RETAINING WALL IN SETBACK



H maximum 6' in R-1— R18, P and GC zones

H maximum of 8' in R-24, R-48 and DR zones

H not to exceed building height requirement in commercial and PSP zones

KMC Title [15](#);

Note to staff: illustration must be revised to add UR zone.

18.35.045 Landscaping – General requirements.

	Street frontage perimeter landscaping (average width) ⁹	Interior lot line perimeter landscaping (average width) ¹⁴	Surface parking lots of 10 or more stalls
Residential development ¹	10' Type III ⁸	5' Type II ⁸ 10' Type II ¹¹	20 sq. ft. per stall in common parking areas.
Commercial development ²	10' Type III	20' Type I ¹⁰	20 sq. ft. per stall if 10 – 30 stalls provided; 25 sq. ft. per stall if 31 or more stalls provided.
Industrial development ³	10' Type II	10' Type II ¹² 20' Type I ¹⁰	20 sq. ft. per stall if 10 – 30 stalls provided;

	Street frontage perimeter landscaping (average width) ⁹	Interior lot line perimeter landscaping (average width) ¹⁴	Surface parking lots of 10 or more stalls
			25 sq. ft. per stall if 31 or more stalls provided.
Institutional development ⁴	20' Type II ⁶	10' Type II	20 sq. ft. per stall if 10 – 30 stalls provided; 25 sq. ft. per stall if 31 or more stalls provided.
Utility development ⁵	10' Type II ⁷	10' Type II ¹³	20 sq. ft. per stall if 10 – 30 stalls provided; 25 sq. ft. per stall if 31 or more stalls provided.

¹ As described in KMC [18.35.030\(A\)](#).

² As described in KMC [18.35.030\(D\)](#).

³ As described in KMC [18.35.030\(E\)](#).

⁴ As described in KMC [18.35.030\(F\)](#).

⁵ As described in KMC [18.35.030\(G\)](#).

⁶ Excluding playgrounds and playfields.

⁷ For an above-ground *utility facilities development* only, excluding distribution and transmission corridors.

⁸ Only for attached/group residence *development* as described in KMC [18.35.030\(B\)](#).

⁹ For all zones except the **UR** DC and DR zones. In the CB zone, where *street frontage setbacks* are required, the area within the *setback* must contain Type II *landscaping*.

¹⁰ Along any portion adjacent to a residential *development* as described in KMC [18.35.030\(A\)](#).

¹¹ Along portions of an attached/group residence *development* as described in KMC [18.35.030\(B\)](#) adjacent to property developed with single detached residences or vacant property that is zoned R-1 through R-6.

¹² Along any portion adjacent to a commercial or institutional *development* as described in KMC [18.35.030\(D\)](#) and (F).

¹³ Excluding distribution or transmission corridors.

¹⁴ In the DC zone, where interior *setbacks* are required and/or provided, *setbacks* shall be landscaped with Type II *landscaping*. In the CB zone, where interior *setbacks* are required and/or provided, *setbacks* shall be landscaped with Type II *landscaping*.

18.35.070 Landscaping – Surface parking areas.

. . .

D. Landscaping around the perimeter of a *site* that is in addition to the perimeter *landscaping* required by KMC 18.35.045 may count toward 10 percent of the required surface parking area *landscaping* in all zones except the DC, and DR, and UR zones, or RB-zoned properties that are not subject to P-suffix condition NS-P4, and which lie north of NE 175th Street (see subsection F of this section), if it is adjacent to the parking area;

. . .

F. Standards for perimeter *landscaping* and screening of surface parking lots for the DC, and DR, and UR zones, or RB-zoned properties that are not subject to P-suffix condition NS-P4, and which lie north of NE 175th Street, are defined in Chapter 18.52 KMC, Downtown Design Standards. All other landscape requirements for surface parking lot landscaping in this section apply to the DC, and DR, and UR zones, and RB-zoned properties that are not subject to P-suffix condition NS-P4, and which lie north of NE 175th Street.

18.42.090 Residential zone signs.

Signs in the downtown residential, urban residential, R and MHC zones are limited as follows:

A. Nonresidential Use.

1. One *sign* identifying nonresidential *uses*, not exceeding 25 square feet and not exceeding six feet in height, is permitted;
2. Schools are permitted one *sign* per school or school facility entrance, which may be located in the *setback*. Two additional *wall signs* attached directly to the school or school facility are permitted;
3. *Home occupation* and *home industry signs* are limited to *wall signs* not exceeding six square feet.

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 complex, 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*.

Chapter 18.52

DOWNTOWN DESIGN STANDARDS

Note to staff: "Downtown" must be eliminated from references to the design standards

Sections:

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- [18.52.010 Purpose and intent.](#)
- [18.52.020 Pedestrian-oriented streets and uses.](#)
- [18.52.030 Scale of **downtown** development.](#)
- [18.52.040 Example images included in standards.](#)
- [18.52.050 Recommended guiding principles – **General Downtown**.](#)
- [18.52.060 Additional principles – Northwest Quadrant.](#)
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- [18.52.075 Design review process.](#)

Article II. Site Design – Standards for All Uses

- [18.52.100 Pedestrian walkways.](#)
- [18.52.110 Northwest Quadrant circulation plan.](#)
- [18.52.120 Public spaces and plazas.](#)
- [18.52.130 Furnishings.](#)
- [18.52.140 Site lighting.](#)
- [18.52.150 Building location/setbacks \(for commercial/mixed use buildings\).](#)
- [18.52.160 Building setbacks \(for residential/primarily residential uses\).](#)
- [18.52.170 Surface parking lot location.](#)
- [18.52.180 Parking lot screening.](#)
- [18.52.190 Location of driveways.](#)
- [18.52.200 Outdoor service and storage areas.](#)

Article III. Building Design – Standards for All Uses

- [18.52.210 Corner features.](#)
- [18.52.220 Roof form.](#)

- [18.52.230 Structured parking.](#)
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Article IV. Building Design – Standards for Commercial/Mixed Use Buildings

- [18.52.260 Visible building entrances.](#)
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Article V. Building Design – Standards for Residential/Primarily Residential Uses

- [18.52.320 Primary residential entrances.](#)
- [18.52.330 Building mass and bulk.](#)
- [18.52.340 Materials.](#)
- [18.52.350 Windows.](#)

Article I. Introduction and Applicability

18.52.010 Purpose and intent.

The Kenmore **downtown** design standards are intended to implement the City's comprehensive plan and vision for the creation of "...a community with an attractive, vital, pedestrian-oriented City center offering commercial, civic, cultural and park spaces, integrated with higher density housing..." and "...a community with... that has clear design standards creating attractive, functional, and enduring *buildings* and places..."

The purpose of the **downtown** design standards is to create a pedestrian-oriented **downtown mixed use areas** by identifying appropriate *site* and development standards, including green infrastructure, for new *development*.

The Kenmore design standards are structured in the following manner.

...

18.52.030 Scale of **downtown** development.

18.52.050 Recommended guiding principles – **General Downtown.**

18.52.070 Applicability.

A. Design standards shall apply as depicted in Figure 18.52.070.A.1.

B. A property owner or developer electing to develop under Chapter 18.29 KMC, Transit Oriented Development (TOD) District Overlay, shall comply with Standard 1 as described in subsection C of this section.

. . .

D. In the event of conflict between the **downtown** design standards and any other applicable code, the *city manager* shall determine the appropriate application of the conflicting codes, recognizing the need to protect public health, safety, and welfare, any specific interpretation criteria, as well as furtherance of the intent of the comprehensive plan and these **downtown** design standards.

. . .

G. The degree to which each standard applies to a redevelopment project shall be evaluated on a case-by-case basis in an effort to achieve an overall design which meets the purpose and intent of the **downtown** design standards. In determining the degree of applicability, the *city manager* shall give priority to design standards which address *building* placement, parking standards, window/door treatments, and *first floor facades*.

H. For proposed existing *structure* exterior remodels, or existing *structure* expansions, parking reconfigurations, or other activities subject to design standards that are less than new construction, the *city manager* shall determine the extent of compliance with the design standards as appropriate to recognize current conditions and further the intent of the **downtown** design standards. The required design or development standards shall be related to the improvement proposed. For example, if a parking reconfiguration is proposed, the required design standards should address *pedestrian walkways* between parking lots and building entrances or parking lot screening; or if a building entrance is modified, visible building entrance requirements should be applied.

18.52.100 Pedestrian walkways.

. . .

B. Standards – Required.

1. Locations. Clear and visible *pedestrian walkways* shall be provided in the following locations:

a. Through Block Connections.

(1) Northwest Quadrant. If the property abuts a proposed pedestrian route designated in the Northwest Quadrant circulation plan, see KMC [18.52.110](#). In areas not identified on the circulation plan, one *pedestrian walkway* shall be provided for an average of every 300 feet or less of *street frontages* in the north-south and east-west directions to create a linked *pedestrian walkway* system around and through the Northwest Quadrant. Distances may vary from exactly 300 feet to accommodate linking adjacent *development* on a case-by-case basis.

(a) *Public spaces* shall be linked to adjacent *streets* and *developments*.

(b) Exact locations of *pedestrian walkways* shall be determined at the time of *development* to accommodate linkages between adjacent *developments*.

(2) Northeast Quadrant and TOD District Overlay, Urban Corridor zone, east subarea, Urban Residential zone, and Public/Semi-Public properties abutting SR-522. In the Northeast Quadrant, Urban Corridor zone, east subarea, Urban Residential zone, and Public/Semi-Public properties abutting SR-522 and for properties electing to develop under Chapter [18.29](#) KMC in the TOD district overlay, one *pedestrian walkway* shall be provided between the north and south end of the property, spaced an average of every 300 feet or less of *street frontages*. The walkway must connect with walkways located on other properties established in accordance with this condition. Distances may vary from exactly 300 feet to accommodate linking adjacent *developments* on a case-by-case basis. The comprehensive plan downtown circulation concept shall be a general guide to priority pedestrian links.

(a) *Public spaces* shall be linked to adjacent *streets* and *developments*.

(b) Exact locations of *pedestrian walkways* shall be determined at the time of *development* to accommodate linkages between adjacent *developments*.

. . .

18.52.150 Building location/setbacks (for commercial/mixed use buildings).

A. Intent.

1. Retail Visibility. To ensure visibility of retail businesses, to establish active, lively uses along the sidewalk, and to encourage strolling in the downtown.

18.52.160 Building setbacks (for residential/primarily residential uses).

A. Intent.

1. Pedestrian Orientation and Densities. To ensure pedestrian orientation and desired densities ~~in downtown~~.

18.52.210 Corner features.

A. Intent.

1. To ensure architectural interest and pedestrian-scaled detail ~~in downtown~~.
2. To allow for comfortable pedestrian queuing space.

18.52.220 Roof form.

...

C. Not Allowed.

1. Flat, Unadorned Roofs. Flat roofs without architectural embellishments are not allowed ~~on buildings in the downtown~~.

18.52.230 Structured parking.

A. Intent.

1. Visually Integrated. To visually integrate parking garages with other ~~downtown~~ *uses* through active *ground floor uses*, and the use of architectural treatments, such as materials, treatments of openings, and *human-scaled facade elements*.

18.52.250 Pedestrian bridges.

...

2. *Building* and Landscape Treatments. Pedestrian bridges shall be designed as unique *structures* which serve as a key gateway feature ~~to the~~ *in* downtown.

18.52.290 Weather protection.

A. Intent.

1. *Weather Protection*. To provide *weather protection* for pedestrians ~~throughout downtown~~.

18.52.300 Building materials.

A. Intent.

1. To develop a visual downtown identity and to ensure that ~~downtown development in~~ Kenmore's commercial and higher-density residential areas forms a cohesive visual whole over time. This shall be accomplished through the use of a primarily masonry materials palette.
2. To provide a materials palette which allows for individual and creative architectural expression in individual *development*.

B. Standards – Required.

1. Primary Materials Palette. Commercial and mixed use *buildings* shall be built with materials which will form a visually cohesive identity over time. Facades of commercial and commercial levels of mixed use *buildings* shall be primarily of the following masonry materials:
 - a. Brick;
 - b. Stone;
 - c. Ceramic Tile. Alternate coursing with changes in color and/or texture is required with use of tile. Alternate coursing can be vertical, horizontal, or both;
 - d. Split Face Alternate Course Concrete Masonry Units. Alternate coursing with changes in color and/or texture is required with use of split face masonry units. Alternate coursing can be vertical, horizontal, or both;
 - e. Stucco, if limited to a maximum 50 percent of total building surface area.
2. On any facade adjoining a public sidewalk, at the first two stories above the public sidewalk level, and at exposed stories below the public sidewalk level, primary materials must cover 85 percent of the opaque surfaces on any elevation. On other facades in the public view (from adjacent public *streets, pedestrian walkways, or public spaces*), primary materials must cover more than 50 percent of the opaque surfaces.

Exceptions:

- a. Transparent glass may cover 75 percent of the first story of any one facade. Transparent glass may cover 40 percent of the second story of any one facade.

b. Where there are two front property lines, transparent glass may cover 75 percent of a second facade if the facade is within 15 feet of the property line.

3. Residential Floors, Mixed Use *Buildings*. Nonmasonry materials may be used as a primary material in the residential portions of mixed use *buildings* subject to any applicable restrictions in this section.

4. Vinyl Siding. Vinyl siding is only permitted on floors three and above, and shall not exceed 15 percent of the total building surface area of those floors.

C. Not Allowed.

1. Plain Faced and/or Uncolored Concrete Masonry Units. Plain faced and/or uncolored concrete masonry units shall not cover an area greater than five percent of any facade.

2. Siding Materials Not Allowed. The following siding materials are not allowed on any *building facade*:

- a. Asphalt siding;
- b. Aluminum lap siding;
- c. Siding grade plywood. [Ord. 11-0329 § 3 (Exh. 1).]

18.52.310 Upper level stepbacks, mass, and bulk.

A. Intent.

1. Develop Pedestrian Scale. To ensure that multiple-storied *building facades* do not overwhelm the pedestrian orientation and scale of downtown.

18.52.320 Primary residential entrances.

A. Intent.

1. Active and Lively *Street*. To face residential entrances onto *streets* to create and maintain a lively and active downtown environment.

18.52.330 Building mass and bulk.

A. Intent.

1. Reduce Building Bulk with Smaller Architectural Components. To reduce the apparent bulk of *buildings* by breaking them down into smaller components which are consistent with the pedestrian scale of downtown.

18.52.350 Windows.

A. Intent.

1. Active and Lively *Street*. To face windows onto *streets* to create and maintain a lively and active downtown environment.

18.57.065 Significant tree grove retention in the Urban Residential zone, Downtown Commercial zone east of 73rd Avenue NE, Public and Semi-Public zone abutting SR-522, and the Urban Corridor zone, east subarea

18.29.100 Significant tree grove retention.

A. Definitions.

1. Significant Tree Grove Definition. A "significant tree grove" shall consist of two or more trees with a minimum of five and one-half tree units total. A qualifying tree has two tree units minimum. The maximum distance measured in feet between qualifying trees shall be equal to two times the critical root zone in order to be defined as a significant tree grove. For example a 24-inch d.b.h. tree must be within 24 feet of another tree in the grove to be included in the significant tree grove. A tree of any size that is topped or considered a "hazard tree" as defined in KMC [18.20.3084](#) may not qualify as part of a significant tree grove as herein defined. For purposes of this chapter, a significant tree grove may not contain trees that are located within a critical area or critical area buffer protected under Chapter [18.55](#) KMC. A significant tree grove is not the same as a "grove," as defined in KMC [18.20.1273](#).

2. Tree Units. See KMC [18.57.060](#)(A) for translation of *diameter at breast height* (d.b.h.) to tree units.

B. Applicability.

1. If the underlying zone within the TOD district overlay requires tree retention as provided in Chapter [18.57](#) KMC, then the provisions of Chapter [18.57](#) KMC shall be

retained. If Chapter [18.57](#) KMC exempts a property from tree retention then it shall remain exempt.

21. Development proposals within the boundaries of the TOD district overlay that elect to develop under the provisions of this chapter in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea shall be eligible to benefit from providing less parking or more dwelling units or any combination of the two if the development retains one or more significant tree grove(s) as defined in this section in perpetuity. A development may be able to benefit from both reduced parking and additional dwelling units by preserving a significant tree grove so long as the same tree credits are not counted towards both reductions in parking and additional bonus dwellings. Trees or groves retained through the other provision of Chapter [18.57](#) KMC this chapter may count towards the significant tree grove retention if they meet the definitions found in subsection A of this section.

32. Tree on Property Line. In instances where one or more trees that would qualify as part of a significant tree grove is located on a property line such that the tree is on more than one property, and the properties are in separate ownerships, the tree shall qualify to be counted as part of a separate tree grove by each property owner.

C. Reduced Parking. In order to retain qualifying significant tree groves, required parking may be reduced at the maximum rate of one stall per each five and one-half tree units. Parking quantities may be reduced up to a maximum of 20 percent from the parking requirement after other reductions are applied, if any.

D. Residential Bonus Units. In order to retain qualifying significant tree groves, residential units are offered at the rate of one bonus unit per each 11 tree units preserved. Grove bonus units are not included in maximum unit density calculations. Grove bonus units are not subject to the affordability requirements of KMC [18.29.060](#) [18.27.020](#) and [18.77](#).

E. Significant Tree Grove Preservation Requirements.

1. Tree Protection Plan Required. A tree protection plan as identified in KMC [18.57.050](#) shall be required for any development application proposing to protect one or more significant tree groves through this section.

2. Recorded on Title. The map of significant tree groves preserved through this section, along with a covenant preventing removal, shall be recorded and shown on the property title.

3. Subject to Tree Protection Measures of Chapter [18.57](#) KMC. Significant tree groves protected under this section shall be subject to the tree protection measures during construction found in KMC [18.57.090](#), the post-construction replacement, financial

guarantee, and maintenance requirements of KMC [18.57.100](#), and the penalties and enforcement of KMC [18.57.110](#).

18.60.050 Wireless communication facility review processes and maximum allowable heights.

P – Permitted Use

C – Conditional Use – reviewed through Type 2 process outlined in KMC [19.25.020](#).

X – Prohibited Use⁵

Type of wireless communication facility	Residential zones R-1 through R-6 and MHC	Residential zones R-12 through R-24, UR , and DR	Nonresidential zones RB, UC east, DC, CB Juanita, and NB	Nonresidential zones UC west, WC, and CB west (view zones)	Other nonresidential zones PSP, P, and GC
Antenna collocation on an existing conforming tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower
Rooftop antenna	X, C ^{1,2} , P ^{1,7} Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	X	P Maximum height: 15' above the roof height at the antenna location
Facade antenna	X, C ^{1,2} , P ^{1,7} Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: May not extend above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall
Amateur (ham) radio facilities	P Maximum height ³ : Ground-mounted facility – 65'.	P Maximum height ³ : Ground-mounted facility – 65'.	P Maximum height ³ : Ground-mounted facility – 65'. Rooftop facility – 30' above the roof	P Maximum height: 35'	P Maximum height ³ : Ground-mounted facility – 65'.

Type of wireless communication facility	Residential zones R-1 through R-6 and MHC	Residential zones R-12 through R-24, UR , and DR	Nonresidential zones RB, UC east, DC, CB Juanita, and NB	Nonresidential zones UC west, WC, and CB west (view zones)	Other nonresidential zones PSP, P, and GC
	Rooftop facility – 30' above the roof height at the antenna location	Rooftop facility – 30' above the roof height at the antenna location	height at the antenna location		Rooftop facility – 30' above the roof height at the antenna location
Antennas on utility or light poles. (Nearest abutting zone is used to determine process if in the right-of-way.)	C ² , P ⁷ Maximum height: 55'	P Maximum height: 55'	P Maximum height: 55'	C ² , P ⁸ Maximum height: up to the building height limit as specified in the underlying zoning district	P Maximum height: 55'
Satellite dish	C ² if no more than 2 meters (6.6') in diameter; otherwise X Maximum height: Ground-mounted dishes – 15'. Rooftop dishes – 15' above the roof height at the dish location	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 1 dish per site; otherwise C ² Maximum height: Ground-mounted dishes – 15'. Rooftop dishes – 15' above the roof height at the dish location	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 3 dishes per site; otherwise C ² Maximum height: Ground-mounted dishes – 15'. Rooftop dishes – 15' above the roof height at the dish location	P if ground-mounted; otherwise X Maximum height: Ground-mounted dishes – 15'	C ² Maximum height: Ground-mounted dishes – 15'. Rooftop dishes – 15' above the roof height at the dish location
Tower ⁶	X	X	X in the DC zone; otherwise C ^{2,4} Maximum height: up to the building height limit as specified in the	X	C ^{2,4} Maximum height: up to the building height limit as specified

Type of wireless communication facility	Residential zones R-1 through R-6 and MHC	Residential zones R-12 through R-24, UR , and DR	Nonresidential zones RB, UC east, DC, CB Juanita, and NB	Nonresidential zones UC west, WC, and CB west (view zones)	Other nonresidential zones PSP, P, and GC
			underlying zoning district		in the underlying zoning district

18.60.110 Landscaping requirements.

A wireless communication facility site, with the exception of an *amateur (ham) radio facility*, shall provide *landscaping* as follows:

A. When the facility is located in:

1. The NB, CB, PSP, RB, WC, UC, DC, **UR**, or DR zone, the base of any *tower* and any ground equipment, whether or not in a *structure* or cabinet, shall be landscaped with eight feet of Type II *landscaping* as defined by KMC [18.35.040](#)(B). This landscaped area shall be increased to 10 feet of Type I *landscaping* as defined by KMC [18.35.040](#)(A) in areas adjacent to residential development as described in KMC [18.35.030](#)(A). For *satellite dishes*, the visual screen may be reduced to the height of the center of the dish on the transmitting side.

2. The R, MHC, GC, and P zones, the base of any *tower* and any ground equipment, whether or not in a *structure* or cabinet, shall be landscaped with 10 feet of Type I *landscaping* as defined by KMC [18.35.040](#)(A). For *satellite dishes*, the visual screen may be reduced to the height of the center of the dish on the transmitting side.

...

18.73.120 Home industry.

In all zones except R-12, R-18, R-24, **UR**, CB Juanita subarea, and NB, a resident may establish a *home industry* as an accessory activity, provided:

...

18.80.020 Permitted locations of residential density incentives.

Residential density incentives (RDIs) shall be used only on *sites* served by public sewers and only in the following zones:

A. In R-4 through R-24, **and** **and** downtown residential, **and urban residential** zones; and

B. In DC, NB, CB, UC, WC, and RB zones when part of a *multiple-family dwelling* or *mixed use development*.

18.80.040 Public benefits and density incentives.

E. The following are the public benefits eligible to earn density incentives through RDI review:

BENEFIT	DENSITY INCENTIVE
1. AFFORDABLE HOUSING	
a. Benefit units consisting of rental housing permanently <u>affordable to very low-income households, as defined in KZC 18.20.098</u> priced to serve low-income households (i.e., no greater than 30 percent of gross income for households at or below 50 percent of King County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels, and requirements for reporting to the City shall be recorded at final approval.	2.0 bonus units per benefit unit.
b. Benefit units consisting of assisted housing units 600 square feet or less.	1.0 bonus unit per benefit unit.
c. Benefit units consisting of rental housing permanently <u>affordable (as defined in KZC 18.20.098)</u> priced to serve moderate-income households (i.e., no greater than 30 percent of gross income for <u>to households with incomes at or below 70 percent of King County median income, adjusted for household size</u>). A covenant on the site that specifies the income level being served, rent levels, and requirements for reporting to the City shall be recorded at final approval.	1.0 bonus unit per benefit unit.
d. Benefit units consisting of <u>moderate-low-income, owner-occupied</u> housing <u>(as defined in KZC 18.20.098)</u> , reserved for <u>income- and asset-qualified eligible</u> home buyers <u>(total</u>	1.0 bonus unit per benefit unit.

household income at or below 80 percent of King County median, adjusted for household size). Benefit units shall be limited to owner-occupied housing, with prices restricted to same income group, based on current underwriting ratios and other lending standards for 30 years from date of first sale.

A covenant on the site that specifies the income level and other aspects of buyer eligibility, price levels, and requirements for reporting to the City shall be recorded at final approval.

e. Projects in which units are reserved for moderate-Benefit units consisting of very low-income, owner-occupied housing (as defined in KZC 18.20.098), reserved for eligible home and asset-qualified buyers, (total household income at or below 50 percent of the King County median, adjusted for household size). All units shall be limited to owner-occupied housing with prices restricted based on current underwriting ratios and other lending standards, and with prices restricted to same income group, for 30 years from date of first sale. Final approval conditions shall specify requirements for reporting to the City on both buyer eligibility and housing prices. A covenant on the site that specifies the income level and other aspects of buyer eligibility, price levels, and requirements for reporting to the City shall be recorded at final approval.

2.0 bonus units per benefit unit.

...

g. Affordable housing units provided under this section shall remain affordable housing for a minimum of 50 years from the date of initial sale, if owner-occupied, or the life of the project (i.e., the duration of the property's residential use), if renter-occupied.

g. Affordable housing units provided under this section shall remain affordable housing for a minimum of 50 years from the date of initial sale, if owner-occupied, or the life of the project (i.e., the duration of the property's residential use), if renter-occupied

18.110.020 General provisions.

D. A *development agreement* may be proposed and approved only for the following properties:

1. Properties in the downtown commercial (DC), regional business (RB), waterfront commercial (WC), urban corridor (UC), urban residential (UR), downtown residential (DR), community business (CB), neighborhood business (NB), public and semi-public (PSP), parks (P) and golf course (GC) zones.

Staff Responses to Public Comments: Transit-Oriented Development

(This matrix contains comments received between 10/10/22 and 10/24/22.)

	Commenter	Concern	Staff Response
1.	Colleen Anderson 10/18/22 public hearing	Don't have enough parking Downtown. People farther from the core won't have services. Need additional infrastructure. Want firm requirement for affordable housing.	<ul style="list-style-type: none"> • New regulations would require .75 stall per unit within ¼-mile of transit consistent with State law. Parking adds to the cost of construction and increases impervious surface. Parking on the street, when street widths are adequate, makes use of existing impervious surface. • The area where densities are being increased is within ¼-mile of SR-522 and services along the corridor. • Including 25% affordable housing units would be a requirement.
2.	Mark Carpenter 10/18/22 public hearing	Don't want to live in Ballard or Capitol Hill with increased density. Occupants will own cars. The proposal on NE 80 th is a giant box. King County is losing population so no need for this. Opposed to the change. Townhomes would be better.	<ul style="list-style-type: none"> • Kenmore has a regional responsibility as a "High-Capacity Transit Community" to provide transit-supportive densities near the bus rapid transit (BRT) line. Putting more housing close to transit provides an opportunity for residents to reduce driving; townhomes are not developed at transit-supportive densities. • Design regulations should keep any development from being a "giant box." • The zoning rules that would allow a TOD development on NE 80th have been in place since 2015.
3.	Marcia Fischer 10/18/22 public hearing	Kenmore doesn't have an economic base so people must drive. The bus takes too long, with many transfers. Where do Kenmore residents work? Are those workers served by transit? Transit systems aren't centralized—the lake makes it difficult.	<ul style="list-style-type: none"> • It is true that most Kenmore residents do not work in Kenmore. • Providing additional housing close to transit makes it possible to reduce driving. • BRT should improve transit options for the community, with links to light rail to Seattle to the west and to new eastside transit opportunities.

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4.	Corey Holder 10/18/22 public hearing	Not opposed to TOD, but no confidence that infrastructure will be distributed equitably. Loss of street parking conflicts with these plans. Is there a commercial/retail requirement on the ground floor? How is TOD going to impact the neighbors?	<ul style="list-style-type: none"> • A policy in the City's Comprehensive Plan speaks to the need to distribute improved infrastructure equitably. • Although there is no requirement that commercial/retail be on the main floor, that opportunity is provided at a small scale in the Urban Residential area and at any scale in the Urban Corridor and Downtown Commercial areas. • TOD will add new density, but design regulations should ensure building quality.
5.	Brian Houten 10/18/22 letter	Must plan for the future without impacting current residents.	<ul style="list-style-type: none"> • The opportunity to develop TOD in the area under consideration has been in place since 2015. With the exception of increased heights and a more significant affordable housing requirement, the new standards are relatively unchanged from the existing rules.
	10/18/22 public hearing	Proximity to Bothell Way shouldn't be the only thing considered. TOD will impact townhomes—block out sun. Those living there will be renters not owners. Driveway will be right outside window. Garbage smell. Not enough parking. Net result will be a negative impact to the quality of life. Will further destroy Swamp Creek.	<ul style="list-style-type: none"> • The opportunity to develop TOD has been in place since 2015. • State law mandates that parking be reduced in areas within ¼-mile of transit. • Complaints about driveway location and garbage smell are related to a specific development under consideration using the existing TOD rules and for which the final site plan has not been established. • The City's critical area and shoreline rules are unaffected by the TOD changes and will continue to protect Swamp Creek. Additional protection would be given to the heron rookery.
6.	Jan Howard 10/18/22 public hearing	The proposal at 17715 80 th Avenue NE is for a 6 story TOD development. Current neighborhood is townhomes. Neighborhood has limited sidewalks and no crosswalks. Should only allow TOD directly along Bothell Way.	<ul style="list-style-type: none"> • The project of concern being proposed under the existing TOD rules. Although the neighborhood may contain townhomes, the TOD zoning has been in place since 2015 and even the underlying R-18 zoning allows heights up to 60'. • TOD is proposed for the area within ¼-mile of the transit corridor to place more housing in close proximity to the high-capacity transit service. New

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			developments are to provide pedestrian connections to facilitate walking to transit.
7.	Jim Howard 10/23/22, 10:45 a.m.	<ul style="list-style-type: none"> • Slow down on any changes to the TOD standards until a new community vision plan can be developed. The City of Redmond Overlake Village planning document provides a vision for new Overlake Village TOD located next to the new Sound Transit light rail station. • The City of Kenmore Downtown vision plan was prepared 20 years ago. This plan does not provide the vision needed to ensure a vibrant and pedestrian friendly, multimodal downtown. • Need new landscape codes and environmental BMP's be considered for the TOD as part of any new changes. 	<ul style="list-style-type: none"> • The City has envisioned TOD in this area since 2015. The proposed zoning standards are little changed from the original regulations. • Design standards address pedestrian-friendly development. • Critical area and shoreline rules were last updated in 2020, using best available science.
8.	Scott Inslee 10/18/22 public hearing	TOD will go all the way to Finn Hill. Not enough parking. This proposal is to expand the tax base.	<ul style="list-style-type: none"> • Not quite sure why the comment about Finn Hill (in Kirkland) is made. TOD is only proposed on the north side of SR-522 within about ¼-mile of the SR-522 transit corridor. • Expanding the tax base was not the motivation behind the proposal. The City's regional responsibilities as a "high-capacity transit community" were the impetus to making the TOD standards mandatory instead of optional.
9.	Alicia Kelly 10/18/22 public hearing	Don't put apartments at 17715 80 th Avenue NE. There are 600 new homes on 80 th —lots of traffic. Renters will have cars and use parking spots on the neighboring condo properties. There is no street parking. There are school bus stops on 80 th .	<ul style="list-style-type: none"> • The project of concern is being proposed under the existing TOD rules not the new regulations. Although a pre-application meeting for this development has been held, no permits have been applied for or issued. • People cannot park on others' private property.
10.	Dave Lange 10/10/22, 11:31 a.m. email	<ul style="list-style-type: none"> • The transit corridor is ripe for density in many people's minds. A common metric is a quarter mile off the corridor should be densified. For zoning, HWY522 is an arterial with transit stations not a transit corridor. Kenmore is only getting 3 stations for BRT and the expectation of suburban light rail won't add more stations. There has been no city efforts to densify the corridor between the stations. 	<ul style="list-style-type: none"> • Mapping shows that areas within ¼-mile of the transit stops include the TOD area under consideration. • The TOD standards are focused around the Kenmore Park and Ride. The extension of some standards to Downtown recognizes the stop at 68th Avenue NE. • No TOD is proposed west of Downtown.

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		<ul style="list-style-type: none"> • Kenmore should be building medium high density up to a quarter mile from the station areas with transitions back to residential for the second quarter mile and leaving the nonstation arterial alone. • Urban planners have no business reducing car garages on the transit corridor away from the stations. Those dwellings are going to need every car since they have few destinations in the pedshed. • Density along an arterial increases the crosswalks and signals at intersections because residents need to cross the road. • Please keep the building heights lower on the lake side of the street to increase views from the hillside of the street. The goal should be reducing driveways on Hwy522 and making sure left turns across traffic are accounted for. The normal designs for arterial density are back exits to sidestreets, but Hwy522 doesn't have those for the whole corridor. 	<ul style="list-style-type: none"> • The draft Transportation Element shows a future roadway east-west through the TOD area that would provide additional access. • Parking within ¼ mile of SR-522 is regulated by the State. • The TOD does not extend to the lake side of SR-522.
	10/18/22, 12:49 p.m. email	<ul style="list-style-type: none"> • From the middle station to the west station is about .7 miles. If you take a quarter mile toward the other station we have about a quarter mile with little penetration for TOD zoning. • Do not weaponize the existing service access/driveways on HWY 522 with more density sending cars turning into the bus lanes. The Transit Corridor should have depended on a sideroad a block away from HWY 522 as well as radi around the transit stations and sidewalks. Intersections would provide the crosswalks and turn lanes to access the sideroads and the back/side accesses for the new density. • Make sure the local fire departments have appropriate ladder trucks. • We have little research how the daily two hump commute has changed with work at home. • TOD is residential and the businesses and services to attract those from out of the area to come here. If you are considering towers of density near the transit stations consider more than the ground level as commercial. A second floor of professional offices is recommended. 	<ul style="list-style-type: none"> • The TOD does not extend all along SR-522, but only in the area near the Kenmore Park and Ride and Downtown. • As previously mentioned, an additional roadway east-west through the TOD area is proposed. • The Fire Department has confirmed that they have ladders that will access an 85' height. • Traffic impacts will be assessed through the State Environmental Policy Act review. However, the ability to develop TOD has been in place since 2015 so current traffic analyses include that possibility. • Commercial/retail/office uses are allowed in the Urban Corridor and Downtown Commercial zones. Smaller scale uses also would be permitted in the Urban Residential zone. • If TOD is not planned for, development may occur at a lower density that is not supportive of transit. Once buildings are built, they generally remain in place for

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		<ul style="list-style-type: none"> King County publishes daily trip research every couple of years. It shows distributed residents (Kenmore's R6?) use transit about 7% when you densify the residents (Shoreline South) we get about 11% transit adoption. Its clear the urbanist view of no cars is hardly the observable view that the wrong mode of travel is still the dominant mode. Until we can see enough business and services in the transit corridor to promote walkability, Single Occupant Cars are the appropriate design metric in Kenmore when BRT is a decade away and light rail or real mass transit is still questionable for the Transit Corridor. 	<p>many years. The new regulations plan for a future where transit provides alternatives to driving.</p> <ul style="list-style-type: none"> BRT is not a decade away, but is expected in 2026.
11.	Metro/Sound Transit , Mike Chargualaf, Interim Director of Capital Division, and Alex Krieg, Director of Access, Integration and Station Area Planning 10/18/22 letter	<p>Metro and Sound Transit support the City's desire to increase density in the zone, to realize affordable housing goals, while protecting environmentally sensitive areas. We encourage the city to embrace flexibility while still providing clear guidance and simplify the code where possible.</p> <p>Affordable Housing Concerned that the combination of the total number of units required at the depth of affordability sought is high and may limit or prevent housing production. Rather than a flat 25% inclusionary requirement, consider a tiered approach that would increase developers' choice such as:</p> <ul style="list-style-type: none"> 15% at 50% of AMI or below, or 20% at 60% of AMI or below, or 25% at 70% of AMI or below. <p>Parking Take a district level approach to parking management, to reduce excess supply cost for individual projects, while improving access and parking availability for existing and new projects across the zone. Include:</p> <ul style="list-style-type: none"> Comprehensive evaluation of the existing supply, and utilization of on- and off-street parking Establishing a District-wide maximum number of new parking spaces (based on a ratio of no more than 0.75 spaces per unit) 	<ul style="list-style-type: none"> Research by A Regional Coalition for Housing has determined that, with parking reductions, the 25% affordability level is feasible. A district level analysis of parking is not possible at this time given the project's schedule. The standalone parking provision is not designed to be flexible, but to ensure an attractive building with a pedestrian-friendly façade. The City does not use FAR to regulate building size. "Transportation" is a specific defined term and includes things like trucking companies or taxi services. In the Urban Corridor, Downtown Commercial, and Urban Residential zoning districts, the Park and Ride is considered a "Regional Land Use" and is permitted with review processes. In the Public/Semi-Public zone, "Standalone parking" is permitted with conditions as is "Regional Land Use" through a site plan review process. Drive-throughs are permitted in the Urban Corridor zoning district. Again, FAR is not used in the City so a bonus FAR is not possible.

		<ul style="list-style-type: none"> • Eliminating parking minimum requirements for individual uses and adding further flexibility for efficient shared use of existing and new off-street parking throughout the zoning district. • The standalone parking garage provision should be more flexible. For example: <i>"Where feasible, parking shall be integrated with mixed-use wrapped with active ground floor uses, or screened."</i> <p>Density Requirements Consider setting Floor Area Ratio (FAR) maximum density rather than dwelling unit per acre maximum density</p> <p>Use Allowances</p> <ul style="list-style-type: none"> • Ensure that transportation is a permitted use on the existing park and ride lot and adjacent properties. • Discourage uses that include provision for auto-oriented features (e.g., drive-thrus) in this zone. <p>Tree Retention Simplify the code provisions related to tree retention. To incentivize tree protection while supporting transit-oriented development, replace the option for a reduction in off-street parking requirements with an option to deliver "Bonus FAR," allowing additional housing and commercial development in the zone.</p>	
12.	Annie Matthews 10/18/22 public hearing	Can walk to store; takes buses to Seattle. Tall buildings will impact her as she works from home. There will be noise from construction; sun will be blocked. Parking reduction is unrealistic.	<ul style="list-style-type: none"> • The existing building height in the underlying multifamily zone is 60'. The current TOD rules allow up to 65'. The proposal is for buildings up to 85'. • The State has standards for parking reductions in the area within ¼-mile of a transit corridor.
13.	John Paul Mickle 10/18/22 public hearing	Not enough parking. All new development will exacerbate street parking. Projects for seniors also need parking. Need space for small businesses, not housing. 85' height limit will block views.	<ul style="list-style-type: none"> • The State has established parking minimums for areas within ¼-mile of a transit corridor, including senior housing projects. The City could establish parking requirements for staff and visitors of senior housing projects. • Parking adds to the cost of construction and increases impervious surface. Parking on the street, when street widths are adequate, makes use of existing impervious

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			<p>surface and allows for more greenspace and, potentially, more tree retention, on building lots.</p> <ul style="list-style-type: none"> • The zoning districts under consideration allow commercial uses. • Views to Lake Washington in the areas east of Downtown have not been identified.
14.	Elizabeth Mooney 10/18/22 public hearing	Citizens need time—slow down the process. Supports heron rookery protections. Wary of fee-in-lieu. Concerned that parking enforcement will be needed. Shouldn't put affordable housing in path of asphalt fumes.	<ul style="list-style-type: none"> • Comments noted. • The recommendations include standards for use of a fee-in-lieu that should mitigate concerns.
15.	Chris Olson 10/18/22 public hearing	Cost to construct a parking space is about \$60,000. If people want lots of parking, they could move elsewhere. Should emphasize mixed use. Wants more plazas, greenspaces, recovery of environmental areas. Shouldn't have to drive to the transit station. For transit to work, must have higher density.	<ul style="list-style-type: none"> • Parking does add to the cost of housing. • Commercial uses (mixed use) are permitted in the TOD area. • The goal of TOD is to place more residents within walking distance of transit so that driving can be reduced.
	10/18/22, 7:09 p.m. email	A comment proposes circular regions only 1/4 mile from transit stations should be TOD and states that this is not what's planned. I drew a quick map showing circles centered on the station, one with a radius of 1/4 mile and then another with a 1/2 mile radius. In addition, I drew a line offset 1/4 mile from 522 to show that everything within a 1/4 mile of 522 is well within the 1/2 mile max walk shed distance. In addition, comments state that decreasing speed through downtown and along 522 would be a mistake. I disagree, 522 is the most dangerous road in Kenmore, and changing safety and perceived safety along the road in Kenmore will have dramatically positive impacts on the city.	<ul style="list-style-type: none"> • Comments noted. The area under consideration is generally within ¼-mile of the transit stops.
16.	James Olson 10/18/22 public hearing	More parking encourages more people to drive and makes it dangerous to walk or bike. Kenmore can't remain unchanged.	<ul style="list-style-type: none"> • Comments noted.
17.	Kimberly Taylor 10/18/22 letter	I reside in the Transit Oriented Development area. I understand its purpose to revitalize the City's core by creating incentives and opportunities for a mix of jobs and residences, cultivating a respectful relationship among development within the	<ul style="list-style-type: none"> • The project of concern is being considered under the existing TOD rules that have been in place since 2015. A preapplication meeting has been held, but no application has been received or permits issued.

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		<p>district, the natural environment, nearby traditional neighborhoods and incentive to preserve significant tree groves where they exist. Themes from the Comprehensive Plan include environmental stewardship, enhancing the exceptional quality of life in residential neighborhoods, and a diversity of housing types that complement the neighborhoods in which they occupy.</p> <p>How is a proposed 6-story, 65 feet tall apartment building, 150 feet from Swamp Creek consistent with these values? Concerned about tree retention, blocking of daylight and sky view, roll-up metal garage door, parking, and compatibility?</p>	<p>Neighborhood concerns will be considered during the permitting process.</p> <ul style="list-style-type: none"> • Current multifamily rules (without the TOD overlay) allow building heights up to 60'. The existing TOD overlay rules allow building heights up to 65'. • The City's critical area and shoreline rules would apply to the project.
	10/18/22 public hearing	<p>Read Comprehensive Plan materials. Concerned about environmental protection, good neighborhoods, compatible building types. How does the proposed project fit with these goals? New building will tower over its tallest neighbor.</p>	<ul style="list-style-type: none"> • See comments above.
18.	<p>Stacey Valenzuela 10/18/22 public hearing</p>	<p>Support 25% affordable housing. Do not allow fee-in-lieu. Height may be too tall. Should have lower heights around Swamp Creek. Don't create the UR zone; keep previous TOD rules. May be a while before transit comes to Kenmore.</p>	<ul style="list-style-type: none"> • Comments noted. • The recommendations include standards for use of a fee-in-lieu that should mitigate concerns. • Height limits under current standards generally would allow a 55'-65' height limit, depending on the zoning district and whether the TOD overlay is used. • BRT is scheduled to arrive in Kenmore by 2026.

Transit-Oriented Development Public Hearing: October 18, 2022

Hello!

We are contacting you because your property is within an area that is being rezoned to support transit-oriented development (TOD). TOD is pedestrian-oriented commercial and residential development that is built at densities that support transit.

As Bus Rapid Transit (BRT) is coming to Kenmore along SR-522, TOD is proposed along the transit corridor. Taller buildings, higher densities, and reduced parking are recommended, along with a requirement that new development include some affordable housing.

Kenmore Public Hearing on Transit-Oriented Development Zoning Changes

When: Tuesday, October 18, 2022 at 7:00 p.m.

Where: Kenmore City Hall at 18120 68th Avenue NE

To learn more about the project, please contact Lauri Anderson, landerson@kenmorewa.gov, 425-984-6184 or visit the City's webpage:

www.kenmorewa.gov/TOD



**You're invited to attend the upcoming
Kenmore Public Hearing on Transit-Oriented
Development Zoning Changes:**

When:

Tuesday, October 18, 2022 at 7:00 p.m.

Where:

Kenmore City Hall
18120 68th Avenue NE

To learn more, visit:

www.kenmorewa.gov/TOD

or scan here with your phone:



City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028



OUR KIRKLAND NEIGHBOR
705 3RD ST
KIRKLAND WA 98033-5581

COMPREHENSIVE PLAN LANGUAGE RELATED TO TOD (Ordinance 22-0558)

VISION STATEMENT

Kenmore “embraces its role as a high-capacity transit community, supporting bus rapid transit and other transit options as part of the regional network”

FUTURE LAND USE

The future development pattern would show:

- **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 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.

LAND USE CLASSIFICATIONS

Purpose statements for the classifications in the area of the TOD read:

- **URBAN CORRIDOR:** East of downtown, portions of the district (nearest the transit center) would be an enterprise zone, allowing for a wide range of commercial uses, including bulk retail, as well as high-density multifamily development with affordable housing requirements. Farther to the east, near the city limits, office and multifamily uses are envisioned.
- **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.
- **DOWNTOWN COMMERCIAL:** The Downtown Commercial classification features a mix of private and public uses designed to create a pedestrian-friendly 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.
- **PUBLIC AND PRIVATE FACILITIES:** The purpose of the Public and Private Facilities classification is to identify and retain public and private lands primarily utilized for parks, recreation, schools, 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 surrounding the site subject to the provision of information by the institution about the need to convert to a different use.

POLICIES

Related policies include:

- Policy LU-2.1.3 High density residential classifications should be applied as follows:
 - a. Primarily located in or near the Downtown area and in the area of transit-oriented development near the Metro/Sound Transit Park and Ride;
- Policy LU-2.3.1 Through future planning efforts over the next twenty years, seek to achieve 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-2.3.8 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 classification east of 73rd Avenue NE, require inclusion of affordable housing in new residential or mixed use development.
- Policy LU-3.1.2 Continue plans for a mix of uses, providing housing and employment at densities that support high-capacity transit. *(Related to development of Downtown as a Countywide Growth Center)*
- Policy LU-3.1.6 Plan for a variety of housing types including affordable housing. *(Related to development of Downtown as a Countywide Growth Center)*
- Policy H-3.2.1 Develop mixed-use, higher density districts in Downtown Kenmore, meeting community goals to develop community identity, provide vital business and service opportunities, concentrate higher density housing close to high-capacity transit, and provide multi-modal transportation services and connections to those services.
- Policy H-3.2.2 When higher densities are applied to residential and mixed use development in the Downtown, include requirements for the provision of affordable housing.
- Policy H-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.

- Policy H-4.2.6 As part of any rezone that increases residential capacity, consider requiring that a portion of the new units be affordable to extremely low-, very low- or low-income households.

IMPLEMENTATION STRATEGIES

New regulations should address:

- Transit-oriented development density increases and revised standards in the area near the Metro/Sound Transit Park and Ride.

New rules are needed for:

- Downtown densities in conformance with Countywide Growth Center criteria.



Memorandum

Date: November 23, 2022

To: City Council

From: Rob Karlinsey, City Manager
Debbie Bent, Community Development Director
Lauri Anderson, Principal Planner

Regarding: Approach to the Transit-Oriented Development (TOD) Code Amendments

During your November 21 TOD discussion with the Planning Commission, you emphasized the importance to Kenmore of protecting and restoring Swamp Creek. Supporting TOD also is important to Kenmore in its new regional role as a High-Capacity Transit Community and potential Countywide Growth Center.

To advance the TOD amendments while acknowledging the need for more focus on the health of Swamp Creek, staff recommends the following:

1. The City will conduct a channel restoration assessment of Swamp Creek that will determine where channel restoration would provide the most ecological benefit.
2. Based on this assessment, staff will create a priority list of channel restoration sections and identify new projects to be added to the Comprehensive Plan Capital Facilities Plan.
3. Using the priority list as a guide, and in keeping with the updated Capital Facilities Plan, staff will allocate funding to purchase and secure restoration easements to be used when properties redevelop in the future. For example, the City would pay a sum of money to a property owner for the City to have the right to expand the Swamp Creek buffer beyond what critical area and shoreline regulations require when the property redevelops in the future. Potential funding sources for the easement acquisitions could include capital-restricted revenues and grants.

Regarding the package of proposed TOD regulations, staff recommends that the Council on November 28 consider two options:

1. Direct staff to prepare an ordinance for Council approval in January that implements the TOD regulations and boundaries as recommended by the Planning Commission with any Council-directed changes to height, parking, affordability, etc., OR
2. Direct staff to “carve out” a geographic area near Swamp Creek that would continue under the interim TOD regulations and, in January or February, bring back an ordinance to adopt the rest of the TOD regulations as proposed by the Planning Commission (again, with any Council-directed changes to height, parking, affordability, etc.).

As part of this second approach, Council should direct staff to study potential options for the carve out that would incentivize or further facilitate Swamp Creek channel restoration.

Staff recommends that the Council continue to extend the interim regulations for the carve out until new regulations for the carve out are adopted.

Parcel
011410-0889

Parcel
011410-0881

Parcel
011410-0870

Parcel
086650-0000

Parcel
670540-0000

Parcel
182260-0000

Parcel
011410-0885

Parcel
011410-0841

Parcel
011410-0843

Parcel
011410-0865

Parcel
011410-0860

Parcel
011410-0850

Parcel
011410-0855

80TH AVE NE

NE Bothell Way

TOD Area with Preliminary Swamp Creek Buffer

Parcels

Impacted TOD Parcels

Swamp Creek (TOD Area)

Estimated OHWM

150' Buffer

<p>Subject/Topic:</p> <p>King County Regional Homelessness Authority Interlocal Agreement</p> <p>Proposed Council Action/Motion: Approval of Contract No. 22-C2872 an Interlocal Agreement (ILA) with King County Regional Homelessness Authority and five cities to combine regional funding for homelessness services in the North King County sub-region</p>	<p>For Council Meeting Agenda of: November 28, 2022</p> <p>Department: City Manager's Office</p> <p>Prepared by: Garrett Oppenheim, Assistant to the City Manager</p> <p>Approved by Department Head: <u>Initial & Date</u> SLL, 11/17/22</p> <p>Approved by City Attorney:</p> <p>Approved by Finance Director:</p> <p>Approved by City Manager: RK, 11/18/22</p> <p>Attachments: North King County – KCRHA Agreement for Homeless Services</p>
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cities can provide resources to the KCRHA which will then administer a single contract with the provider on behalf of all five cities.

The ILA is written in such a way as to require and encourage continual cooperation and collaborative efforts among the member cities in the North King County Sub-Region to ensure that we make funding and policy decisions that result in the best outcomes for those experiencing homelessness in our area.

Key Components of ILA

- Defines the terms related to the services to be provided by the KCRHA to customers in the jurisdictional boundaries of the partner cities
- Sets the terms of each partner city's funding and/or other resources in exchange for such services
- Initial four-year term ending December 31, 2026
- Requirements for documentation, proper and detailed records, and annual reporting from KCRHA
- Ability for cities to withdraw from the agreement by giving notice prior to September 30, 2024 for the first budget cycle and by September 30 for subsequent years with an effective date of withdrawal no earlier than December 31 of that same year, with any unused funds going back to the partner city
- Ensures consistent funding and support from all cities, in a phased approach that aligns with all cities' biennial budget cycles
- For the 2025-26 budget, cities will contribute a minimum of \$1.20 per capita with the option to contribute more

RECOMMENDED ACTION: Authorize the City Manager to execute the Interlocal Agreement with the KCRHA to provide services in our sub-region, approving our participation in the pooled fund effort and collaborative work for homeless services.

FISCAL IMPACT: None. Kenmore historically spends more than \$1.20 per capita on homelessness services. For the 2021-22 biennial budget, the City Council authorized over \$32,000 in spending on homelessness services. For the 2023-24 biennial budget, human services funding for homelessness services approved as part of the consent agenda at the October 10, 2022 totals \$38,000. At a per capita rate of \$1.20 and with a current population around 24,000 people, Kenmore would be responsible for \$28,800 in funding to KCRHA. The population of Kenmore would have to grow to over 31,500 by the 2025-26 biennium for the commitment of resources to exceed the \$38,000 figure being spent in the upcoming biennium.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #3: Diversity, Equity, Inclusion, and Accessibility and Goal #7: Enhance Public Safety

AGREEMENT FOR HOMELESS SERVICES

THIS AGREEMENT FOR HOMELESS SERVICES (this “Agreement”) is effective as of January 1, 2023 (the “Effective Date”) and is among the Cities of _____, _____ and _____, Washington, each a municipal corporation (each, a “Partner City” and together “Partner Cities”), and the KING COUNTY REGIONAL HOMELESSNESS AUTHORITY (the “Authority”), an independent governmental administrative agency formed pursuant to RCW 39.34.030(3). The Partner Cities and the Authority are referred to herein individually as a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Authority was formed pursuant to the Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority (the “Authority Interlocal Agreement”) by The City of Seattle and King County as an independent governmental agency pursuant to chapter 39.34 RCW in order to coordinate the provision of services within an equitable operational framework to individuals and families experiencing homelessness or at imminent risk of experiencing homelessness in King County; and

WHEREAS, homelessness is a regional crisis requiring local governments, nonprofits, partners and stakeholders to work together through cooperative action; and

WHEREAS, pursuant to the Interlocal Agreement, the Authority may enter into contracts with one or more Subscribing Agencies (as defined in the Interlocal Agreement) for the provision of Homeless Services (as defined in the Interlocal Agreement) subject to the conditions set forth therein; and

WHEREAS, the Parties now desire to coordinate efforts to address homelessness in the north King County sub-region where the Partner Cities are located pursuant to the terms of this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement, a copy of which is attached hereto as Exhibit C:

“*Agreement*” means this Agreement between the Partner Cities and the Authority for Homeless Services to be provided by the Authority, as it may be amended from time to time.

“Authority” means the King County Regional Homelessness Authority formed by The City of Seattle and King County as a separate governmental administrative agency pursuant to the Interlocal Agreement and RCW 39.34.030(3).

“Customers” means individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

“Effective Date” means the date this Agreement becomes effective between the Parties, which is identified above.

“Homeless Services” or **“Services”** means shelters, day centers, hygiene facilities, housing, and related services to assist Customers to be provided by the Authority under the terms of this Agreement, as set forth in Exhibit A.

“Initial Term” means the initial four year term of this Agreement, as identified in Article II, Section 2.

“Interlocal Agreement” means the agreement between The City of Seattle and King County establishing the King County Regional Homelessness Authority, dated December 16, 2019, as it may be amended from time to time, and incorporated herein as Exhibit C.

“North King County Sub-Region” consists of the cities of Shoreline, Lake Forest Park, Kenmore, Bothell, Woodinville, the jurisdictional boundaries of any Partner City added to this Agreement, and adjacent unincorporated areas of King County.

“RCW” means the Revised Code of Washington.

“Resources” means those funds, in kind services or other consideration provided by an entity, including a Partner City, to support the operation of the Authority or the provision of Homeless Services. The Resources to be provided by each Partner City under the term of this Agreement as consideration for the Services to be delivered hereunder are included in Exhibit B.

“State” means the State of Washington.

ARTICLE II PURPOSE; TERM

Section 1. Purpose. The purpose of this Agreement is to set forth the terms related to the Services to be provided by the Authority to customers in the jurisdictional boundaries of the Partner Cities, and the terms and conditions of each Partner City’s funding and/or other Resources in exchange for such Services.

Section 2. Term. This Agreement shall begin on the Effective Date and end four years from the Effective Date (December 31, 2026) (the “Initial Term”), unless terminated earlier

or extended as provided herein. After the Initial Term, this Agreement shall automatically renew each December 31 for one-year extensions, unless terminated earlier or extended as provided herein.

ARTICLE III AUTHORITY RESPONSIBILITIES

Section 1. Authority’s Responsibilities. Subject to the terms of this Agreement, the Authority hereby agrees to operate a unified, regional homelessness response system and to provide Services to, or on behalf of the, the Partner Cities in support of its mission to significantly decrease homelessness throughout King County pursuant to the Interlocal Agreement. The Services to be provided by the Authority to, or on behalf of, the Partner Cities to customers under the term of this Agreement are more fully described in Exhibit A (the “Services”) and may be modified by the Parties hereto from time to time to reflect then-current levels of Resources.

Section 2. Notice Affecting Performance. The Authority shall promptly notify the Partner Cities in writing of any matters that could adversely affect the Authority’s ability or eligibility to continue to perform services under this Agreement.

ARTICLE IV PARTNER CITY RESPONSIBILITIES

Section 1. Consideration and Resources. In consideration of the Authority’s commitment to provide Services under this Agreement, each Partner City agrees to provide the Resources to the Authority. Such Resources shall be as set forth in Exhibit B attached hereto. Exhibit B may be updated from time to time to reflect updated Resources to be provided under this Agreement.

Section 2. Requirements Applicable to Funds. The Resources granted to the Authority under this Agreement may consist of a combination of Partner City, State, local and/or federal funding, and the Authority agrees to comply with the requirements applicable to each source of funds.

ARTICLE V DOCUMENTATION OF COSTS; RECORDS; REPORTING

Section 1. Documentation of Costs. The Authority shall document all costs incurred in providing Services under this Agreement with properly executed payrolls, time records, invoices, vouchers, records of service delivery, or other official documentation evidencing in sufficient detail the nature and reasonableness of such costs. All payroll and financial records pertaining to any third-party contracts funded by a Partner City shall be clearly identified and readily accessible for review by the Partner City.

Section 2. Maintenance of Records. The Authority shall maintain accounts and records, including personnel, property, financial, and programmatic records, records of the Services provided under this Agreement, and other such records deemed necessary by the Partner Cities to ensure proper accounting for all Partner City funds, to ensure and compliance with this Agreement. Such records shall be retained as required by the Preservation and Destruction of Public Records Act, chapter 40.14 RCW, for a period of at least six years from the expiration of the Term of this Agreement; provided, however, that for any records and documents that are the subject of audit findings, those records shall be maintained for either (a) six years following expiration of this Agreement or (b) until the audit findings are resolved, whichever is longer.

Section 3. Reporting. During the term of this Agreement, the Authority shall provide an annual report to each Partner City (which shall include a presentation to the Partner City's city council and, upon request, a written report from the Authority). Such report shall include information and data specific to the North King County Sub-Region from _____ ("HMIS"), north King County planning activities of the Authority and partner agencies, and progress on funding administration and outcomes. Additional reporting and city council briefings are available by request.

ARTICLE VI COMPLIANCE WITH LAW

Section 1. General Requirement. The Parties hereto shall comply with all applicable laws of the United States, the State, and the Partner Cities; and the Interlocal Agreement, when carrying out the terms of this Agreement.

Section 2. Inventory and Property. Any property, equipment and furnishings for the operations of the Authority shall be acquired by the Authority as provided by law, including any applicable federal laws. If a Partner City furnishes property, equipment or furnishings for the Authority's use, title to the same shall remain with the Partner City unless that property, equipment or furnishings is acquired by the Authority.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. To the maximum extent permitted by law, each Party shall hold harmless, defend, and indemnify the other Parties, their elected officials, officers, employees, agents, and volunteers from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) that result from or arise out of the negligent or intentional acts or omissions of such indemnifying Party, its elected officials, officers, employees, agents, contractors and volunteers in connection with or incidental to the performance or non-performance of such Party's services, duties, and obligations under this Agreement.

In the event that the negligent or intentional acts or omissions of the officials, officers, agents, employees, and/or volunteers of two or more Parties in connection with or incidental to the performance or non-performance of the such Party's respective services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, each such Party shall be liable for its proportionate concurrent actions or omissions in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

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

Each Party waives, as to each other only, their immunity from suit under Washington's Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide each other with a full and complete indemnity from any claims made by the other Party's employees. This waiver of immunity was mutually negotiated by the Parties hereto.

Section 2. Mandatory Disclaimer. The Authority is an independent governmental agency created pursuant to an Interlocal Agreement between King County and the City of Seattle pursuant to RCW 39.34.030. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

Section 3. Insurance. The Authority and each Partner City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance. Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

ARTICLE VIII WITHDRAWAL AND TERMINATION

Section 1. Withdrawal. Any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30, 2024 to the Authority and the other Parties. The effective date of any withdrawal shall be no earlier than December 31, 2024. Thereafter, any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30 in any year to the Authority and the other Parties. The effective date of any such withdrawal shall be no earlier than December 31 in the same calendar year.

Section 2. Suspension, Modification and Termination. This Agreement may be terminated in accordance with this Section.

- a. Loss of Funding. In the event any federal, State or local funds allocated to or by

a Partner City for Services contracted for under this Agreement are or become unavailable, the Partner City will suspend without recourse the Authority's obligation to render the related Services under this Agreement and the Partner City's obligation to pay for such Services, by providing 90 days prior written notice to the Authority as provided herein, specifying the effective period of such suspension, or by modifying the applicable Exhibits to this Agreement to reflect such loss of funding and corresponding modification to Services to be provided.

b. Termination of Interlocal Agreement. In the event The City of Seattle and King County elect to terminate the Interlocal Agreement, this Agreement shall terminate as of the date of termination of the Interlocal Agreement. Upon notification of intent to terminate, the Authority will notify the Parties of termination of this agreement within 10 days.

Section 2. Effect of Termination, Expiration or Withdrawal.

a. Return of Unused Funds. Upon termination or expiration of this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to each Partner City. Upon withdrawal of a Partner City to this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to such Partner City. Costs incurred by the Authority for provision of Services prior to the date of termination, expiration or withdrawal shall be considered used funds for purposes of this subsection.

b. Coordination of Contracts. Upon termination, expiration or withdrawal of this Agreement, all existing contracts funded with Partner City funds pursuant to this Agreement shall be either assigned to the Partner City or terminated, to be determined by the applicable Partner City in its sole discretion. The Authority shall include in all contracts for Homeless Services under this Agreement terms that are in accord with this section, including but not limited to the ability to assign such contracts to the Partner City. No more than 60 days after notice of termination of the Interlocal Agreement between The City of Seattle and King County, the Authority shall provide each Partner City with a current list of contracts funded by the Partner City, together with the total contract value, the contract term, the source of funding for each such contract, and any additional information requested by the Partner City. The Parties shall work together and, to the extent necessary, in consultation with King County to coordinate the assignment and termination of all such contracts on or prior to termination of this Agreement.

c. Notification to Contract Holders. Upon notice of termination, expiration or withdrawal, the Authority shall promptly notify the Contract Holders of such termination, expiration or withdrawal, and of the intended assignment of the Contract Holder's contract to the Partner City or intended contract termination date.

ARTICLE IX MISCELLANEOUS

Section 1. Notice to the Parties. Any formal notice or communication required to be given under this Agreement shall be deemed properly given if delivered either by physical or

electronic means (to email addresses designated by the Parties from time to time), or if mailed postage prepaid and addressed to:

If to [_____]:

[Notice Address]

If to [_____]:

[Notice Address]

If to the Authority:

King County Regional Homelessness Authority
Attn: Marc Dones
400 Yesler Way, Ste. 600
Seattle, Washington 98004
Email: marc@kcrha.org

Each Party may update its notice information by providing written notice to the other Party.

Section 2. Representatives. The individuals listed above are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Parties.

Section 3. Amendments to Agreement. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and executed by duly authorized agents of each Party. The Parties acknowledge that amendments to this Agreement may be necessary to ensure the provision of services by the Authority aligns with the principles set forth in the Interlocal Agreement.

Section 4. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State. Venue for any action brought under this Agreement shall be in the Superior Court for King County.

Section 5. Contractual Relationship. The relationship of the Authority to the Partner Cities shall be that of an independent contractor, and the Authority agrees that no employee of the Authority shall be deemed or claimed to be an employee of the Partner Cities for any purpose. This Agreement does not authorize the Authority to act as agent or legal representative of any Partner City for any purpose whatsoever. The Authority is not granted any

express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of a Partner City or to bind a Partner City in any manner whatsoever.

This Agreement is to facilitate the provision of Services. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

Section 6. Integration. This Agreement, together with all Exhibits hereto, contains all of the terms and conditions agreed upon by the Parties relating to the subject matter of this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

Section 7. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Section 8. No Third-Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

Section 9. Waiver. No covenant, term, or condition or breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Neither the acceptance by a Partner City of any performance by the Authority after the time the same shall have become due nor payment to the Authority shall constitute a waiver by the Partner City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the Partner City in writing.

Section 10. Assignment. This Agreement may not be transferred or assigned by the Parties without the prior written consent of the other Parties, which may be withheld in such Party's sole discretion.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and together such counterparts will constitute one and the same instrument.

Section 12. Negotiated Agreement. The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship of this Agreement.

Section 13. Conflict with Interlocal Agreement. In the event of a conflict between this Agreement and the Interlocal Agreement, the terms of the Interlocal Agreement shall prevail.

Section 14. Additional Parties. Municipalities, local governments and public agencies within the region in which the other Parties are located may become a Party to this Agreement on execution of an addendum or amendment to this Agreement; provided, however, such new Party shall provide Resources to the Authority as consideration for the Services to be delivered hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A SERVICES

As the single regional entity responsible for coordinating the homelessness response within King County, the Authority shall seek to significantly decrease the incidence of homelessness throughout King County in accordance with the guiding principles established by Article IV, Section 3 of the Interlocal Agreement. To achieve this mission, the Authority shall support, create, and implement solutions to homelessness in the boundaries of the Partner Cities by providing leadership, advocacy, planning and management of program funding.

Services to be provided by the Authority to the Partner Cities shall include:

- For the 2023-24 budget cycle, the funding awards made by Partner Cities' respective city councils will be honored and maintained in amounts as described in Exhibit B; beginning January 1, 2023, the Authority shall be responsible for the administration and oversight of the applicable service contract. The Partner City shall take such steps as necessary to assign such responsibility to the Authority.
- For the following years, funding decisions will be made by the Authority in alignment with sub-regional planning activities to ensure residents in all Partner Cities have access to homelessness services if needed.
- All funding contributed by Partner Cities pursuant to this Agreement shall be distributed by the Authority for the provision of Services. The Authority shall not retain any portion of those funds as fee for administering its responsibilities under this Agreement.
- Allowable expenditures
 - In furtherance of maintaining investment in the North King County Sub-Region, all dollars pooled within the North King County Sub-Region under the terms of this Agreement shall only be utilized for Services provided at a physical location within the North King County sub-region or have been determined to be a program acceptable to the Partner Cities that is serving North King County Sub-region residents.

EXHIBIT B

FUNDING AND PAYMENT/RESOURCES

The Partner Cities agree to provide Resources to the Authority in exchange for Homeless Services under the terms of this Agreement. Throughout this Agreement, the contribution amount will be determined as described below. Each Partner City shall include its respective contribution in its budget for consideration by its city council for approval.

For the 2023 - 2024 budget cycle:

- Partner Cities that have historically funded homelessness response organizations and have issued requests for proposals for this budget cycle will maintain their investment amount.
- Partner Cities that have historically not funded homelessness response organizations shall allocate funding based on the average per-capita investment (calculated as a rate of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's Population of Cities, Towns, and Counties Used for Allocation of Selected State Revenue) from the Partner Cities that have funded homelessness response.

For 2025 - 2026 budget cycle:

- Each Partner City shall provide a funding allocation reserved for the Authority at a rate of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's Population of Cities, Towns, and Counties Used for Allocation of Selected State Revenue with opportunity for its city council to allocate additional funding to the Authority.
- The Authority will provide a funding contribution recommendation informed by HMIS data and sub-regional planning efforts to make informed recommendations based on needs of north King County residents.

This Agreement does not preclude any Partner City from allocating funding for homeless services separate and apart from this Agreement. If a Partner City decides to allocate such funding, the Partner City shall first consult with the Authority so as to align the provision of these services with the Authority's North King County Sub-Region planning. Provided, that the allocation of funding is at the sole discretion of the Partner City and the Authority's consent or agreement is not required before an allocation may be made.

EXHIBIT C
INTERLOCAL AGREEMENT

North King County ILA with King County Regional Homelessness Authority

Presented by Garrett Oppenheim, Assistant to the City Manager

Why a Regional Authority?

- Pooled funding for homelessness response through the Regional Authority is designed to improve
 - Transparency
 - Efficiency
 - Accountability
- KCRHA's management of pooled resources will lead to a cohesive regionwide response to homelessness that should be more effective than individual cities acting on their own.

ILA Highlights

- For the 2023-24 biennium, Kenmore will transfer management of its contracts with homelessness service providers to the RHA to manage.
- For the 2025-26 biennium, Kenmore will contribute a minimum of \$1.20 per capita to the Authority to contract for homelessness services.
- Funds provided by North King County cities must be spent on programs located in the cities or determined to be serving residents of the five cities.
- All funds will be distributed to providers, none kept by KCRHA.
- Cities can withdraw by September 30, 2024, effective December 31.
- Cities remain free to operate homelessness response programs outside the purview of KCRHA, like for instance our ARPA homelessness response pilot.

Current Homelessness Spending vs. ILA-Required Spending

- In the 2023-24 biennium budget, City Council approved the following grants to homelessness service providers:
 - \$30,000 to Mary's Place
 - \$5,000 to Lake City Partners Ending Homelessness
 - \$3,000 to Hopelink's Housing program

- \$38,000 total (approximately **\$1.52 per capita**)*
- In the 2025-26 biennium, the City of Kenmore may contribute \$1.20 per capita as required by the ILA or a higher figure as it did for the upcoming biennium. It may also contribute \$1.20 per capita to the RHA and make other grants as it chooses to make up the per capita difference.

*Assuming population of 25,000



City Of Kenmore, Washington

Memorandum

To: Rob Karlinsey, City Manager

From: Rita Moreno, Recreation Coordinator

Date: November 15, 2022

Subject: Summary of 2022 Recreation Programming

At the November 28 City Council meeting, staff will give a brief presentation highlighting 2022 Summer Recreation Programming. Some highlights from this summer include collaborations with community partners, Council approved pilot swim program in partnership with the Northshore YMCA, and hand powered watercraft rentals at Log Boom Park.

In 2022 we had over 800 youth and adults participate in our recreation programs. For the first time ever, this summer we offered 10 weeks of free summer camp for low-income youth at Kenmore Elementary and Wallace Swamp Creek Park. Each week-long camp included free daily meals and the following activities:

- STEM activities
- weekly swimming
- field trips

This summer youth camp was funded by a \$244,903 grant from the WRPA and AWC . The grant gave Kenmore families in need the opportunity to attend camp with full scholarships. We had 450 kids participate in this camp.

The Kenmore City Council also approved a pilot youth swim program for \$10,000 in partnership with the Northshore YMCA. To date this program has awarded \$2,822.15 to 20 youth swimmers. We plan to report back to the City Council in February 2023 to give an update on the pilot program and to see if there is interest in offering this swim program in the spring of 2023.

We also welcomed back Skate Like A Girl. They offered 3 weeks of camp at Jack Crawford Skate Court next to City Hall and awarded 3 full scholarships to participants from Mary's Place.

It was another great summer for Skyhawks. They offered 15 weeks of camp at Rhododendron Park and had 312 participants over the summer. Both Skyhawks and Skate Like A Girl would like to increase programming for summer 2023. We are currently working with new and existing vendors to see what we can offer in Kenmore for Spring and Summer 2023 and hope to expand to year-round recreation.

WhatsUp Paddle & Surf is our concessionaire at Log Boom Park. This summer they provided hand powered watercraft rentals (e.g. stand up paddle boards, kayaks) and they also partnered with KCRC to provide a Water Sport Camp. The community was excited to have WhatsUp back at Log Boom providing rentals and they have been a great partner to the city. We are also excited to welcome KWAC back to operate at TI'-awh-aw-dees

Park, following completion of park improvements next spring. The new contract is currently under staff review and will be presented to council in January 2023. Page 354 of 355

Kenmore Community Rowing Club has had over 1,300 athlete hours this summer and they offered many opportunities to get out on the water. KCRC partnered with WhatsSup to offer a Youth Water Sports Camp for 7th – 9th graders. They also offered intro to rowing for high school students. KCRC has continued to offer adult programming with Learn to Row, Experienced Rowing, and Land Training programs.

Some partners offer free programming (e.g., YMCA free summer lunch program) and others require a fee for participation (e.g., Skyhawks Camp). For-profit providers pay the City a portion of their revenue. For-profit providers paid the City the following amounts this year:

- WhastSUP, \$11,897
- Skyhawks, \$3,500 (estimated 2022 total based on 2021—will get the full amount soon)
- Skate Like a Girl, \$560.00

The City does not directly provide recreation programming; instead, the City finds and contracts with partners who offer recreation programs at City parks. This partnership model is a much more cost-effective way to provide recreation programming than the much more expensive model of having an in-house recreation department with full time staff to run the programs (which would require a substantial subsidy with city tax revenues).

We also continue to seek other partners to ensure a range of recreation opportunities is provided for all residents.

We're looking forward to lots of fun and growth-filled recreation programs in 2023:

- Skyhawks summer camps: 15 camps over the summer plus an additional 4 camps for fall
- Skate Like a Girl workshops: 5 camps July - August
- WhatsSUP paddle concession and Log Boom Park: Memorial Day through Labor Day
- Kenmore Nonprofit Public Waterfront Activities Center paddling programs at TI' awha dis Park: Year-round starting in May
- Kenmore Nonprofit Public Rowing at the Kenmore Boathouse: Year-round
- Youth Swim Program at YMCA: Spring and Fall

Attachment 1: Recreation by the numbers graphic



Recreation by the numbers

Love where you live!

- 800 youth and adults participated in recreation in Kenmore this summer.
- \$15,000+ received from our recreation partners in concession fees in 2022.
- 2 new recreation programs provided in partnership with the Northshore YMCA and a grant from AWC provided free registration registration to Kenmore families that otherwise would not be able to participate.

We look forward to providing more Recreation opportunities in 2023 and hope to continue building relationships with community partners and increasing community input on programming.

YMCA CAMP

10 weeks of FREE summer camp at Kenmore Elementary

450 kids

- Independence and Exploration
- Social-Emotional Skills
- Healthy Living Mindset
- Connection with Nature

WHATSSUP

August 2022-
November 2022
concession fees to
the city:

\$11,896

SKATE LIKE A GIRL

3 weeks of camp at Jack
Crawford Skate Park

59 kids

- 3 free spots were given to participants from Mary's Place

SKYHAWKS

15 weeks of camps offered at
Rhododendron Park

312 kids

- Soccer
- Basketball
- Golf
- Multi-sport camp

