City of Kenmore

City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
REVISED City Council Regular Meeting Agenda
7:00 p.m., Monday, January 12, 2015
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

If you have any questions or to confirm agenda items prior to the meeting, or if you require special accommodations, please call the City Clerk at 425-398-8900. You may also stop by City Hall at 18120 68th Avenue NE, Kenmore. Council agendas are also available on our website at www.kenmorewa.gov.

I. CALL REGULAR MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PROCLAMATION

A. Kenmore Community Club 90th Birthday Proclamation
Proclamation

VI. CITIZEN COMMENTS

A. This is an opportunity to express your views on issues that are important to you and to the community. Please limit your comments to three (3) minutes.

VII. CONSENT AGENDA

A. Adopt Minutes for the December 8, 2014 and December 15, 2014 City Council Meetings
Draft 12 08 2014 Minutes
Draft 12 15 2014 Minutes

B. Approve Check Nos. 31226 - 31307 Totaling $690,709.83 and Electronically Transferred Payroll Funds in the Amount of $68,816.03 for the Period Ending December 19, 2014
Checks for Approval

VIII. BUSINESS AGENDA

A. Integra Franchise Agreement Presentation, Ordinance No. 15-0394 - Jennifer Gordon, Public Works Operations Manager
Agenda Bill & Attachments

B. Planning Commission Interviews (Executive Suite Conference Room)

C. Appoint Planning Commission Members

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCILMEMBER INITIATIVES

XII. ADJOURNMENT

Upcoming Meetings:

Tues., January 20, 2015 7:00 p.m. Regular Council Meeting (holiday schedule)
Mon., January 26, 2015 7:00 p.m. Regular Council Meeting
Tues., January 27, 2015 7:00 p.m. Special Planning Commission Meeting

City of Kenmore
Proclamation

Kenmore Community Club 90th Birthday

WHEREAS, the Kenmore Community Club was organized in 1925 to address the needs of the growing community and has been a vital organization serving the community for 90 years; and

WHEREAS, among the Kenmore Community Club's first goals were to establish a polling district, improved telephone service, and widening of the highway from Lake Forest Park to Bothell; and

WHEREAS, meeting attendance in the early 30s ranged from 50 to 75 people and and at one time or another included nearly everyone in the community, young and old; and

WHEREAS, the Kenmore Community Clubhouse was constructed in 1929-1930 and has been an integral part of Kenmore's past and present by providing a gathering place not only for the Community Club but for other nonprofit and community organizations, including Cub Scout, Sea Scout, Boy Scout and Girl Scout troops and the Kenmore Eagles; and

WHEREAS, in 2014 the clubhouse was designated a landmark by the Kenmore Landmarks Commission recognizing its significance as a community gathering place over the decades,

NOW, THEREFORE, BE IT RESOLVED that the Kenmore City Council does hereby congratulate the Kenmore Community Club on the occasion of its 90th birthday.

IN WITNESS WHEREOF, signed this 12th day of January, 2015.

Signed:

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David Baker, Mayor

Attested:

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Patty Safrin, City Clerk

City of Kenmore, Washington
City Council Regular Meeting
Minutes
December 8, 2014

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor David Baker at 7:01 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Allan Van Ness and Councilmembers Brent Smith, Laurie Sperry, Milton Curtis, Nigel Herbig and Stacey Denuski

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Engineering & Environmental Services Director; Debbie Bent, Community Development Director; Bryan Hampson, Development Services Director; Lauri Anderson, Senior Planner; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

CITIZEN COMMENTS

Jack Bunnell, 6428 NE 182nd Street, Kenmore, was present to thank the City for improving crosswalks and to state his concern regarding asphalt plant fumes.

Patrick O'Brien, 6330 NE 181st Street, Kenmore, was present to state his concerns regarding asphalt plant fumes, crosswalks, and possible groundwater contamination at the Post Office and former Shell station sites.

Ann Hurst, 6302 NE 151st Street, Kenmore, was present to state her concern regarding asphalt plant fumes. She also expressed her view regarding proposed height requirements in the proposed Waterfront Commercial Zone.

Dennis Mendrey, 6410 NE 182nd Street, Kenmore, was present to wish the City Council a good holiday and to comment on development agreements.

Carl Michelman, 5727 NE 197th Street, Kenmore, was present to state that the networking at the recent Kenmore Business Alliance Open House was great, and that it probably would not have been so successful without the business registration program. He suggested a property in Kenmore that he would like to see the City purchase and turn into a park.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

<u>Councilmember Sperry moved to approve the consent agenda as submitted. Mayor Baker seconded the motion to Approve Check Nos. 31054 - 31138 in the Amount of $1,009,679.50 and Electronically Transferred Payroll Funds Totaling $67,536.72 and Payroll Check No. 6947 in the Amount of $261.96 for the Period Ending November 21, 2014; Approve Three Appointments to the Kenmore Library Advisory Board and Three Alternates; Approve Contract No. 13-C1214 Supplement No. 3 with HDR in the Amount of $1,603,568 for SR 522 Construction Management Services; and Approve Contract No. 14-C1324 Amendment No. 2 with Hewitt Architects for Landscape Architect Services. The motion passed unanimously</u>.

PUBLIC HEARING

Public Hearing Regarding Height Requirements in the Proposed Waterfront Commercial Zone – Debbie Bent, Community Development Director, and Lauri Anderson, Senior Planner, were present to give a brief report and PowerPoint presentation. They were also available to answer any questions.

Director Bent gave an overview of the Council's discussions and deliberations thus far on the height requirements in the proposed Waterfront Commercial zone. She detailed the notices that were given to the community regarding tonight's meeting. Lauri Anderson gave a PowerPoint presentation and stated that the proposed zone encompasses three properties. She detailed the current regulations and the four alternatives that the City Council is considering. She also provided some additional information regarding setbacks and the requirements for properties on the south side of SR 522.

Mayor Baker opened the public hearing to receive public testimony on this issue at 7:28 p.m.

The following citizens spoke:

Bob Greene, 6250 NE 182nd Street, Kenmore, was present to support the Planning Commission's original recommendation to the Council.

Chet Ricketts, 6288 NE 182nd Street, Kenmore, was present to support the Planning Commission's original recommendation to the Council.

Jack Bunnell, 6428 NE 182nd Street, Kenmore, was present to support the Planning Commission's original recommendation to the Council.

Tom Hermann, 6244 NE 182nd Street, Kenmore, was present, as a resident who owns lake view property, to support the needs of the businesses located in the proposed zone by not restricting the heights as much as the Planning Commission recommended. He also does not support the additional setback requirement.

Mark Demaram, 145 Third Avenue S, Edmonds, was present to state his support for the lower height requirements.

Patrick O'Brien, 6330 NE 181st Street, Kenmore, was present to state his concern about cleanup of groundwater contamination. In addition he would like to see the south side of SR 522 for businesses only, no residential. He suggested that Council consider 50% view corridors in some areas and new heights being coordinated with established use.

Kent Sturgis, 18821 64th Avenue NE, Kenmore, was present to state that he has a strong interest in preserving views of the lake and supports the Planning Commission, but has some concerns about fairness and consistency.

Dennis Mendrey, 6410 NE 182nd Street, Kenmore, was present to speak about the Planning Commission's considerations in making their recommendation. He also suggested that the City share the cost of attorney fees for development agreements.

Jim Davidson, 23227 49th Avenue SE, Kenmore, was present as one of the owners of the Northlake Marina. He pointed out that, in another zone, one of the best views of the lake has higher height restrictions of 55'. He commented on what a height restriction at the Marina of 45'–50' would look like and how it would affect the business in a positive way.

Carl Michelman, 5727 NE 197th Street, Kenmore, was present, as a Kenmore citizen and local businessman, to support the Planning Commission's original recommendation to the Council.

Douglas Nugent, 18023 62nd Avenue NE, Kenmore, was present as a Planning Commission member to state his opinion that the Planning Commission's recommendation is the only one that will protect the views of Lake Washington.

Doug Levy, 15619 62nd Place NE, Kenmore, was present to state that this is a decision which will affect citizens for generations to come and once the structures are built, they cannot be made smaller. A development agreement option gives these businesses something to work with the City on, so he supports the Planning Commission's recommendation.

Arlene Cruce, 19214 90th Avenue NE, Bothell, was present as a commercial property owner of the Cozy Inn Tavern on the north side of SR 522. She stated that they could lose half of the view from their deck, and so are in favor of the Planning Commission's recommendation. She submitted a handout to Council.

Todd Banks, 6321 NE 175th Street, Kenmore, was present as owner of Kenmore Air to state that he views the Planning Commission's recommendation to downgrade their property as being in direct conflict with the stated goals of the City for economic development. He also stated that he was shocked not to have ever been a part of the Planning Commission's discussions. He would like the Council to support them with a 45' height limit.

Masso Salmassi, 6190 NE 187th Place, Kenmore, was present to state that he has a very nice view which is disappearing, and he supports the Planning Commission's recommendation.

There were no other citizens wishing to testify at this time. Mayor Baker stated that at staff's recommendation he will leave the public hearing open.

BUSINESS AGENDA

Provide Direction to Staff on the Preferred Approach to Height Requirements in the Proposed Waterfront Commercial Zone – Debbie Bent, Community Development Director, and Lauri Anderson, Senior Planner, were present to answer any additional questions.

Councilmember Curtis moved to accept the Planning Commission's recommendation. Councilmember Smith seconded the motion. The motion failed 3-4, with Councilmembers Denuski and Sperry, Deputy Mayor Allan Van Ness, and Mayor Baker voting no.

Councilmember Smith moved to accept the option for 40' height limits with no additional setbacks required. Councilmember Curtis seconded the motion. The motion passed 5-2, with Deputy Mayor Van Ness and Mayor Baker voting no.

This motion gives direction to staff for what to include in preparing Ordinance No. 14-0391 for approval.

Adopt Ordinance No. 14-0387, Approving the 2015-2020 Capital Improvement Program (CIP) for Surface Water, Parks, and Transportation – Joanne Gregory, Finance & Administration Director, was present to give a brief overview of the CIP and the resources needed to complete the recommended projects. She noted that at least one of the projects may depend on grant funding for completion. City Manager Karlinsey stated that the CIP is a living document, and may be amended to accommodate grants for other projects, such as sidewalks. They were also available to answer any questions.

Councilmember Van Ness moved to Adopt Ordinance No. 14-0387, Approving the 2015-2020 Capital Improvement Program (CIP) for Surface Water, Parks, and Transportation. Councilmember Curtis seconded the motion. The motion passed 7-0.

Adopt Ordinance No. 14-0389, Adopting a Biennial Budget for the Period January 1, 2015 through December 31, 2016, Establishing Appropriations of Funds for the 2015-2016 Biennium – Joanne Gregory, Finance & Administration Director, was present to give a brief report. She noted that the budget begins at the City Council retreat in January, where the Council identifies their priorities. She spoke briefly about the priority-based budgeting process. She detailed the milestones in the presentation of the budget to the Council and the public, which inform the final budget development. She reviewed the emphases of the proposed 2015-2016 Biennial Budget. She was also available to answer any questions.

Councilmember Curtis moved to Adopt Ordinance No. 14-0389, Adopting a Biennial Budget for the Period January 1, 2015 through December 31, 2016, Establishing Appropriations of Funds for the 2015-2016 Biennium. Councilmember Denuski seconded the motion. The motion passed 7-0.

STAFF REPORT

City Manager Karlinsey stated that the priority-based budgeting was a lot of work in a very compressed time frame, and he thanked the staff for their hard work. He briefly discussed the upcoming issue of development agreements, which is currently on the agenda for December 15,

2014. He noted that if Council wishes to change the development agreement ordinance, he would recommend considering the ordinance in January instead. He stated that, in his experience, a developer usually does not go ahead with a development agreement unless they have an idea that the City supports it, in which case the City should pay for their own attorney's fees. However, it could also be left as is, and the City would have the option to waive the attorney fee requirement at the time of negotiating an agreement.

It was Council consensus to leave the development agreement ordinance language as currently written and consider it on the December 15th.

Karlinsey stated that the City will be present at the Sound Transit meeting on December 18th.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Smith stated that he wants to be assured that the negotiations between State Parks and a potential developer for the Seminary building will produce a reasonable public benefit, since the development will impact the park**.**

City Attorney Kaseguma cautioned Councilmembers to avoid making any statements in favor of or against the development of the Seminary building outside their discussions and deliberations in open City Council meetings. He stated that this does not apply to City staff.

Councilmember Laurie Sperry stated that the recent City newsletter was one of the best ever. She stated that she attended the tree lighting ceremony and was amazed at how well-attended and great it was.

Councilmember Herbig thanked staff for all their hard work and long hours this year.

Deputy Mayor Van Ness echoed the compliments to staff and also thought that the Christmas tree lighting ceremony was amazing.

ADJOURNMENT

The Public Hearing was not continued.

Mayor Baker adjourned the regular meeting at 9:14 p.m.

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David Baker, Mayor

ATTEST:

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Patty Safrin, City Clerk

City of Kenmore, Washington
City Council Regular Meeting
Minutes
December 15, 2014

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor David Baker at 7:00 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Allan Van Ness and Councilmembers Brent Smith, Laurie Sperry, Milton Curtis, Nigel Herbig and Stacey Denuski

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Engineering & Environmental Services Director; Debbie Bent, Community Development Director; Andrew Bauer, Associate Planner; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

CITIZEN COMMENTS

Dennis Mendrey, 6410 NE 182nd Street, Kenmore, was present to state that he supports the Planning Commission's height restriction recommendations and that he would like to get Regional Business zone status for his business property.

Carl Michelman, 18023 62nd Avenue NE, Kenmore, was present to state that granting Mr. Mendrey's property a Regional Business zone status would open up a can of worms.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

<u>**Councilmember Curtis moved to approve the consent agenda as submitted. Councilmember Van Ness seconded the motion to Adopt the Minutes for the November 17 and November 24, 2014 City Council Meetings; Approve Check Nos. 31139 - 31225 Totaling $361,818.31 and Electronically Transferred Payroll Funds in the Amount of $67,448.24 and Payroll Check No. 6988 in the Amount of $451.52 for the Period Ending December 5, 2015; Receive and File October 2014 Financial Report for the City of Kenmore, Washington; Adopt Resolution No. 14-251 Granting Final Plat Approval for Kimberly Place; Approve Amendment No. 4 to Contract No. 09-C780 with Alcalde & Fay for Federal Government Relations Services; Approve Amendment No. 4 to Contract No. 09-C816 with Gordon Thomas Honeywell for Government Relations Services ; Approve Amendment No. 4 to Contract No. 10-C891 with Sussman/Prejza & Company, Inc. for**</u>

Wayfinding Signage and Banner Design; Approve Amendment No. 1 to Contract No. 14-C1322 with Corey Hansen, Business Incubator Consultant; Approve Amendment No. 4 to Contract No. 11-C971 with Allison + Partners (formerly Frause Full Spectrum Communication) for Media Relations & Marketing Services; Approve Contract No. 14-C1329, Log Boom Park Hand-Powered Watercraft Concession with Holmes-It, LLC, dba WhatsSUP Stand Up Paddle & Surf; and Authorize City Manager to Approve Contract No. 14-C1352, State Department of Commerce Projects for Jobs & Economic Development Grant for the Kenmore Town Green Project. The motion passed unanimously.

BUSINESS AGENDA & PUBLIC HEARING

2014 Docket Amendments: Adopt Ordinance No. 14-0393 Amending the Comprehensive Plan and Land Use Plan Map and Adopt Ordinance No. 14-0391 Amending the Zoning Code and Site Plan Review Requirement and Zoning Maps - Debbie Bent, Community Development Director was present to state that the Council has before them this evening two ordinances which would adopt the 2014 Docket work program items. She noted that the ordinances also include Council's most recent direction on height in the Waterfront Commercial zone. She was also available to answer any questions.

Councilmember Denuski moved to Adopt Ordinance No. 14-0393 Amending the Comprehensive Plan and Land Use Plan Map. Councilmember Smith seconded the motion. The motion passed 7-0.

Councilmember Herbig moved to Adopt Ordinance No. 14-0391 Amending the Zoning Code and Site Plan Review Requirement and Zoning Maps. Councilmember Curtis seconded the motion. The motion passed 7-0.

PUBLIC HEARING to Receive Public Testimony on Proposed Amendments to Kenmore Municipal Code (KMC) Chapter 18.110, Development Agreements, and Consideration of Proposed Ordinance No. 14-0392 - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner, were present to give a brief report on the proposed ordinance. Director Bent stated that the amendment being considered is essentially to allow the development agreement tool to be used in all nonresidential zones. Senior Planner Anderson provided some slides giving the background on development agreements and the process involved with them. She noted that public benefits must be provided in exchange for development agreement concessions and that some standards cannot be modified. They were also available to answer any questions.

Mayor Baker opened the public hearing to receive public testimony on this issue at 7:15 p.m.

The following citizens spoke:

Dennis Mendrey, 6410 NE 182nd Street, Kenmore, was present to state that he is no longer in favor of development agreements for community businesses.

Craig Mahany, 6501 Lake Washington Boulevard NE, Apt. C, Kirkland, was present to state that he is in favor of the proposed amendments.

Colin Radford, 3662 Fairweather Lane, Medina, was present to state that he is in favor of the proposed amendments on behalf of Kenmore Lakeview, LLC.

Carl Michelman, 18023 62nd Avenue NE, Kenmore, was present to state that the development agreement is a very good idea and he supports it for Kenmore.

As there was no further testimony, Mayor Baker closed the public hearing at 7:23 p.m.

Adopt Ordinance No. 14-0392 to Amend Kenmore Municipal Code (KMC) Chapter 18.110, Development Agreements - Debbie Bent, Community Development Director,and Lauri Anderson, Senior Planner, were present to answer any additional questions.

Councilmember Smith moved to Adopt Ordinance No. 14-0392 to Amend Kenmore Municipal Code (KMC) Chapter 18.110, Development Agreements with the understanding that staff come back by the first week of February with another amendment requiring a supermajority vote for all development agreements. Mayor Baker seconded the motion. The motion failed 0-7.

Councilmember Smith moved to have staff come back by the first week of February with another ordinance requiring a supermajority vote for all development agreements, regardless of whether or not Ordinance No. 14-0392 passes. Councilmember Herbig seconded the motion. The motion passed 6-1, with Councilmember Sperry voting no.

Councilmember Curtis moved to Adopt Ordinance No. 14-0392 to Amend Kenmore Municipal Code (KMC) Chapter 18.110, Development Agreements. Councilmember Smith seconded the motion. The motion passed 7-0.

Adopt Ordinance No. 14-0390, 2013-2014 Biennial Budget Amendment - Joanne Gregory, Finance & Administration Director, was present to state that the budget amendment being considered is in preparation for the closeout of the 2013-2014 Biennial Budget and is the fourth budget amendment that has been proposed during this biennium. She detailed the recommended amendments to the Street Fund, Swamp Creek Basin Fund, Park Impact Fee Fund, Park Capital Fund, Strategic Opportunities Fund, and the Equipment Replacement Fund. She stated that no amendments are proposed for the General Fund, as it is expected that it will close several hundred thousand dollars under budget. She was also available to answer any questions.

Deputy Mayor Van Ness moved to Adopt Ordinance No. 14-0390, 2013-2014 Biennial Budget Amendment. Councilmember Curtis seconded the motion. The motion passed 7-0.

Approve Amendment No. 4 to Contract No. 10-C862, Extending the Contract Term for Prosecution Services with the Law Office of Sarah Roberts - Rob Karlinsey, City Manager with Chief Sether and Prosecutor Sarah Roberts were present to give a brief background of the City's prosecution services. City Manager Karlinsey stated that Sarah Roberts has over 21 years of experience as a prosecuting attorney, and that she serves other cities as well. Her contract expires at the end of 2014 and staff is recommending that it be extended for an additional year with the ability for two additional one-year extensions. He noted that Attorney Roberts also employs a domestic violence advocate who provides assistance to domestic violence victims. They were also available to answer any questions.

Councilmember Curtis moved to Approve Amendment No. 4 to Contract No. 10-C862, Extending the Contract Term for Prosecution Services with the Law Office of Sarah Roberts. Mayor Baker seconded the motion. The motion passed 6-1, with Councilmember Herbig voting no.

Approve Amendment No. 3 to Contract No. 06-C537, Extending the Contract Term for Public Defender Services with Stewart MacNichols Harmell, Inc. - Rob Karlinsey, City Manager with Chief Sether and Ken Harmell, Attorney, were present to state that the public defender contract, also a part of the City's court services, will also expire at the end of this year. Staff is recommending extending that contract for an additional one year. They were also available to answer any questions. City Attorney Rod Kaseguma stated that State law requires that the City adopt standards for public defense services. The preparation of standards was delayed pending analysis of the impact and implications of relevant reports and case law. The City anticipates presenting a draft of City standards for public defense in the Spring of 2015.

Deputy Mayor Van Ness moved to Approve Amendment No. 3 to Contract No. 06-C537, Extending the Contract Term for Public Defender Services with Stewart MacNichols Harmell, Inc.. Councilmember Sperry seconded the motion. The motion passed 7-0.

Approve Amendment No. 3 to Contract No. 12-C1014, City Manager's Employment Agreement - Rod Kaseguma, City Attorney, was present to give a brief report on the status of the City Manager's employment agreement. He stated that the current amendment would grant Karlinsey a merit increase of 5% effective January 2015, based upon work plan items that the City Council developed at the beginning of 2014 and progress made toward the City Council's goals. He was also available to answer any questions.

Deputy Mayor Van Ness moved to Approve Amendment No. 3 to Contract No. 12-C1014, City Manager's Employment Agreement. Councilmember Sperry seconded the motion. The motion passed 7-0.

STAFF REPORT

Update on Planning Commission Vacancy Recruitment and 2015 Comprehensive Plan Update - Debbie Bent, Community Development Director, was present to give a brief report. She stated that there are three Planning Commission terms expiring at the end of this year. The City is currently accepting applications until December 9th. She provided a progress report on the Planning Commission's work on the 2015 Comprehensive Plan update. She was also available to answer any questions.

Request for Council Direction on Inglemoor High School Orchestra & Wind Ensemble Request – Rob Karlinsey, City Manager, was present to state that a few weeks ago the Inglemoor High School music boosters fundraising chairperson, Sarah Hayashi, requested $5,000 from the City's Public Art Fund to help fund a trip to Carnegie Hall and Lincoln Center in April 2015 for the orchestra and wind ensemble. He was also available to answer any questions.

Councilmember Curtis moved to pay the Inglemoor High School music boosters $2,500 for the Inglemoor High School Orchestra and Wind Ensemble to provide a public concert in

the City sometime in 2015. Mayor Baker seconded the motion. The motion failed, 3-4, with Deputy Mayor Van Ness and Councilmembers Smith, Sperry and Denuski voting no.

Councilmember Smith moved to pay the Inglemoor High School music boosters $1,500 for the Inglemoor High School Orchestra and Wind Ensemble to provide a public concert in the City sometime in 2015. Mayor Baker seconded the motion. The motion passed 7-0.

City Manager Karlinsey wished everyone a great Christmas and a wonderful New Year.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Denuski thanked everyone who helped out with the Kenmore Elementary Secret Santa program this year and stated that they have helped 100 children to have a Christmas.

Deputy Mayor Van Ness and Councilmembers Smith, Sperry, Curtis and Herbig wished everyone happy holidays.

Mayor Baker stated that the Sound Cities Association (SCA) voted recently to lobby the State to remove the 1% property tax limit. He noted that there was a reception for the Kenmore Waterfront Activities Center board of directors on Saturday, for which there was a good turnout. The City presented a plaque thanking the board for what they have brought to Kenmore. Coach Pete Carroll was also recognized with a plaque for being instrumental in finding the Twedt property and getting things started. He stated that City Manager Karlinsey provided a really great slide show for the occasion. He wished everyone a Merry Christmas.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 8:56 p.m.

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David Baker, Mayor

ATTEST:

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Patty Safrin, City Clerk

City of Kenmore
Voucher Certification and Approval

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 and that the following claims, paid by checks 31226-31307 which total $690,709.83, and electronically transferred payroll funds totalling $68,816.03, are just, due and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.

City Manager — 12/19/2014
Date

Finance Director — 12/19/14
Date

Check #	Vendor Name	Description	Check Amount
31226	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	8,341.52
31227	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
31228	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,817.81
31229	DRS 457	Deferred Comp Payroll Deduction	840.00
31230	CITY OF KENMORE FS	Flexible Spending Medical Plans	232.15
31231	BANK OF AMERICA 941	Payroll Taxes	14,849.09
31232	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	12,622.37
31233	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
31234	BAKER, DAVID	12/3-12/16 Mileage Reimbursement	136.08
31235	BANNER BANK	Wellness Event Supplies	9.86
31236	CONSOLIDATED PRESS	8 Page Newsletter	2,969.79
31237	CROWN PRODUCTS LLC	Dog Waste Disposal Bags	817.04
31238	FRUHLING SAND & TOPSOIL	Asphalt Debris Disposal	50.00
31239	CALPORTLAND COMPANY	Sand & Material for Squires Landing Path	1,142.92
31240	GRAY & OSBORNE, INC	10/12-11/8 Professional Svcs/Trib 0057	988.72
31241	HOME DEPOT CREDIT SERVICES	Public Works Equipment	223.04
31242	INSLEE, BEST, DOEZIE & RYDER, P.S.	October & November Legal Services	42,921.52
31243	KING COUNTY FINANCE W.L.R.D.	2nd 1/2 2014 ILA Debt Service Payment	2,264.11
31244	KING COUNTY FINANCE	3rd Qtr 2014 Liquor Excise Tax	1,147.24
31245	KING COUNTY FINANCE	Nov. Road Services/Overlay/Bridge/Signals	394,864.59
31246	KING COUNTY FINANCE	Nov. Adult/Juvenile Detention CWP Program	6,820.00
31247	SOUND PUBLISHING, INC.	November Advertising Fees	1,498.11
31248	KING COUNTY OFFICE OF FINANCE	Nov Public Defense Indigency Screening	897.64
31249	KUSTOM SIGNALS, INC.	Police Dept. Radar Batteries	285.99
31250	LIGHTHOUSE CONSULTING INC	November IT Services	3,907.73
31251	MORGAN SOUND INC	Sound for Tree Lighting Event	552.43

31252	MR. T'S TROPHIES	Bldg Inspector Coat Embroidery/Volunteer Caps	224.20
31253	NEOPOST NORTHWEST	Postage Machine Supplies	274.82
31254	NORTHSHORE FIRE DEPT	November Fire Marshal Plan Review	280.00
31255	NORTHSHORE UTILITY DIST	Water/Sewer/Irrigation Charges	6,656.34
31256	NORTHSHORE UTILITY DIST	November Vehicle Maintenance & Fuel	4,803.04
31257	HONEY BUCKET	11/30-12/29 Squire's Landing Rental	220.15
31258	OFFICE DEPOT	Breakroom/Office Supplies	694.23
31259	PACIFIC TOPSOILS	Vegetaion Disposal/Log Boom & Rhod. Parks	1,925.57
31260	PETTY CASH CUSTODIAN	Replenish Petty Cash Fund	413.80
31261	PUGET SOUND ENERGY	10/31-12/2 Street Lights/Electricity/Gas/Signals	13,155.26
31262	SEATTLE TIMES	11/21-12/12 Legal Notices	988.70
31263	TOTAL LANDSCAPE CORP	December Parks & City Hall Landscaping	5,703.41
31264	WA STATE CONSOLIDATED TECH SVCS	November ListServ	175.00
31265	WA STATE DEPT OF TRANSPORTATION	Traffic Signal Maintenance	1,462.91
31266	COLUMBIA RIDGE LANDFILL	November Street Sweeper Dump Fees	1,632.70
31267	SEES TREES AND EXCAVATION INC	61st Ave. Fence Repair	558.45
31268	VAN NESS, ALLAN	11/14-11/23 Expense Reimbursement	91.66
31269	SNOHOMISH COUNTY	November Vactor Disposal Charges	1,268.00
31270	KONICA MINOLTA BUSINESS SOLUTIONS	November Business Incubator Copier	418.64
31271	KD CANOPY	Canopies for Events	1,560.00
31272	HDR	13-C1214 9/28-11/1 SR522 West A Design/ROW	27,507.99
31273	BANNER BANK JG	Volunteer Background Checks	20.00
31274	TOPIA TECHNOLOGY/ BIS	Website Hosting	200.00
31275	EVER-MARK, LLC	Targe Zero Shirts	234.67
31276	BANNER BANK JGORDON	Removable Bollards for Parks/Supplies	1,292.80
31277	OfficeMax Workplace Interiors	2nd Floor Furniture & Installation	28,327.64
31278	COMCAST	12/14-1/13 City Hall Cable/Internet	134.08
31279	TOWN CENTER HARDWARE	Facility Maintenance Supplies/Parks	151.67
31280	HORIZON DISTRIBUTORS INC	Irrigation Repair Parts	157.61
31281	INTEGRA TELECOM	12/8-1/7 City Hall Phone Service	778.96
31282	PHSI PURE WATER FINANCE	Incubator Monthly Filtered Water Charge	50.31
31283	FAZZARI MARKETING	Target Zero Table Cloth	298.39
31284	INDEPENDENT STATIONERS	Office Supplies	247.17
31285	MILLER STEPHENS, MARY	November Public Defense Svcs @ SCORE Facility	1,250.00
31286	RONGERUDE, JOHN	December Confilct Defender Services	600.00
31287	PERTEET INC.	9/29-10/26 Prof. On Call Engineering Services	9,387.44
31288	VERIZON WIRELESS	11/27-12/26 Cell Phone Charges	975.79
31289	WASHINGTON STATE PATROL	October West Sammamish Bridge Enforcement	2,536.68
31290	WAGE WORKS	November Administrative Fee	50.00
31291	KENMORE COMMERCIAL LLC	Monthly Lease Payment	3,281.00
31292	INNOVAC	12/4/14 Vactor Svcs/Potholing	396.67
31293	WINTERBOURNE LANDSCAPE	4th Qtr Green Roof Maintenance	542.03
31294	D.R. HORTON	Cash Deposit Release Rec. #20409	7,500.00
31295	UTILITIES UNDERGROUND LOCATION CTR	November Locate Services	89.01
31296	FASTSIGNS	Tree Lighting Signs	35.04
31297	BLACKLINE, INC.	Balance on Invoice/ Retainage Release	2,295.56
31298	FLEMINGS HOLIDAY LIGHTING LLC	City Hall Holiday Lights	545.31
31299	V2WORKS	Target Zero Logo Design	820.00
31300	CUNNINGHAM, ED	Beaver Relocation/ December Service	1,000.00

31301	WA ASSOC OF PUBLIC RECORDS OFFICERS	Membership for Nancy Meehan	25.00
31302	SCORE	November Inmate Housing/Services	52,080.00
31303	CENTER FOR PRIORITY BASED BUDGETING	PBB October Presentation	2,483.38
31304	COLORSPACE CREATIVE LLC	December Newsletter	600.00
31305	C.B.A. PRODUCTIONS	Radio Spot Promoting Safety	199.00
31306	ANDERSON, T.S.	Refund Rental Deposit FRR2014-069	250.00
31307	WAGGONER, RYAN	PA/ Entertainment for Tree Lighting Event	100.00
12/12/2014	PAYROLL	Direct Deposit	68,816.03
			$ 759,525.86

2014	PRIOR VENDOR ACTIVITY		TOTAL FOR 2014
	314 PIE		7.00
	6270 BOTHELL WAY LLC		10,000.00
	A+ CONFERENCING		71.98
	A-1 LANDSCAPING & CONSTRUCTION, INC		863,289.54
	AA ASPHALTING, INC		17,426.93
	AA PARTY RENTALS		1,683.78
	AAA FLAG & BANNER MFG. CO., INC.		5,389.84
	ACADEMI TRAINING CENTER, LLC		800.00
	ACF WEST INC		863.99
	ACTION ENTERTAINMENT		790.00
	ADVANCE TESTING & SERVICE INC		540.00
	AFLAC		5,634.97
	ALCALDE & FAY		55,777.05
	ALLISON & PARTNERS		7,827.50
	ALLPLAY SYSTEMS LLC		664.45
	ALPHAGRAPHICS US718		998.35
	AMERICAN GENERAL		4,751.26
	AMERICAN PLANNING ASSOCIATION		1,990.00
	AMERICAN PUBLIC WORKS ASSOCIATION		780.00
	ANDERSON, LAURI		142.38
	ARTS OF KENMORE		200.00
	ASAP APPLIANCE REPAIR		334.85
	ASP, DANIEL		437.50
	ASSOCIATION OF WA CITIES		17,456.62
	AURORA RENTS		2,339.56
	AVCA HARDWARE		4,730.08
	AWC EMPLOYEE BENEFITS		430,341.70
	BADGLEY'S LANDSCAPE LLC		3,941.75
	BAKER, DAVID		2,385.39
	BANK OF AMERICA 941		350,662.18
	BANNER BANK		2,956.22
	BANNER BANK	BAKER	17,192.15
	BANNER BANK	BH	4,960.78
	BANNER BANK	CS	4,817.61
	BANNER BANK	DB	1,372.42
	BANNER BANK	JG	8,036.32
	BANNER BANK	JGORDON	13,199.80
	BANNER BANK	KENMORE	24,149.76
	BANNER BANK	LD	8,806.38
	BANNER BANK	NO	9,225.94
	BANNER BANK	PS	1,675.03
	BANNER BANK	ROGERS	2,536.68
	BANNER BANK	VAN NESS	7,486.40
	BASTYR UNIVERSITY		50,200.00
	BAUER, ANDREW		807.07
	BAYE ENTERPRISES, INC.		833.30
	BEARCOM		170.82
	BEEGEE TOLPA		700.00
	BENT, DEBORAH A		169.52
	BETHANY BIBLE CHURCH		35,850.00

BINW	1,138.63
BIOBAG AMERICAS INC.	710.83
BLACKBAUD	5,464.24
BRABEC, MARY	3,500.00
BRIEN, GAYLYNN	550.00
BUENA VISTA SERVICES, INC.	4,950.00
BUILDERS EXCHANGE OF WASHINGTON INC	45.70
BULGER SAFE & LOCK, INC.	704.47
CALPORTLAND COMPANY	1,024.65
CAMPOS APPRAISALS, INC.	3,200.00
CANTEEN REFRESHMENT SERVICES	3,240.08
CAPITAL ONE COMMERCIAL/ COSTCO	264.70
CASCADE PEST CONTROL	1,992.90
CEMEX	3,070.01
CENTER FOR HUMAN SERVICES	18,750.00
CENTER FOR PRIORITY BASED BUDGETING	26,000.00
CHARLENE COLLINS FREEMAN	50.00
CHICAGO TITLE	10,000.00
CITY OF BELLEVUE	159,903.66
CITY OF KENMORE	988,899.41
CITY OF KENMORE FS	5,339.45
CITY OF KENT	500.00
CITY OF LAKE FOREST PARK	786,571.26
CITY OF SHORELINE	1,775.15
CITYWORKS/ AZTECA SYSTEMS INC.	9,995.00
CLARITY SIGNS	650.10
CLK CONSTRUCTION LLC	3,171.48
CLOWNS UNLIMITED, INC.	711.75
COASTAL WEAR PRODUCTS INC	2,713.42
COASTWIDE LABORATORIES	5,769.62
CODE PUBLISHING COMPANY	350.00
COLORSPACE CREATIVE LLC	560.00
COLUMBIA BANK	13,725.10
COLUMBIA RIDGE LANDFILL	6,569.14
COMCAST	3,541.50
COMPUCOM	11,993.37
CONSOLIDATED PRESS	10,404.97
CONTECH ENGINEERED SOLUTIONS, INC	2,999.42
CONTOUR FENCE CO. INC.	3,801.85
COUGAR MOUNTAIN ZOO	550.00
CPS CONSTRUCTION LLC	4,000.00
CROWN PRODUCTS LLC	811.32
CUES	250.00
CULLEY, AMBERLY	4,000.00
CUNNINGHAM, ED	250.00
CURTIS, DR. MILTON	317.76
DACO ENTERPRISES	2,975.00
DAILY JOURNAL OF COMMERCE	3,117.00
DANSOUND INC	6,817.50
DAY WIRELESS SYSTEMS	229.32
DENUSKI, STACEY	1,281.23
DEPARTMENT OF ECOLOGY	26,383.24

DEPARTMENT OF LABOR AND INDUSTRIES	26,852.92
DEPARTMENT OF NATURAL RESOURCES	500.00
DEPARTMENT OF RETIREMENT SYSTEMS	290,611.07
DEVELOPMENTAL RESOURCES, INC.	350.00
DEVRIES, DENIS	239.68
DIGITAL REPROGRAPHICS SERVICES INC.	463.27
DORIA, JOSEPH	1,000.00
DRS 457	19,060.00
DURRANT, JEFF	167.75
DWAYNE LANE'S	24,259.73
EJ USA, INC.	2,579.03
EMERALD FIRE LLC	303.32
EMERGENCY SERVICE COORDINATING AGCY	48,964.00
ENTERTAINMENT FIREWORKS INC	17,000.00
ENVIROCERT INTERNATIONAL, INC.	100.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	7,675.95
ESTATE OF HARRY S. CHRISTIAN	5,350.00
EVERGREEN FIRE AND SAFETY, INC.	122.91
EVERGREEN PRINT SOLUTIONS	1,194.61
EVERGREEN SAFETY COUNCIL	199.00
EVER-MARK, LLC	1,256.81
FABULOUS CLEANERS	16.42
FASTSIGNS	759.89
FAZZARI MARKETING	6,155.35
FEDEX OFFICE	120.72
FERGUSON ENTERPRISES INC #1539	3,783.15
FIRE PROTECTION, INC	5,278.18
FIRST AMERICAN TITLE	11,182.20
FIRST CHURCH OF CHRIST, SCIENTIST	250.00
FITZGERALD, ELLIOTT	150.00
FLEMINGS HOLIDAY LIGHTING LLC	3,742.40
FRAUSE	15,412.27
FRONTIER	10,926.49
FRUHLING SAND & TOPSOIL	3,624.91
FUN WAY TO GO, LLC	360.00
G & H PRINTING	461.83
GEOENGINEERS INC	13,195.50
GIPSON FOOD COMPANY, LLC	360.00
GLOCK PROFESSIONAL, INC	390.00
GOBBLE EXPRESS	91.00
GOODSELL POWER EQUIPMENT #2 INC.	26.21
GORDON THOMAS HONEYWELL	36,563.06
GOVDELIVERY, INC.	12,300.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GOVERNMENTAL ACCT STANDARDS BOARD	225.00
GRAINGER	231.37
GRAY & OSBORNE, INC	17,363.42
GREATER BOTHELL CHAMBER OF COMMERCE	725.00
GREGORY, JOANNE	358.11
GSC PRODUCTION	300.00
HANSEN, COREY	12,000.00

HAPA WORLD MUSIC, LLC	2,250.00
HARRIS COMPUTER SYSTEMS	7,105.83
HARRIS, LESLIE	2,759.60
HDR	707,849.42
HENLEY USA, LLC	7,500.00
HERBIG, NIGEL	578.82
HERO HOUSE	1,050.00
HESTON VISUAL ARTS	1,078.30
HEWITT	27,642.85
HIGHWIRE	5,439.96
HOFFMAN, GAYLE	1,500.00
HOME COURT ADVANTAGE INC.	1,368.75
HOME DEPOT CREDIT SERVICES	1,813.58
HONEY BUCKET	2,135.20
HOPELINK	45,750.00
HOPKINS, CRAIG	351.68
HORIZON DISTRIBUTORS INC	429.50
HOUGH BECK & BAIRD INC	13,512.50
HP'S SMOKEHOUSE BBQ	154.00
HWA GEOSCIENCES INC.	900.00
ICMA RETIREMENT TRUST 457 - 304745	66,959.63
iCOMPASS TECHNOLOGIES, INC.	8,400.00
INDEPENDENT STATIONERS	2,439.93
INGALLINAS BOX LUNCH	60.63
INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
INNOVAC	29,288.21
INSLEE, BEST, DOEZIE & RYDER, P.S.	249,715.06
INTEGRA TELECOM	8,782.38
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,375.49
INTERNATIONAL INST OF MUNI CLERKS	210.00
iWORQ SYSTEMS	1,000.00
JACOBS ENGINEERING GROUP	126,872.18
JAYMARC - AV	410.63
JB TECHNOLOGY, INC	714.29
JET CITY PRINTING	2,285.76
JOHN E. REID & ASSOCIATES	1,500.00
JOYCE ZIKER PARKINSON	23,646.50
KAMINS CONSTRUCTION	307,687.41
KARLINSEY, ROB	1,021.33
KCDA PURCHASING COOP	95,358.31
KEEP POSTED INC	278.00
KENMORE COMMERCIAL LLC	36,091.00
KENMORE ELEMENTARY PTA	8,000.00
KENMORE HERITAGE SOCIETY	200.00
KENMORE HOLDINGS, LLC	6,950.00
KENMORE INVESTMENT PROPERTIES, LLC	33,700.00
KENMORE JR. HIGH BAND BOOSTERS	60.00
KENMORE LAKEVIEW, LLC	2,500.00
KENMORE SENIOR CENTER	700.00
KING COUNTY ANIMAL SVCS	4,015.00
KING COUNTY DISTRICT COURT	94,353.00
KING COUNTY FINANCE	1,262,099.87

KING COUNTY FINANCE W.L.R.D.	61,460.70
KING COUNTY FINANCE/ GIS	744.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	1,186.91
KING COUNTY RADIO COMM SERVICES	1,087.80
KING COUNTY REAL ESTATE SVCS	51,700.00
KING COUNTY RECORDER'S OFFICE	784.00
KING COUNTY SHERIFF	2,614,880.08
KING COUNTY SUPERIOR COURT CLERK	576,800.00
KING COUNTY TREASURY	33,246.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KINGMAN, ASHLEY	2,000.00
KOMPAN, INC	976.96
KONICA MINOLTA BUSINESS SOLUTIONS	2,104.58
KUSTOM SIGNALS, INC.	9,260.26
LACONNER CHANNEL LODGE	194.00
LANGUAGE LINE SERVICES, INC.	182.22
LAW SEMINARS INTERNATIONAL	930.00
LEE, BRETT	56.94
LENNAR NORTHWEST, INC.	7,500.00
LIGHTHOUSE CONSULTING INC	41,510.15
LINCOLN NATIONAL LIFE INSURANCE	1,549.27
LOYUK, SAMANTHA	72.24
LUM, GREG	168.00
LYONS, LIZANNE & HAMMOND, JAMES	2,531.26
MACDONALD MILLER FACILITY SOLUTIONS	8,786.92
MAIL FINANCE	3,404.59
MAIN STREET PROPERTY GROUP	10,000.00
MARINE FLOATS CORPORATION	71,401.30
MCALLISTER, TERESA	129.50
MEDELES, JOSE	600.00
MEEHAN, NANCY	45.20
MEITZNER BROTHERS	7,500.00
METROPOLITAN TRANS. COMMISSION	1,500.00
MICRONET, INC.	450.00
MILLER STEPHENS, MARY	12,500.00
MILLER'S EQUIPMENT & RENT ALL INC.	46.81
MINZGHOR, NICHOLAS	343.75
MOBILE MINI, INC.	1,813.35
MORGAN SOUND INC	1,849.46
MR. T'S TROPHIES	1,623.81
MULVIHILL, MARJORIE	250.00
NATIONAL BARRICADE CO	191.41
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LEAGUE OF CITIES	1,489.00
NATIONAL LIFE OF VERMONT	2,583.79
NATIONWIDE FINANCIAL 401a	229,013.37
NATIONWIDE RETIREMENT SOLUTIONS 457	6,415.00
NEW PIG	3,440.64
NEWELL, HEATHER	1,519.05
NORTH COAST ELECTRIC	1,154.78
NORTH CREEK DESIGN	60.00

NORTHSHORE FIRE DEPT	6,013.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE PAVING INC	6,099.11
NORTHSHORE ROTARY CLUB	202.00
NORTHSHORE SENIOR CENTER	24,750.00
NORTHSHORE UTILITY DIST	233,820.52
NORTHSHORE YOUTH & FAMILY SERVICES	18,750.00
NORTHWEST LANDSCAPE SERVICES	36,763.10
NORTHWEST PLAYGROUND EQUIPMENT INC.	1,053.94
NORTHWEST VENTURES, LLC	9,500.00
OFFICE DEPOT	7,261.41
OFFICE TEAM	643.95
OLSON, ROBERT & KRISTIN	3,800.00
OLYMPIC ENVIRONMENTAL RESOURCES INC	45,271.11
OLYMPUS PURSUITS/ SHAWN JOHNSON	600.00
OSBORN CONSULTING INC.	152,120.51
OUSLEY, NANCY	1,815.13
OVERLEESE, KRISTEN	743.68
PACIFIC HOME CONSTRUCTION	1,200.98
PACIFIC TOPSOILS	7,058.80
PACIFICA LAW GROUP LLP	3,168.00
PART WORKS INC	810.73
PASSPORT TRAVEL AND TOURS	1,935.10
PAWS	6,270.00
PENDLETON, MICHAEL	5,113.94
PEOPLES STORAGE	2,036.00
PERTEET INC.	426,579.03
PETTY CASH CUSTODIAN	1,276.63
PHAM, NY THI	500.00
PHSI PURE WATER FINANCE	1,710.66
PIPERS CREEK NURSERY	766.50
POLYRYTHMICS, LLC	1,750.00
PROTECTION TECHNOLOGIES, INC	2,096.17
PRO-VAC	5,672.10
PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	11,500.00
PUGET SOUND ENERGY	204,732.58
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PURE WATER TECHNOLOGY OF PUGET SOUND	498.83
QUALITY BUSINESS SYSTEMS	9,193.78
RANDALL, BRIAN	151.86
RAZZ CONSTRUCTION	23,077.53
REDFIELD PROPERTIES LLC	2,975.00
REDMOND, MICHAEL	544.71
REITZ, THERESA dba MISS TESS	1,500.00
REPUBLIC SERVICES	9,409.63
RICHARDSON, ZACK	656.88
RNR CONSULTING	15,532.00
ROAD CONSTRUCTION NW, INC.	286,854.55
ROD STEVENS	3,207.90
RODGERS, DEUTSCH & TURNER PLLC	750.00

ROGERS, GLENN	64.96
RONGERUDE, JOHN	1,200.00
SAFRIN, PATTY	419.30
SAMYN, DR. JEFFREY	250.00
SANDRA OWEN DESIGN	420.00
SARAH ROBERTS	103,020.00
SATO, EDWIN	101.32
SCHINDLER ELEVATOR CORPORATION	2,111.17
SCHUMACHER, JAMIE	2,710.25
SCHWARZWALTER, MARK	180.00
SCORE	241,678.86
SEATTLE TIMES	13,363.15
SEES TREES AND EXCAVATION INC	5,787.77
SESAC	343.00
SHANE-KULMER, SEAN P.	240.00
SHARAM FAMILY	3,484.30
SHELTON, CINDY	34.72
SHRED-IT	647.22
SIGN UP, SIGN CO, INC	295.65
SIMPSON, ARTHUR	150.00
SKAGIT GARDENS	1,318.20
SMITH, BRENT	68.32
SNOHOMISH COUNTY	7,756.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	9,761.31
SNOHOMISH COUNTY TREASURER/ SHERIFF	44,513.99
SOUND CITIES ASSOC	11,850.97
SOUND EMPLOYMENT SOLUTIONS, INC.	4,539.60
SOUND LAW CENTER	4,102.00
SOUND PUBLISHING, INC.	5,951.13
SPERRY, LAURIE	63.84
SPOT HOT DOG & BRATS	263.00
ST EDWARD STATE PARK	8,454.34
ST OF WA DEPT OF FISH & WILDLIFE	68,108.71
STATE OF FLORIDA DISBURSEMENT UNIT	6,325.00
STATE OF WA DEPT. OF LICENSING	30.00
STEWART MACNICHOLS HARMELL, INC.	58,000.00
STRIPE RITE, INC.	34,000.00
SUSSMAN/PREJZA & CO, INC	2,455.75
TACOMA SCREW PRODUCTS, INC.	88.37
TELESYSTEMS WEST	2,304.99
TELGE, CHRIS & BARBARA	75.55
THE EASTMAN COMPANY	1,100.00
THE KIPLINGER LETTER	99.00
TIMEMARK INCORPORATED	111.58
TITAN OUTDOOR, LLC	1,505.95
TOPIA TECHNOLOGY/ BIS	8,020.00
TOTAL LANDSCAPE CORP	65,058.91
TOWNE CENTRE HARDWARE	2,785.52
TRAILER BOSS	2,933.81
TRANE U.S. INC.	26,690.67
TRINITY CONTRACTORS, INC.	148,658.19
TWO BROTHERS' TREES	191.63

UNITED RENTALS NW, INC	9,287.18
UNITED STATES POSTMASTER	8,155.92
UNITED WAY OF KING COUNTY	5,442.00
UNIVERSAL FIELD SERVICES	12,087.52
UPS STORE	830.96
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	12,336.03
UTILITIES UNDERGROUND LOCATION CTR	1,473.18
V2WORKS	1,552.50
VALUE DRIVEN LLC	7,200.00
VAN NESS, ALLAN	2,348.42
VERIZON WIRELESS	10,731.06
VERTICAL VISUAL SOLUTIONS INC.	15,795.37
VOLGISTICS, INC	186.00
W.S.S.O. Advanced Training	250.00
WA ASSOC OF BUILDING OFFICIALS	745.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	305.00
WA CITIES INSURANCE AUTHORITY	186,543.00
WA FINANCE OFFICERS ASSOCIATION	475.00
WA GUARANTEED EDUCATION TUITION	1,100.00
WA STATE CONSOLIDATED TECH SVCS	1,750.00
WA STATE DEPT OF LABOR & INDUSTRIES	125.30
WA STATE DEPT OF TRANSPORTATION	36,707.95
WA TRUST FOR HISTORIC PRESERVATION	100.00
WA WILDLIFE & RECREATION COALITION	125.00
WAGE WORKS	550.00
WALL, JOHN	1,792.84
WANG, YU SHENG & HUI KUAN	8,850.00
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF REVENUE	78.54
WASHINGTON STATE O.M.W.B.E.	100.00
WASHINGTON TOURISM ALLIANCE	500.00
WASHINGTON WOMEN OF CROSS	400.00
WEIGEL, JON	83.85
WEISBAND, BARRY	21,258.74
WELLS FARGO FINANCIAL	12,998.59
WELWEST CONSTRUCTION INC.	92,492.52
WEST, ELI	1,750.00
WESTERBECK ARCHITECTURE LLC	704.47
WETLANDS & WOODLANDS INC	782.38
WIESE ENTERPRISES, INC.	1,220.34
WILDCLIFFE MANOR, LLC	7,956.00
WINDOW CLEANING & MORE	2,400.00
WINTERBOURNE LANDSCAPE	1,084.06
WIRELESS MARKETING	178.50
WONDERLAND DEVELOPMENT	9,000.00
ZHANG, LIJUAN	206.00
ZONAR SYSTEMS	525.33
ZORNES, GARY	1,668.19
ZUMAR	3,283.50
	14,717,347.01

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Integra Franchise Agreement Presentation **Proposed Council Action/Motion:** No Action Proposed. Presentation by Eric Clayton, Integra Senior Outside Plant Engineer.	**For Council Meeting Agenda of: January 12, 2015** **Department: Public Works** **Prepared by: Jennifer Gordon, PW Ops Mgr.** Initial & Date **Approved by Department Head:** 1/8/15 **Approved by City Attorney:** DR via email 1/5/15 **Approved by Finance Director:** 1/5/15 **Approved by City Manager:** RK **Exhibits/Attachments:** Integra Company Overview Kenmore Franchise Map (current facilities) Project: G&L –ELI- Meridian Ave Aerial Plan Sheets Draft Ordinance 15-0394

Expenditure Required $0 **Amount Budgeted** $0 **Appropriation Required** $0

INFORMATION/BACKGROUND:

Integra is one of the largest facilities-based providers of communication and networking services in the western United States. Their mission is to enable businesses with advanced networking, communications, and technology solutions to foster growth, innovation and success.

Integra connects businesses of all sizes including services to enterprises (healthcare, professional services, financial, high tech, engineering), small and mid-sized businesses, government agencies (federal, state and county government, federal system integrators, research and higher education, K-12 and school districts), and wholesale customers (traditional carriers, wireless providers, resellers, data centers, content providers). Kenmore Washington is within Integra's service area and the Ordinance will enable the expansion of our fiber optic and broadband communication services to customers, by extending our fiber cable to requested customer locations.

The color map included in the packet depicts Integra's current facilities. The newest project in Kenmore will consist of fiber installation along 80^{th} Ave NE beginning at NE 185^{th} ST, running along the west side of 80^{th} Ave NE to the Kenmore City limits and continue into Bothell.

Electric Lightwave, Inc. (Integra) did previously have a franchise agreement with King County that was transferred to the City of Kenmore upon incorporation within Ord. 98-0030. This franchise agreement expired in February of 2002.

Franchise Agreement Highlights:

- The franchise term is for a period of ten (10) years, with up to two (2) ten (10) year extensions.
- If the franchisee fails to comply with the provisions of the franchise, the City may serve upon the franchisee a written order to comply within thirty (30) days. If the franchisee is not in compliance with the franchise after the thirty (30) day period, the City may, by ordinance, declare an immediate termination of the franchise.
- Whenever the City undertakes the construction of any public works improvement project that necessitates the relocation of the Franchisee's existing facilities within the Franchise Area the City shall provide the Franchisee with a written notice no later than ninety (90) days prior to the City's commencement of activities. The Franchisee shall relocate such facilities within the Franchise Area within ten (10) days of the start of the City project at no charge to the City.
- The Franchisee will comply with that City's lawful policies and regulations concerning the undergrounding of facilities within the Franchise Are to the extent such policies and regulations apply to the Franchise.
- The Franchisee shall apply for all necessary City permits and authorizations to do such work.

State law requires the City Council to consider the franchise at two public meetings prior to adoption. Therefore the franchise agreement will be brought to Council a second time at the January 26, 2015 Council Meeting for possible adoption.

<u>FISCAL CONSIDERATION</u>:

All costs of the expansion/extension will be covered by Integra. The City will receive revenue in the form of Franchise Utility Right-of Way application and inspection fees.

<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED</u>:

Vision Statement: Kenmore is a community that seeks to provide for the health, safety, and general welfare of all its citizens.

Your Satisfaction Is Our Success

Integra

Technology you trust

Our advanced portfolio of network, communications and technology solutions ensures infinite connections—powering the work that makes you great with the right network.

People you know

Our dedicated teams give technology a familiar face. We know your business and are committed to building relationships with every connection—our agility and expertise make us the right partner for you.

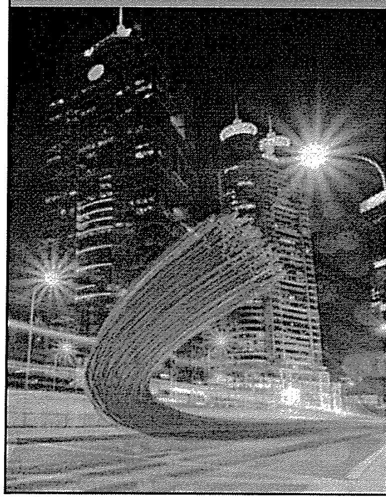
Unrivaled satisfaction

We don't just respond to your needs, we anticipate them—and evolve our solutions to move your business forward with the right solutions.

Technology you trust. People you know. 2

Communication You Can Count On

Integra



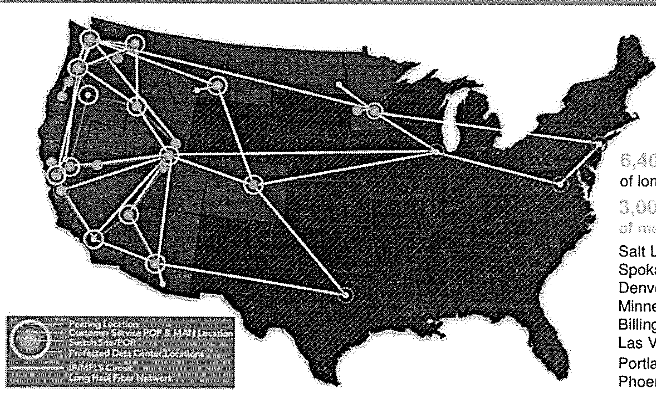
Your partner in aligning technology with opportunity

- 85,000 customers in 35 markets and 11 states
- Fully redundant and highly secure metro and long-haul fiber-optic networks
- Comprehensive range of products and services that scale with your business needs
- Unrivaled expertise and quality of service
- Cost-effective, critical data solutions via partnerships with advanced data center providers

Technology you trust. People you know. 3

The Network That Keeps You Connected

Integra

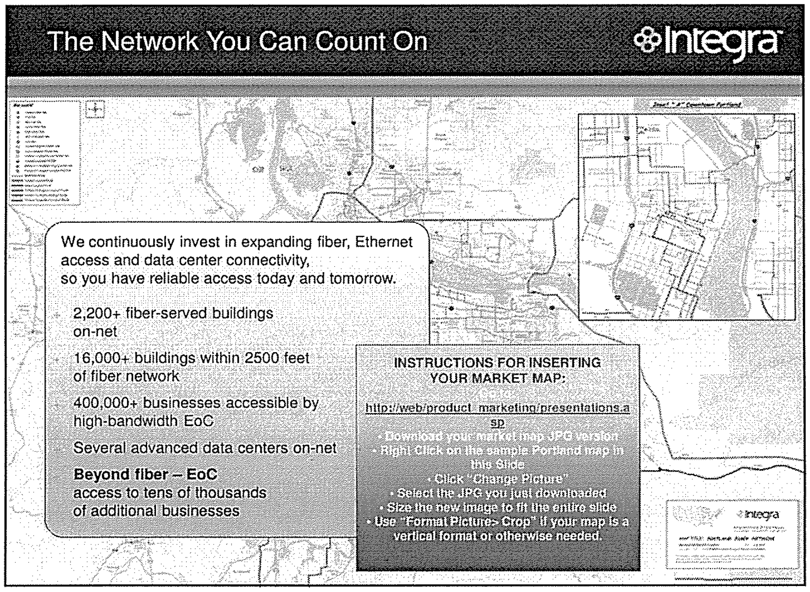


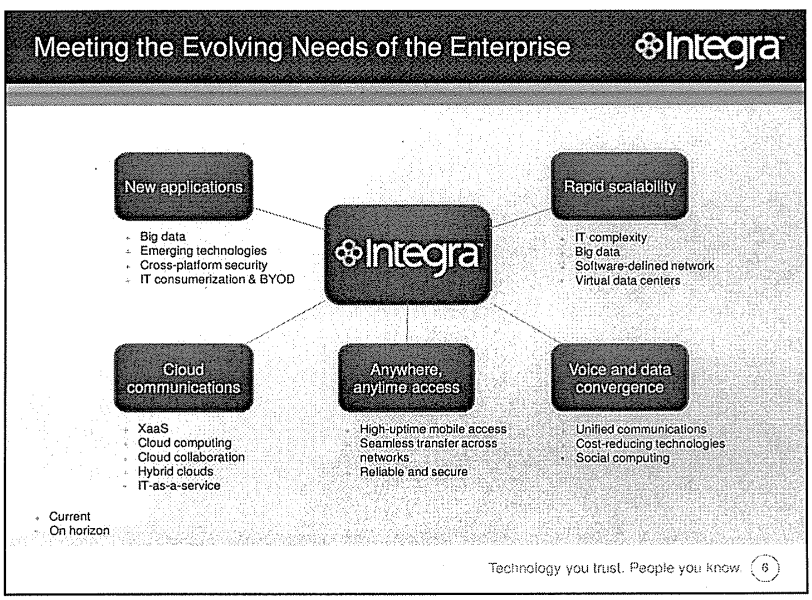
6,400 route miles of long haul fiber

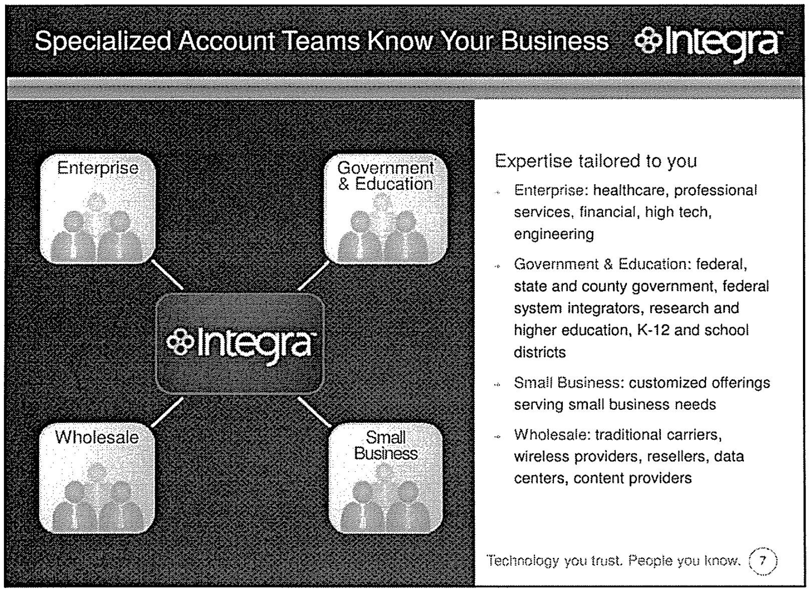
3,000 route miles of metro network fiber

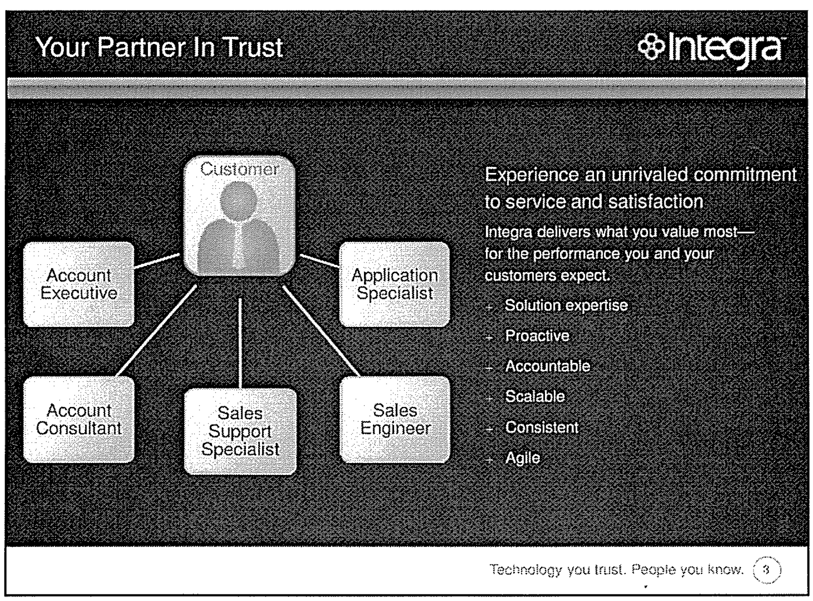
Salt Lake
Spokane
Denver
Minneapolis
Billings
Las Vegas
Portland
Phoenix
Sacramento
Boise
Seattle

Technology you trust. People you know. 4


The Network You Can Count On
Integra
We continuously invest in expanding fiber, Ethernet access and data center connectivity, so you have reliable access today and tomorrow.
2,200+ fiber-served buildings on-net
16,000+ buildings within 2500 feet of fiber network
400,000+ businesses accessible by high-bandwidth EoC
Several advanced data centers on-net
Beyond fiber – EoC access to tens of thousands of additional businesses
INSTRUCTIONS FOR INSERTING YOUR MARKET MAP:
http://web/product_marketing/presentations.asp
• Download your market map JPG version
• Right Click on the sample Portland map in this Slide
• Click "Change Picture"
• Select the JPG you just downloaded
• Size the new image to fit the entire slide
• Use "Format Picture> Crop" if your map is a vertical format or otherwise needed.


Meeting the Evolving Needs of the Enterprise
Integra
New applications
Big data
Emerging technologies
Cross-platform security
IT consumerization & BYOD
Rapid scalability
IT complexity
Big data
Software-defined network
Virtual data centers
Integra
Cloud communications
XaaS
Cloud computing
Cloud collaboration
Hybrid clouds
IT-as-a-service
Anywhere, anytime access
High-uptime mobile access
Seamless transfer across networks
Reliable and secure
Voice and data convergence
Unified communications
Cost-reducing technologies
Social computing
Current
On horizon
Technology you trust. People you know.
6


Specialized Account Teams Know Your Business
Integra
Enterprise
Government & Education
Integra
Wholesale
Small Business
Expertise tailored to you
Enterprise: healthcare, professional services, financial, high tech, engineering
Government & Education: federal, state and county government, federal system integrators, research and higher education, K-12 and school districts
Small Business: customized offerings serving small business needs
Wholesale: traditional carriers, wireless providers, resellers, data centers, content providers
Technology you trust. People you know.
7


Your Partner In Trust
Integra
Customer
Account Executive
Application Specialist
Account Consultant
Sales Support Specialist
Sales Engineer
Experience an unrivaled commitment to service and satisfaction
Integra delivers what you value most—for the performance you and your customers expect.
Solution expertise
Proactive
Accountable
Scalable
Consistent
Agile
Technology you trust. People you know.
3

Powering Possibility With Technology

We evolve our services to take your business forward.

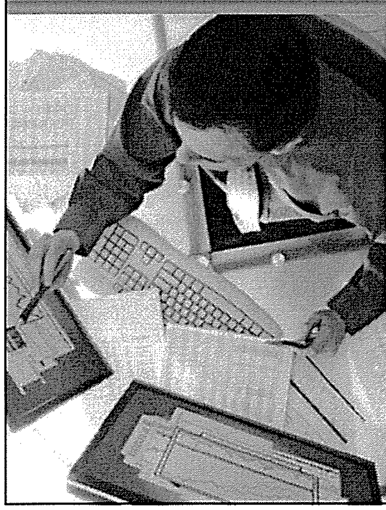
"…For the third straight quarter, more than 70% of our new sales are coming from… 'strategic products' it contends have higher growth potential and are in greater demand from its large enterprise and wholesale customers that are key to Integra's growth strategy."

"The state of Washington and the University of Washington have awarded contracts to Integra Telecom for Ethernet services throughout the state. This puts them in a position to compete for dollars at schools, agencies and institutions across the state, furthering their ongoing transition in focus from CLEC to fiber and Ethernet."

"Like a lot of CLECs, Integra started life with a focus on small and medium businesses, to which it sold TDM-based voice and Internet access services. However, Integra is now focused on the execution of a strategy it set out about three years ago during its reorganization. That entails delivering a wider variety of networking and communications options, including cloud solutions, Ethernet and wavelength connectivity and managed services, to a broader customer target, which is a bit more up-market, explains Integra Telecom CEO Kevin O'Hara."

Technology you trust. People you know. 9

Your Partner For The Long Term



Fuel your growth with a strong financial foundation and seasoned leadership

- Privately held with $600M in annual revenue
- Diverse, stable customer base across enterprise and wholesale markets
- Over $2B of fiber-based network assets
  - Reinvested $100M+ in 2012 alone
- Industry-leading operating margins, with positive revenue and EBITDA growth
- Unprecedented customer retention levels
- Product strategy and growth secured with long-term strategic investor
- Experienced leadership team aligns Integra solutions with customer success

Technology you trust. People you know. 10

Case Study | Lewis & Clark College

Integra

"I consider my Integra account team to be consultants. Integra really is a partner, not just a vendor."

Chris Stevens, IT Director at Lewis & Clark College

Challenge

Lewis & Clark College was facing increasing pressure to expand hosted and cloud-based services for academic instruction. Online classrooms and BYOD access were straining the limits of its current network and significantly increasing the risk of data loss. The college needed not only more bandwidth, but a true business continuity solution.

Solution

Integra dramatically improved network performance by installing fiber throughout the campus and increasing backup bandwidth by more than 1500%. And the network is now flexible enough to scale quickly to meet future growth demands.

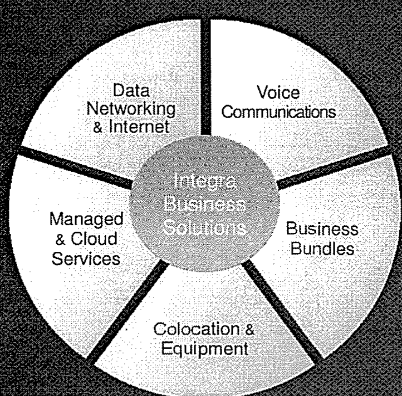
Services

Ethernet services, high-speed internet

Technology you trust. People you know. 11

The Right Solution For Any Challenge

Integra



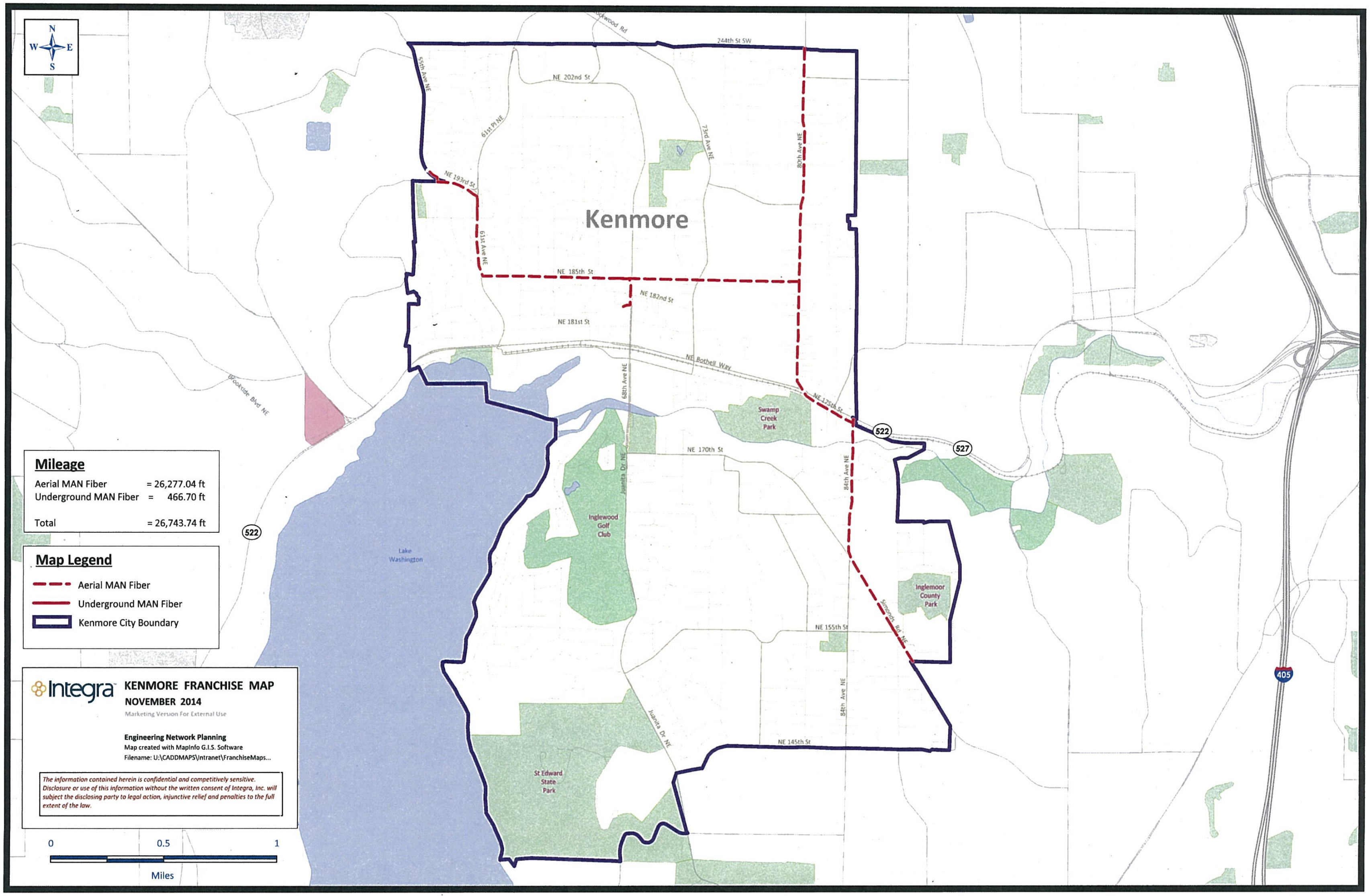
A comprehensive portfolio keeps you connected

Power collaboration with carrier-grade communication and networking solutions tailored to achieve your business objectives.

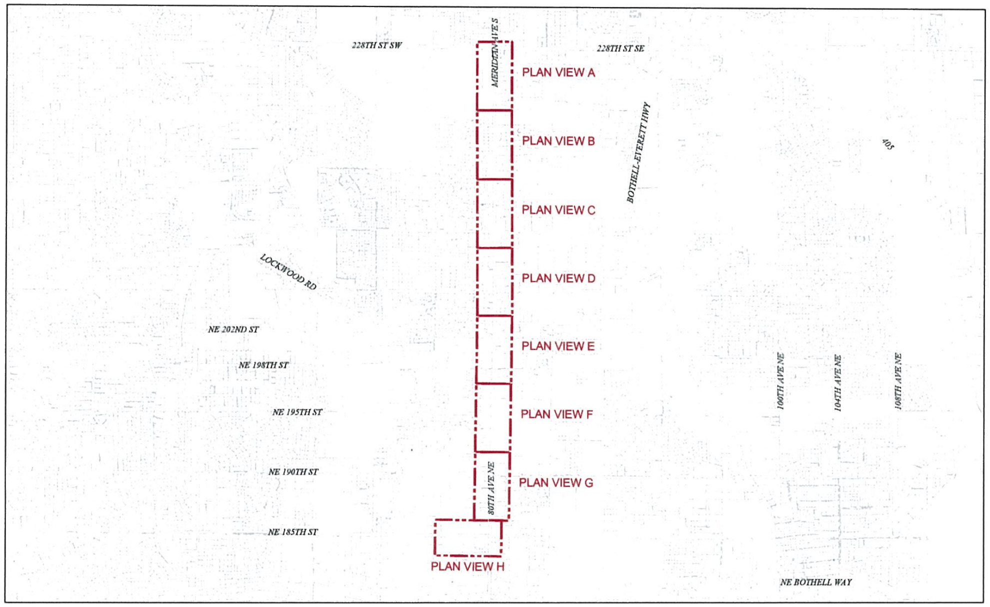
- Full product line to take your business forward
- Enterprise-class and industry certifications
- Professional services
- Superior customer service
- Nationwide partner network

Technology you trust. People you know. 12


www.integratelecom.com
Integra™
Technology you trust. People you know.


N
W
E
S
Kenmore
Mileage
Aerial MAN Fiber = 26,277.04 ft
Underground MAN Fiber = 466.70 ft
Total = 26,743.74 ft
Map Legend
Aerial MAN Fiber
Underground MAN Fiber
Kenmore City Boundary
Integra
KENMORE FRANCHISE MAP
NOVEMBER 2014
Marketing Version For External Use
Engineering Network Planning
Map created with MapInfo G.I.S. Software
Filename: U:\CADDMAPS\Intranet\FranchiseMaps...
The information contained herein is confidential and competitively sensitive. Disclosure or use of this information without the written consent of Integra, Inc. will subject the disclosing party to legal action, injunctive relief and penalties to the full extent of the law.
0
0.5
1
Miles
244th St SW
NE 202nd St
NE 193rd St
61st Ave NE
73rd Ave NE
80th Ave NE
NE 185th St
NE 182nd St
NE 181st St
NE Bothell Way
68th Ave NE
NE 175th St
NE 170th St
Juanita Dr NE
84th Ave NE
NE 155th St
NE 145th St
Swamp Creek Park
Inglewood Golf Club
Inglemoor County Park
St Edward State Park
Lake Washington
522
527
405

PROJECT NAME: G&L - ELI - MERIDIAN AVE - AERIAL
ADDRESS: 22811 MERIDIAN AVE S, BOTHELL, WA 98021



SITE LOCATION

CONTACTS

G&L UTILITY CONTACT:
GARY ROLLOFSON
P.O. BOX 3430
REDMOND, WA 98073
C. 206.255.2695
GARY@GANDLUTILITY.COM

MIKE CARPENTER
MGC TECHNICAL CONSULTING, INC.
PO BOX 332
BOTHELL, WA 98041
T.206.618.9880
MIKE@MGCTECHNICAL.COM

SITE INDEX

1 - COVER SHEET/SITE LOCATION
2 - LEGEND
3 - GENERAL NOTES
4 - PLAN VIEW A
5 - PLAN VIEW B
6 - PLAN VIEW C
7 - PLAN VIEW D
8 - PLAN VIEW E
9 - PLAN VIEW F
10- PLAN VIEW G
11- PLAN VIEW H
12- TYPICALS

SCOPE OF WORK:

OVERLASH (1) FIBER CABLE ALONG EXISTING FIBER CABLE ATTACHED TO SNOPUD AND PSE UTILITY POLES STARTING SOUTH OF 228TH ST SE ALONG MERIDIAN AVE S (AKA 80TH AVE NE) HEADED SOUTH TO NE 185TH ST AND WEST ALONG NE 185TH ST FOR APPROXIMATELY 500'.

811
Know what's below. Call before you dig.

0 1150' 2300'
SCALE: 1"=2300'

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS—BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc.
MGC TECHNICAL CONSULTING INC

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 1 OF 12

LEGEND

LINETYPES

- UG FIBER – EXISTING
- UG FIBER – PROPOSED
- AERIAL FIBER – EXISTING
- AERIAL FIBER – PROPOSED
- STRAND – EXISTING
- STRAND – PROPOSED
- CONDUIT – EXISTING
- CONDUIT – PROPOSED
- INNERDUCT – EXISTING
- INNERDUCT – PROPOSED
- GAS
- WATER
- TELEPHONE
- ELECTRIC
- SANITARY SEWER (SEW)
- STORM DRAIN
- FENCE
- CABLE TV
- STEAM
- OIL
- UNKNOWN UTILITY
- RIGHT OF WAY
- EDGE OF PAVEMENT

SYMBOL	DESCRIPTION
ASW	ASPHALT SIDEWALK
BIP	BLACK IRON PIPE
BSP	BLACK STEEL PIPE
CSW	CONCRETE SIDEWALK
EOP	EDGE OF PAVEMENT
EOTW	EDGE OF TRAVEL WAY
FOC	FACE OF CURB
HDPE	HIGH DENSITY POLYETHYLENE
HH	HANDHOLE
JB	JUNCTION BOX
MH	MANHOLE
MP	MILE POST
O/S	OFFSET
PVC	POLY VINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL CONDUIT
ROW	RIGHT OF WAY
STA.	STATION

Symbol	Description
R	RISER
T	TELEPHONE
P	POWER VAULT
	CATCH BASIN/INLET
	FIRE HYDRANT
	GROUND/BOND
	STREET LIGHT
	TREE
	CULVERT
	WING WALL
	BRIDGE
U	MISC. UTILITY
OWNER ID	UTILITY POLE – EXISTING
ID	POLE – PROPOSED
HH- HH HANDHOLE OWNER	HANDHOLE – EXISTING
HH- HH HANDHOLE OWNER	HANDHOLE – PROPOSED
MH- MH MANHOLE OWNER	MANHOLE – EXISTING
MH- MH MANHOLE OWNER	MANHOLE – PROPOSED
PB- PB PULLBOX OWNER	PULLBOX – EXISTING
PB- PB PULLBOX OWNER	PULBOX – PROPOSED
VAULT- V VAULT OWNER	VAULT – EXISTING
VAULT- V VAULT OWNER	VAULT – PROPOSED
0'	AERIAL STORAGE – EXISTING
0'	AERIAL STORAGE – PROPOSED
0'	VAULT/BUILDING STORAGE – EXISTING
0'	VAULT/BUILDING STORAGE – PROPOSED
	POLE ANCHOR/DOWN GUY – EXISTING
	POLE ANCHOR/DOWN GUY – PROPOSED
	PROPOSED DOWN GUY ON EXISTING ANCHOR
FDP NAME SIZE LOCATION	TERMINATION – EXISTING
FDP NAME SIZE LOCATION	TERMINATION – PROPOSED
BUILDING NAME STREET	BUILDING CALLOUT – PROPOSED
MANUFACTURER NAME	SPLICE POINT – EXISTING
MANUFACTURER NAME	SPLICE POINT – PROPOSED
#F IN: 0 OUT: 0	SEQUENTIAL CALLOUT
#F IN: 0 TAIL: 0	SEQUENTIAL IN TAIL CALLOUT
#F TAIL: 0 OUT: 0	SEQUENTIAL TAIL OUT CALLOUT
POLE NO N/A UTILITY1 0'–0"	POLE ATTACHMENT CALLOUT – EXISTING USE DYNAMIC PULL DOWN TO SELECT FROM 1 TO 6 ATTACHMENTS
SCL POLE NO N/A UTILITY1 0'–0"	POLE ATTACHMENT CALLOUT – PROPOSED USE DYNAMIC PULL DOWN TO SELECT FROM 1 TO 6 ATTACHMENTS
1 CABLE FIBERS: FIBERS CABLE OWNER: OWNER CABLE LENGTH: LENGTH NOTES:	CABLE SPAN CALLOUT – EXISTING FOR USE ON PAPER SPACE (SHOWN AT 50X)
1 CABLE FIBERS: FIBERS CABLE OWNER: OWNER CABLE LENGTH: LENGTH NOTES:	CABLE SPAN CALLOUT – PROPOSED FOR USE ON PAPER SPACE (SHOWN AT 50X)
1 CONDUIT OWNER: OWNER CONDUIT LENGTH: LENGTH CONDUIT QTY: CONDUITS CONDUIT SIZE: SIZE CONDUIT TYPE: TYPE INNER DUCT QTY: INNERDUCTS INNER DUCT SIZE: SIZE INNER DUCT TYPE: TYPE NOTES:	CONDUIT CALLOUT – EXISTING FOR USE ON PAPER SPACE (SHOWN AT 50X) WITH OR WITHOUT INNER DUCT INFO
1 CONDUIT OWNER: OWNER CONDUIT LENGTH: LENGTH CONDUIT QTY: CONDUITS CONDUIT SIZE: SIZE CONDUIT TYPE: TYPE INNER DUCT QTY: INNERDUCTS INNER DUCT SIZE: SIZE INNER DUCT TYPE: TYPE NOTES:	CONDUIT CALLOUT – PROPOSED FOR USE ON PAPER SPACE (SHOWN AT 50X) WITH OR WITHOUT INNER DUCT INFO
1 STRAND TYPE: TYPE STRAND LENGTH: LENGTH NOTES:	STRAND CALLOUT – EXISTING FOR USE ON PAPER SPACE (SHOWN AT 50X)
1 STRAND TYPE: TYPE STRAND LENGTH: LENGTH NOTES:	STRAND CALLOUT – PROPOSED FOR USE ON PAPER SPACE (SHOWN AT 50X)

811 Know what's below. Call before you dig.

NO	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS–BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc. — MGC Technical Consulting

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 2 OF 12

GENERAL NOTES

GENERAL NOTES:
The locations of utilities shown on these drawing are only approximate. MGC TECHNICAL CONSULTING, INC. hereby disclaims any responsibility to third parties for the accuracy of this information. Persons working in the area covered by this drawing must contact the statewide Call-Before-You-Dig System to ascertain the location of underground utilities prior to performing any excavation.

1. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF UTILITY IMPROVEMENTS SHALL MEET OR EXCEED SITE WORK STANDARDS AND THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE CITY OF BOTHELL REGULATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK WITHIN PUBLIC R.O.W. OR EASEMENTS MAY REQUIRE INSPECTED AND APPROVED BY THE CITY OF BOTHELL INSPECTOR. INSPECTION SERVICES AND CONSTRUCTION CERTIFICATION TO BE PROVIDED BY DESIGNEE OF PROJECT SPONSOR/OWNER.

2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE CITY OF BOTHELL INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS IF REQUIRED.

4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY OF BOTHELL AND ALL UTILITY COMPANIES WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION, AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE.

5. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND ONE (1) COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO: EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.

7. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.

8. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.

9. FOR WORK AFFECTING PUBLIC ROADWAYS OR IF REQUIRED BY THE CITY OF BOTHELL, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL AND PHASING PLAN IN ACCORDANCE WITH M.U.T.C.D. FOR APPROVAL. PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN OR AFFECTING THE RIGHT-OF-WAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY SAID PLANS. PRIOR TO INSTALLATION A PRECONSTRUCTION CONFERENCE SHALL BE HELD WITH CITY OF BOTHELL.

10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED OR RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.

11. PER AGENCY STANDARDS THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING RECORD INFORMATION ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE AND AVAILABLE TO THE CITY OF BOTHELL INSPECTOR AT ALL TIMES.

13. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. FOR ADDITIONAL INFORMATION CONTACT THE ENGINEER FOR CLARIFICATION AND NOTE ON THE RECORD DRAWINGS.

14. ALL EROSION AND SEDIMENT CONTROL (E.S.C.) MEASURES SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION PRIOR TO GROUND DISTURBING ACTIVITY. ALL E.S.C. MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.

15. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS SUBJECT TO THE JURISDICTION OF THE CITY OF BOTHELL ENGINEERING DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.

16. ALL CONSTRUCTION OPERATIONS, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTH MOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY
OTHER ASSOCIATED EQUIPMENT SHALL GENERALLY BE LIMITED TO THE TIME PERIOD APPROVED BY THE CITY OF BOTHELL.

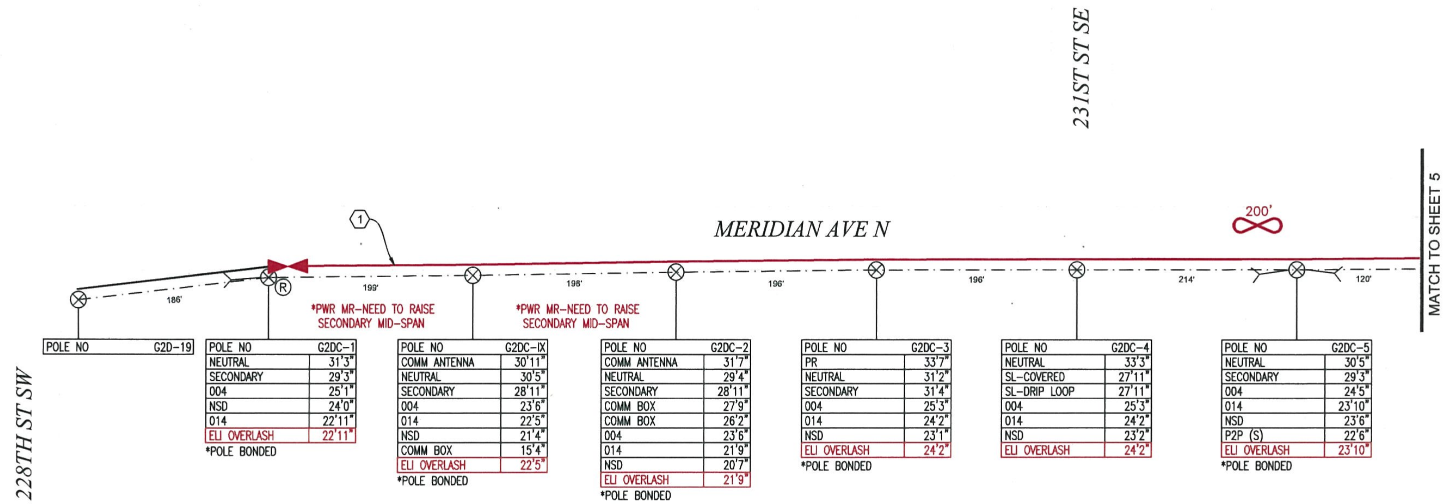
811
Know what's below.
Call before you dig.

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc.

MGC

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 3 OF 12



POLE NO	G2D–19

POLE NO	G2DC–1
NEUTRAL	31'3"
SECONDARY	29'3"
004	25'1"
NSD	24'0"
014	22'11"
ELI OVERLASH	22'11"

*POLE BONDED

POLE NO	G2DC–IX
COMM ANTENNA	30'11"
NEUTRAL	30'5"
SECONDARY	28'11"
004	23'6"
014	22'5"
NSD	21'4"
COMM BOX	15'4"
ELI OVERLASH	22'5"

*POLE BONDED

POLE NO	G2DC–2
COMM ANTENNA	31'7"
NEUTRAL	29'4"
SECONDARY	28'11"
COMM BOX	27'9"
COMM BOX	26'2"
004	23'6"
014	21'9"
NSD	20'7"
ELI OVERLASH	21'9"

*POLE BONDED

POLE NO	G2DC–3
PR	33'7"
NEUTRAL	31'2"
SECONDARY	31'4"
004	25'3"
014	24'2"
NSD	23'1"
ELI OVERLASH	24'2"

*POLE BONDED

POLE NO	G2DC–4
NEUTRAL	33'3"
SL–COVERED	27'11"
SL–DRIP LOOP	27'11"
004	25'3"
014	24'2"
NSD	23'2"
ELI OVERLASH	24'2"

POLE NO	G2DC–5
NEUTRAL	30'5"
SECONDARY	29'3"
004	24'5"
014	23'10"
NSD	23'6"
P2P (S)	22'6"
ELI OVERLASH	23'10"

*POLE BONDED

CONSTRUCTION NOTES:

1 OVERLASH (1) ELI FIBER CABLE TO EXISTING ELI FIBER CABLE PER SNOPUD AND PSE REQUIRMENTS.

PLAN VIEW A

Know what's below. Call before you dig.

0 50' 100'
SCALE: 1"=100'

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS–BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

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MGC Technical Consulting Inc

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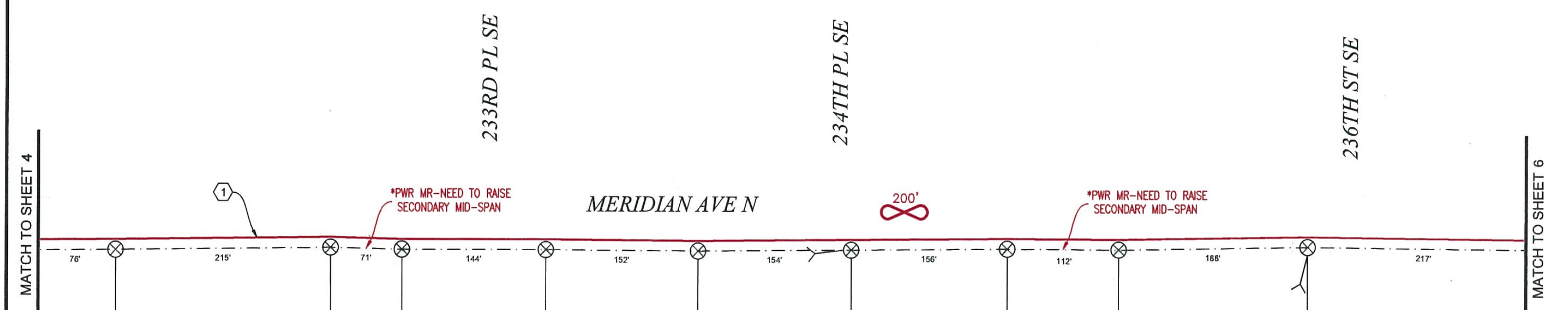
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg

 SHEET: 4 OF 12



POLE NO	G2DC-6
NEUTRAL	32'11"
SECONDARY	32'0"
SL-COVERED	31'10"
SL-DRIP LOOP	31'9"
004	28'10"
014	27'8"
TEL (E)	24'6"
TEL (S)	23'6"
ELI OVERLASH	27'8"

POLE NO	G2DC-7
NEUTRAL	30'10"
SECONDARY	29'3"
004	26'4"
014	25'2"
TEL	24'3"
ELI OVERLASH	25'2"

*POLE BONDED

POLE NO	G2DC-8
NEUTRAL	27'0"
SECONDARY	26'0"
ELI ATTACH	22'0"

POLE NO	G2DC-9
PR	32'6"
SL B/S	31'10"
SL-DRIP LOOP B/S	31'8"
NEUTRAL B/S	31'4"
SECONDARY	30'6"
004	26'8"
014	25'8"
TEL	24'8"
ELI OVERLASH	25'8"

*POLE BONDED

POLE NO	G2DC-10
NEUTRAL	32'0"
SECONDARY	30'6"
004	27'11"
014	27'0"
TEL (N)	25'9"
TEL (E)	25'3"
ELI OVERLASH	27'0"

*POLE BONDED

POLE NO	G2DC-11
NEUTRAL	29'8"
SL-DRIP LOOP	26'5"
SL-COVERED	26'4"
004	24'0"
014	22'8"
TEL STRAND	21'8"
TEL (E)(W)	21'0"
ELI OVERLASH	22'8"

POLE NO	G2DC-12
NEUTRAL	28'9"
SECONDARY	28'0"
004	25'9"
014	24'9"
TEL STRAND	23'8"
ELI OVERLASH	23'8"

*MR-MOVE 014 TO 23'8"
*MR-MOVE TEL STRAND TO 22'8"

POLE NO	G2DC-13
PR	32'2"
NEUTRAL	31'7"
SECONDARY	30'5"
004	26'10"
014	25'9"
TEL STRAND	24'6"
ELI OVERLASH	25'9"

*POLE BONDED

POLE NO	G2DC-14
NEUTRAL	31'7"
PR	30'8"
SECONDARY	29'5"
004	25'6"
014	24'6"
P2P (E)	23'5"
F/O #3 (E)	23'2"
TEL STRAND	22'3"
ELI OVERLASH	24'6"

*POLE BONDED

CONSTRUCTION NOTES:

1 OVERLASH (1) ELI FIBER CABLE TO EXISTING ELI FIBER CABLE PER SNOPUD AND PSE REQUIRMENTS.

PLAN VIEW B

811 Know what's below. Call before you dig.

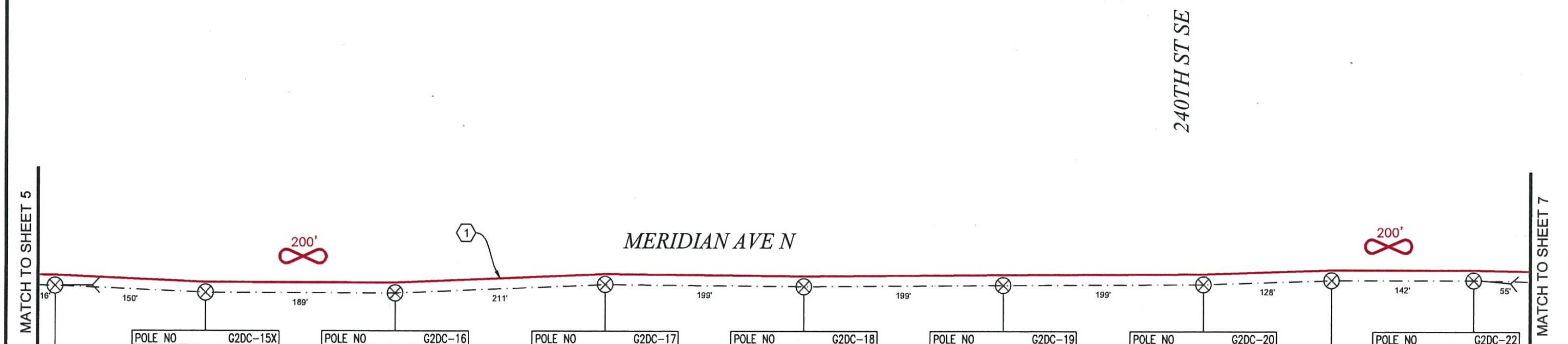
0 50' 100'
SCALE: 1"=100'

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc.

MGC TECHNICAL CONSULTING INC

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 5 OF 12



POLE NO	G2DC-15X
PR	32'7"
NEUTRAL	31'2"
SECONDARY	30'7"
004	26'11"
014	25'10"
ELI OVERLASH	25'10"

*POLE BONDED

POLE NO	G2DC-16
NEUTRAL	31'10"
SECONDARY	31'0"
004	27'1"
014	26'3"
COMM BOX	15'1"
ELI OVERLASH	26'3"

*POLE BONDED

POLE NO	G2DC-17
NEUTRAL	31'0"
SECONDARY	30'0"
004	26'11"
014	25'9"
ELI OVERLASH	25'9"

*POLE BONDED

POLE NO	G2DC-18
NEUTRAL	31'1"
SECONDARY	30'8"
004	26'6"
014	25'5"
ELI OVERLASH	25'5"

*POLE BONDED

POLE NO	G2DC-19
NEUTRAL B/S	31'9"
004	27'5"
014	26'4"
ELI OVERLASH	26'4"

*POLE BONDED

POLE NO	G2DC-20
NEUTRAL	33'9"
SECONDARY	32'8"
SL	26'10"
SL-DRIP LOOP	26'10"
004 ARM	25'1"
014	23'11"
TEL (E)(W)	22'8"
TEL (E)(W)	21'11"
TEL SVC	21'6"
ELI OVERLASH	23'11"

*POLE BONDED

POLE NO	G2DC-22
NEUTRAL	25'0"
SECONDARY	23'0"
P2P (N)	22'11"
COMM RISER	22'10"
P2P (N)	21'8"
004	19'10"
014	18'10"
ELI OVERLASH	18'10"

POLE NO	G2DC-15
PR	33'7"
NEUTRAL	32'2"
SL-DRIP LOOP	28'0"
SL-COVERED	27'11"
004	27'4"
014	26'3"
TEL	23'11"
ELI OVERLASH	26'3"

*POLE BONDED

POLE NO	G2DC-21
NEUTRAL	29'6"
SECONDARY	28'4"
SL-DRIP LOOP	27'9"
SL	27'8"
P2P (S)	27'7"
004	24'8"
014	23'7"
TEL SVC	21'4"
ELI OVERLASH	23'7"

CONSTRUCTION NOTES:

1 OVERLASH (1) ELI FIBER CABLE TO EXISTING ELI FIBER CABLE PER SNOPUD AND PSE REQUIRMENTS.

PLAN VIEW C

811 Know what's below. Call before you dig.

0 50' 100'
SCALE: 1"=100'

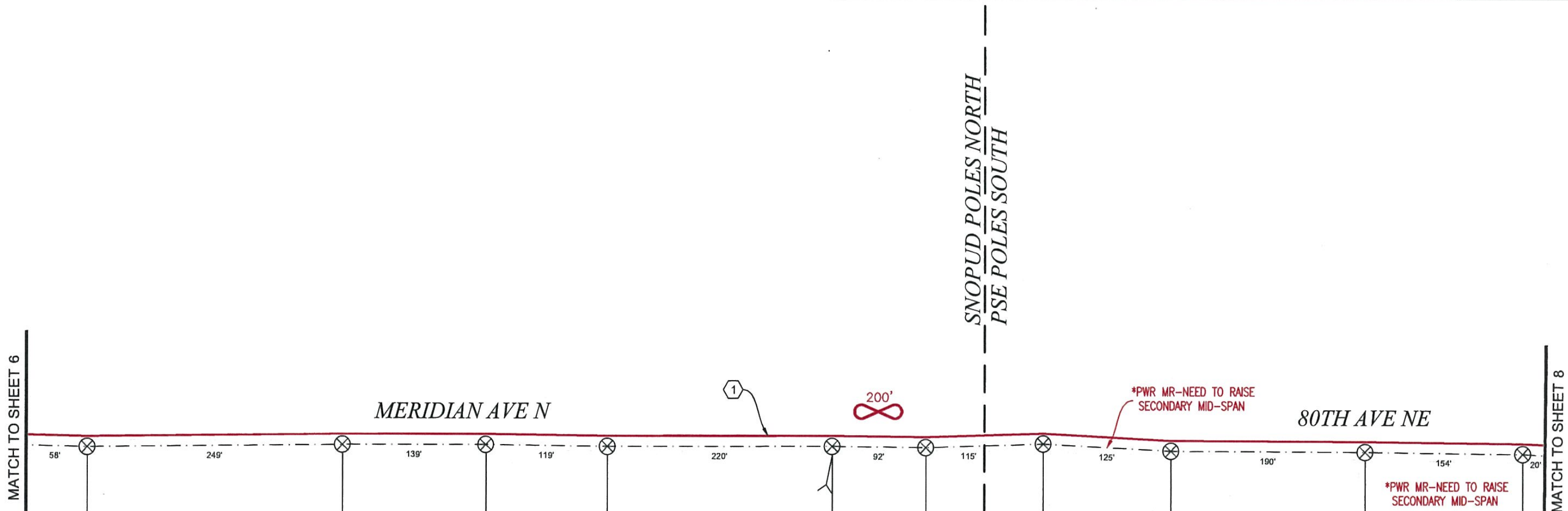
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc.

MGC

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg

CONFIDENTIAL/PROPRIETARY SHEET: 6 OF 12



POLE NO	G2DC-23
NEUTRAL	29'10"
SECONDARY	28'10"
004	25'8"
014	22'4"
ELI OVERLASH	22'4"

*POLE BONDED

POLE NO	G2DC-24
NEUTRAL	30'1"
PR	29'5"
SECONDARY	29'3"
SL-DRIP LOOP	25'11"
SL-COVERED	25'10"
004	24'1"
TELCO SVC	23'6"
014	23'0"
ELI OVERLASH	23'0"

*POLE BONDED

POLE NO	G2DC-25
NEUTRAL	30'10"
PR	30'10"
SECONDARY	29'2"
004	24'4"
014	23'7"
ELI OVERLASH	23'7"

POLE NO	G2DC-26
NEUTRAL	25'9"
SECONDARY	24'2"
PR	23'9"
004	22'1"
014 ARM	20'3"
ELI OVERLASH	20'3"

POLE NO	G2DC-27
NEUTRAL	28'7"
SECONDARY	27'8"
SL	25'9"
SL-DRIP LOOP	25'9"
004	19'1"
STRAND (E)	18'3"
014	17'7"
DOWN GUY (W)	16'9"
ELI OVERLASH	17'7"

POLE NO	G2DC-28
NEUTRAL	25'1"
SECONDARY	24'4"
004 (W)	21'9"
014	20'10"
ELI OVERLASH	20'10"

*POLE BONDED

POLE NO	228647-165616
NEUTRAL	25'6"
SECONDARY	24'4"
TEL STRAND	23'7"
004 ARM	23'4"
TELCO SVC	22'3"
004	13'1"
ELI ATTACH	21'0"

*POLE BONDED

POLE NO	228636-165616
NEUTRAL	26'10"
PR	26'8"
SECONDARY	25'5"
TEL STRAND	22'6"
004	22'2"
014	21'7"
ELI OVERLASH	21'7"

*POLE BONDED

POLE NO	228617-165615
NEUTRAL	24'11"
SECONDARY	23'2"
004	21'5"
014	20'1"
ELI OVERLASH	19'1"

*POLE BONDED

*PWR MR-MOVE 014 TO 19'1"

POLE NO	228600-165614
NEUTRAL	26'3"
SECONDARY	26'1"
004	21'8"
014	20'7"
ELI OVERLASH	20'7"

*POLE BONDED

CONSTRUCTION NOTES:

1 OVERLASH (1) ELI FIBER CABLE TO EXISTING ELI FIBER CABLE PER SNOPUD AND PSE REQUIRMENTS.

PLAN VIEW D

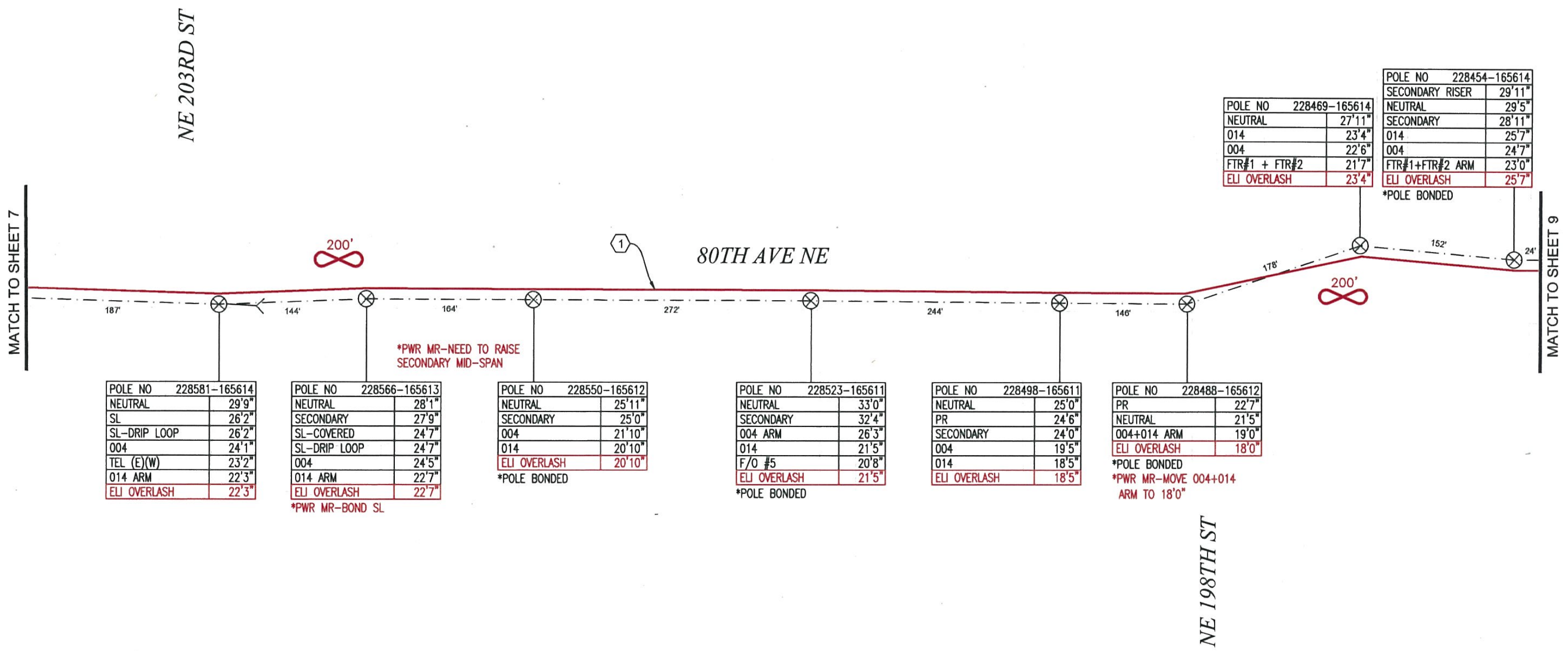
811 Know what's below. Call before you dig.

0 50' 100'
SCALE: 1"=100'

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc.
MGC Technical Consulting Inc

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 7 OF 12



POLE NO	228581-165614
NEUTRAL	29'9"
SL	26'2"
SL-DRIP LOOP	26'2"
004	24'1"
TEL (E)(W)	23'2"
014 ARM	22'3"
ELI OVERLASH	22'3"

POLE NO	228566-165613
NEUTRAL	28'1"
SECONDARY	27'9"
SL-COVERED	24'7"
SL-DRIP LOOP	24'7"
004	24'5"
014 ARM	22'7"
ELI OVERLASH	22'7"

*PWR MR-BOND SL

POLE NO	228550-165612
NEUTRAL	25'11"
SECONDARY	25'0"
004	21'10"
014	20'10"
ELI OVERLASH	20'10"

*POLE BONDED

POLE NO	228523-165611
NEUTRAL	33'0"
SECONDARY	32'4"
004 ARM	26'3"
014	21'5"
F/O #5	20'8"
ELI OVERLASH	21'5"

*POLE BONDED

POLE NO	228498-165611
NEUTRAL	25'0"
PR	24'6"
SECONDARY	24'0"
004	19'5"
014	18'5"
ELI OVERLASH	18'5"

POLE NO	228488-165612
PR	22'7"
NEUTRAL	21'5"
004+014 ARM	19'0"
ELI OVERLASH	18'0"

*POLE BONDED
*PWR MR-MOVE 004+014 ARM TO 18'0"

POLE NO	228469-165614
NEUTRAL	27'11"
014	23'4"
004	22'6"
FTR#1 + FTR#2	21'7"
ELI OVERLASH	23'4"

POLE NO	228454-165614
SECONDARY RISER	29'11"
NEUTRAL	29'5"
SECONDARY	28'11"
014	25'7"
004	24'7"
FTR#1+FTR#2 ARM	23'0"
ELI OVERLASH	25'7"

*POLE BONDED

CONSTRUCTION NOTES:

1 OVERLASH (1) ELI FIBER CABLE TO EXISTING ELI FIBER CABLE PER SNOPUD AND PSE REQUIRMENTS.

PLAN VIEW E

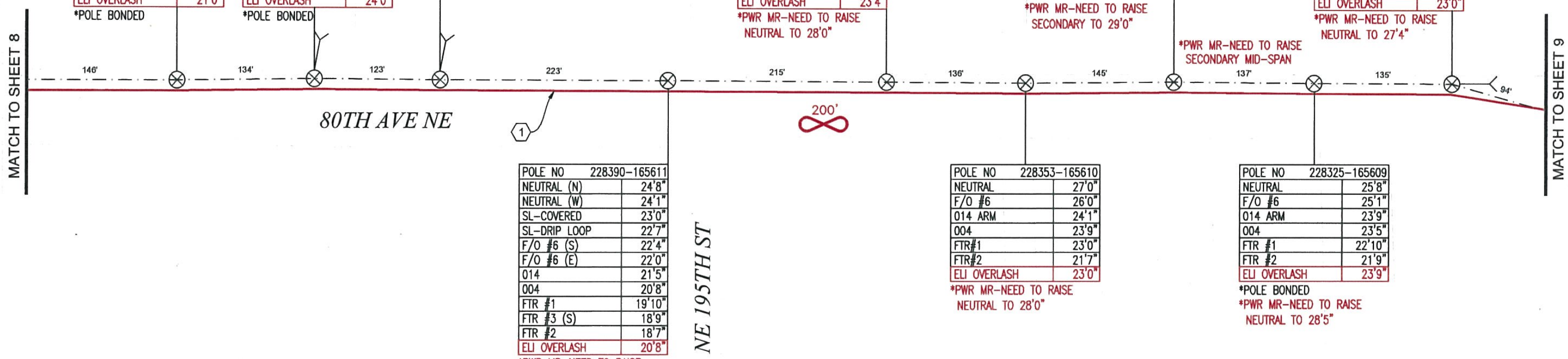
Know what's below. Call before you dig.

0 50' 100'
SCALE: 1"=100'

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc.

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 8 OF 12



POLE NO	228437-165613
NEUTRAL	30'0"
SECONDARY ATT	29'5"
SECONDARY	29'1"
SL-BONDED	27'4"
SL-DRIP LOOP	27'4"
004	25'8"
FTR#1+FTR#2+014	21'0"
ELI OVERLASH	21'0"

*POLE BONDED

POLE NO	228424-165613
NEUTRAL	29'9"
004	25'7"
FTR#1+#2 + 014	24'0"
ELI OVERLASH	24'0"

*POLE BONDED

POLE NO	228411-165613
NEUTRAL	28'8"
SECONDARY	27'1"
004	23'9"
FTR#1+#2 + 014	21'7"
ELI OVERLASH	21'7"

*POLE BONDED

POLE NO	228390-165611
NEUTRAL (N)	24'8"
NEUTRAL (W)	24'1"
SL-COVERED	23'0"
SL-DRIP LOOP	22'7"
F/O #6 (S)	22'4"
F/O #6 (E)	22'0"
014	21'5"
004	20'8"
FTR #1	19'10"
FTR #3 (S)	18'9"
FTR #2	18'7"
ELI OVERLASH	20'8"

*PWR MR-NEED TO RAISE NEUTRAL (N) TO 25'6"
*PWR MR-BOND SL

POLE NO	228368-165611
NEUTRAL	27'0"
F/O #6	26'0"
014 ARM	24'8"
004	24'2"
FTR#1	23'4"
FTR#2	21'9"
ELI OVERLASH	23'4"

*PWR MR-NEED TO RAISE NEUTRAL TO 28'0"

POLE NO	228353-165610
NEUTRAL	27'0"
F/O #6	26'0"
014 ARM	24'1"
004	23'9"
FTR#1	23'0"
FTR#2	21'7"
ELI OVERLASH	23'0"

*PWR MR-NEED TO RAISE NEUTRAL TO 28'0"

POLE NO	228338-165610
NEUTRAL	29'2"
SECONDARY	26'5"
F/O #6	26'1"
014	25'6"
004	24'6"
FTR #1	23'4"
FTR #2	22'3"
ELI OVERLASH	25'6"

*POLE BONDED
*PWR MR-NEED TO RAISE SECONDARY TO 29'0"

*PWR MR-NEED TO RAISE SECONDARY MID-SPAN

POLE NO	228325-165609
NEUTRAL	25'8"
F/O #6	25'1"
014 ARM	23'9"
004	23'5"
FTR #1	22'10"
FTR #2	21'9"
ELI OVERLASH	23'9"

*POLE BONDED
*PWR MR-NEED TO RAISE NEUTRAL TO 28'5"

POLE NO	228311-165609
NEUTRAL	24'11"
F/O #6	24'0"
014 ARM	23'0"
004	20'10"
FTR #1	19'8"
FTR #2	18'10"
P2P (S)	17'10"
ELI OVERLASH	23'0"

*PWR MR-NEED TO RAISE NEUTRAL TO 27'4"

CONSTRUCTION NOTES:

1 OVERLASH (1) ELI FIBER CABLE TO EXISTING ELI FIBER CABLE PER SNOPUD AND PSE REQUIRMENTS.

PLAN VIEW F

Know what's below. Call before you dig.

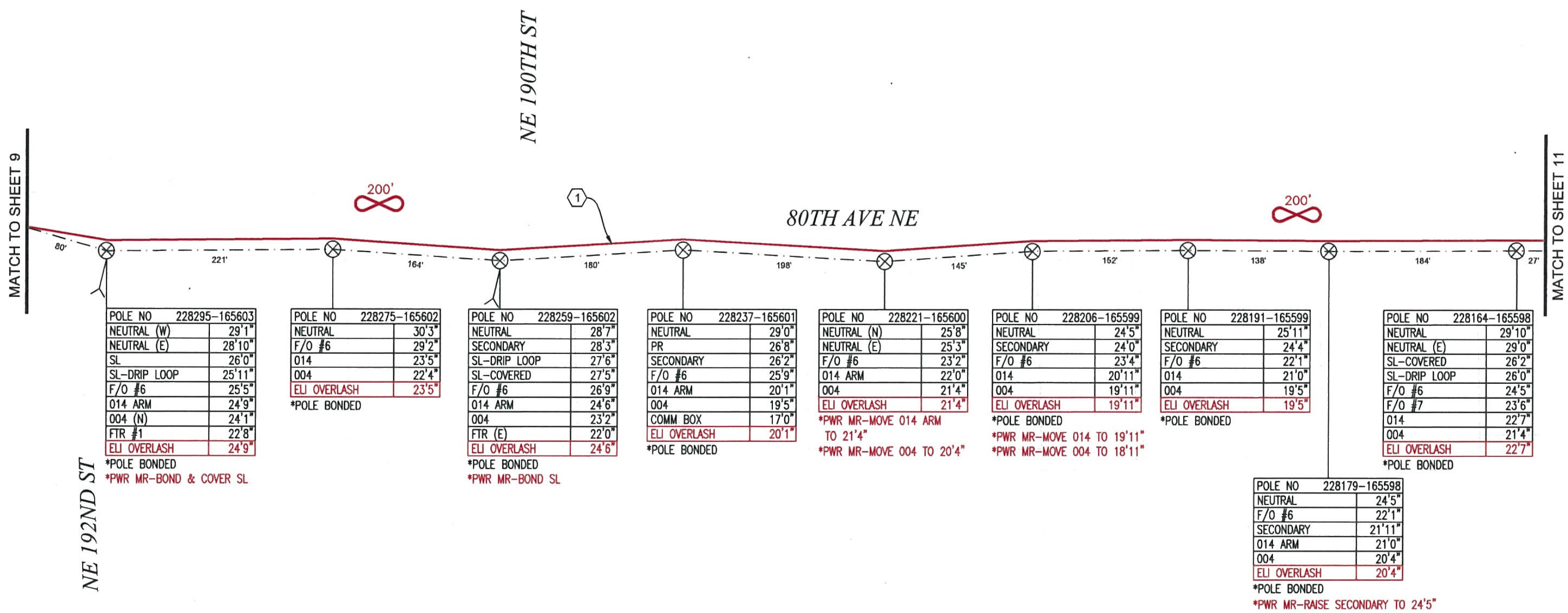
0 50' 100'
SCALE: 1"=100'

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc.

MGC TECHNICAL CONSULTING INC

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 9 OF 12



CONSTRUCTION NOTES:

(1) OVERLASH (1) ELI FIBER CABLE TO EXISTING ELI FIBER CABLE PER SNOPUD AND PSE REQUIRMENTS.

Know what's below. Call before you dig.

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS–BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

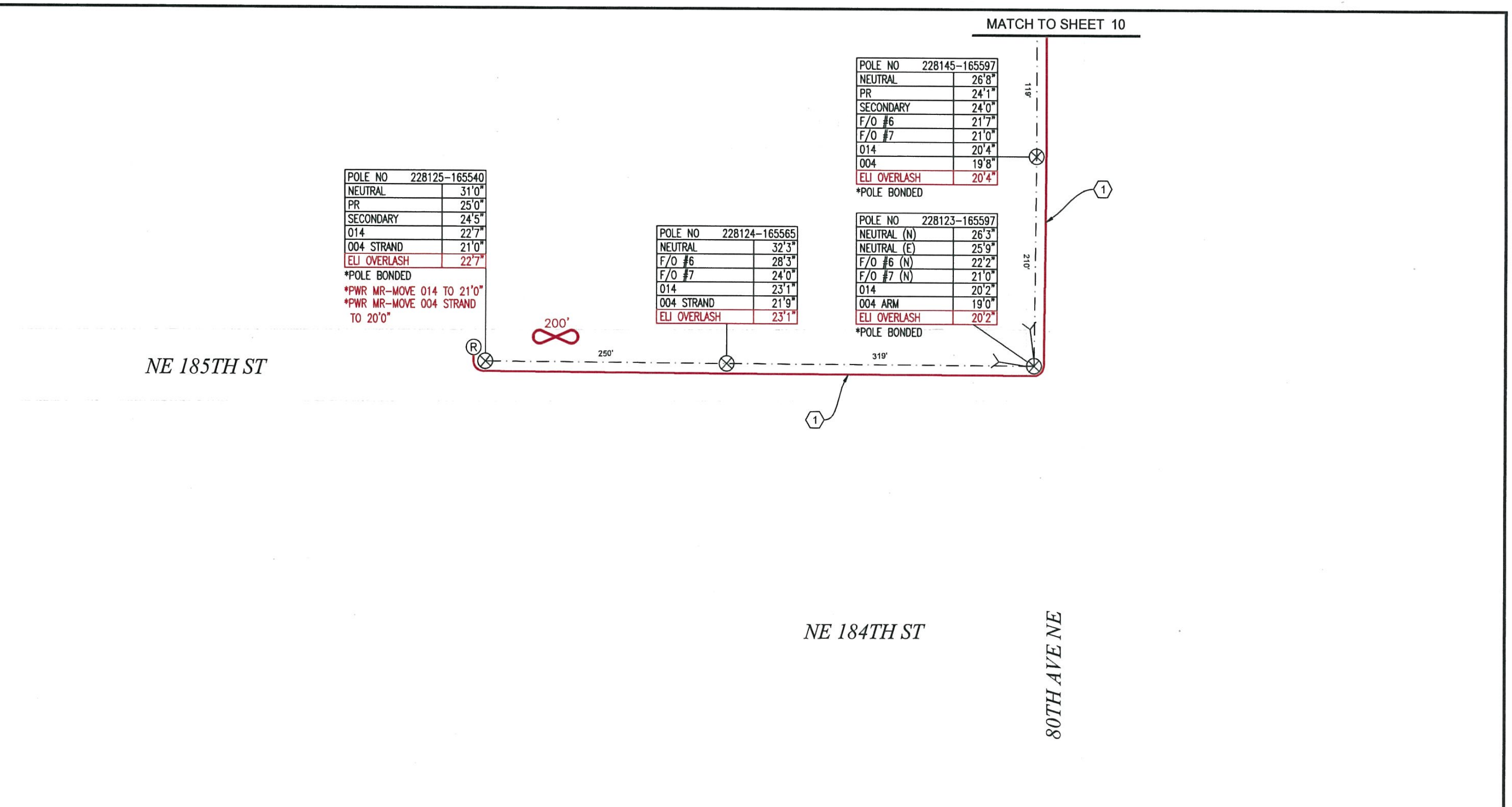
G&L Utility Contractors, Inc.

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg

0 50' 100'
SCALE: 1"=100'

CONFIDENTIAL/PROPRIETARY SHEET: 10 OF 12

PLAN VIEW G



CONSTRUCTION NOTES:

(1) OVERLASH (1) ELI FIBER CABLE TO EXISTING ELI FIBER CABLE PER SNOPUD AND PSE REQUIRMENTS.

PLAN VIEW H

Know what's below. Call before you dig.

0 50' 100'

SCALE: 1"=100'

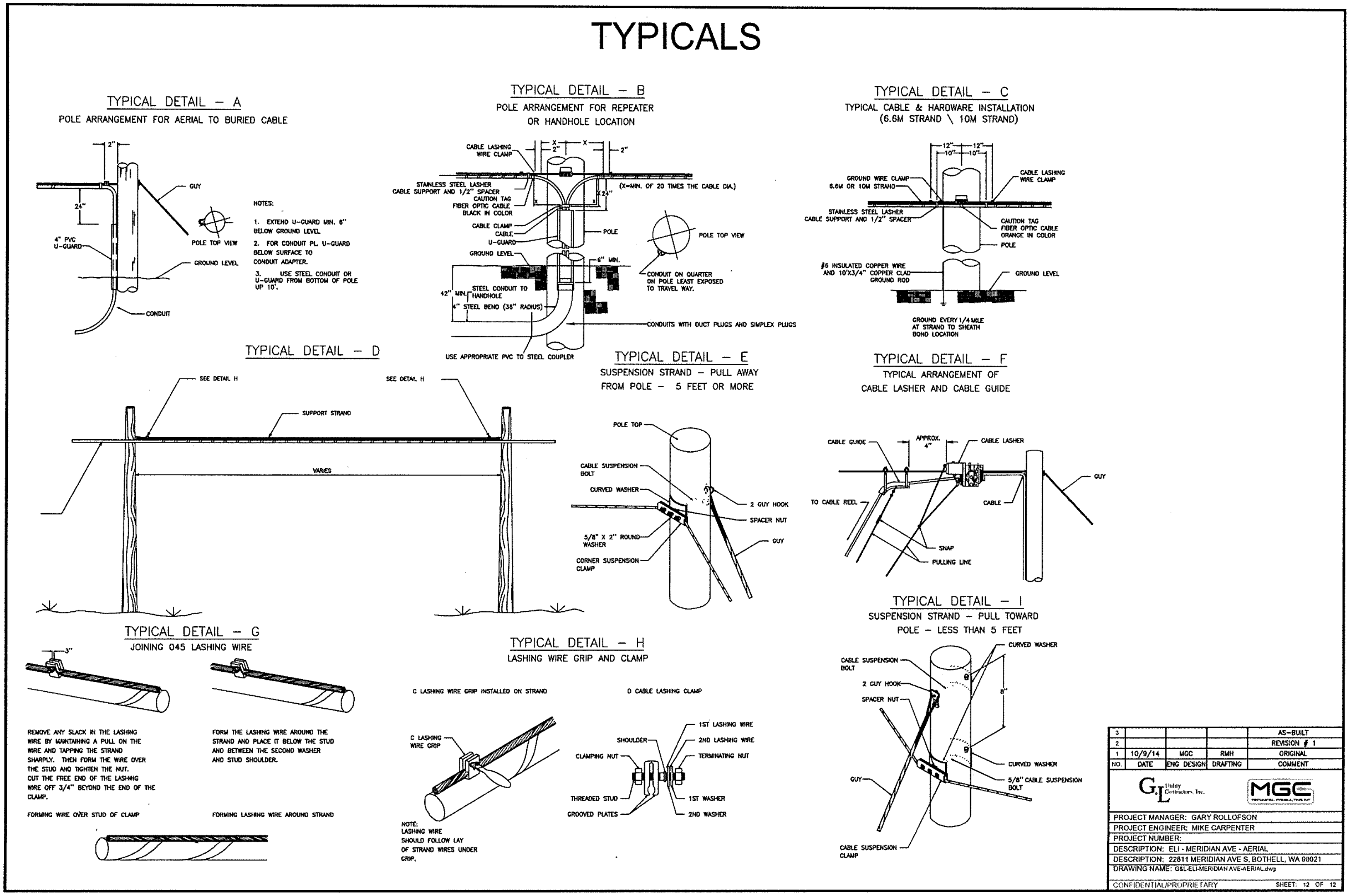
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS–BUILT
2				REVISION # 1
1	10/9/14	MGC	RMH	ORIGINAL

G&L Utility Contractors, Inc.

MGC Technical Consulting Inc

PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg

 SHEET: 11 OF 12


TYPICALS
TYPICAL DETAIL – A
POLE ARRANGEMENT FOR AERIAL TO BURIED CABLE
TYPICAL DETAIL – B
POLE ARRANGEMENT FOR REPEATER OR HANDHOLE LOCATION
TYPICAL DETAIL – C
TYPICAL CABLE & HARDWARE INSTALLATION (6.6M STRAND \ 10M STRAND)
TYPICAL DETAIL – D
TYPICAL DETAIL – E
SUSPENSION STRAND – PULL AWAY FROM POLE – 5 FEET OR MORE
TYPICAL DETAIL – F
TYPICAL ARRANGEMENT OF CABLE LASHER AND CABLE GUIDE
TYPICAL DETAIL – G
JOINING 045 LASHING WIRE
TYPICAL DETAIL – H
LASHING WIRE GRIP AND CLAMP
TYPICAL DETAIL – I
SUSPENSION STRAND – PULL TOWARD POLE – LESS THAN 5 FEET
AS-BUILT
REVISION # 1
10/9/14
MGC
RMH
ORIGINAL
NO. DATE ENG DESIGN DRAFTING COMMENT
PROJECT MANAGER: GARY ROLLOFSON
PROJECT ENGINEER: MIKE CARPENTER
PROJECT NUMBER:
DESCRIPTION: ELI - MERIDIAN AVE - AERIAL
DESCRIPTION: 22811 MERIDIAN AVE S, BOTHELL, WA 98021
DRAWING NAME: G&L-ELI-MERIDIAN AVE-AERIAL.dwg
CONFIDENTIAL/PROPRIETARY
SHEET: 12 OF 12

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0394

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AUTHORIZING AND GRANTING THE ELECTRIC LIGHTWAVE, LLC DBA ELI WHOLESALE, A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR AND REPLACE A TELECOMMUNICATIONS (FIBER OPTIC) SYSTEM IN, UPON, ABOVE, UNDER, ALONG, ACROSS AND THROUGH PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENMORE, WASHINGTON, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Electric Lightwave, LLC dba ELI Wholesale ("Franchisee" or "ELI"), has requested the City to grant it the right to install, operate and maintain a telecommunications (fiber optic) system within the public rights-of-way of the City; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the public rights-of-way; and

WHEREAS, RCW 35A.47.040 grants the City the broad authority to grant non-exclusive franchises; and

WHEREAS, in order to maintain control over the use of public rights-of-way by utilities operating within the City, it is appropriate to enter into franchise agreements with such utilities; and

WHEREAS, ELI is such a utility, and it has negotiated a franchise agreement with the City acceptable to both parties; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of its citizens to grant a non-exclusive franchise to ELI for the operation of a fiber optic system within the City's public rights-of-way;

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

Section 1. Recitals Incorporated. The Recitals set forth above are herein incorporated by reference as if set forth in full.

Section 2. Finding of Public Interest. The City Council hereby finds that the Non-Exclusive Telecommunications Franchise with Electric Lightwave, LLC dba Integra Wholesale ("Franchisee" or "ELI"), attached hereto as Exhibit A, and herein incorporated by reference as if set forth in full, is in the public interest.

Section 3. Franchise Authorized. The City Council hereby accepts and authorizes the City Manager to enter into the attached franchise agreement, Exhibit A, granting ELI to construct, operate and maintain a telecommunications (fiber optic) system in, across, under, upon, along and over public roads and rights-of-way of the City of Kenmore.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

APPROVED by the City Council this _____ day of __________, 2015.

____
David Baker, Mayor

ATTEST/AUTHENTICATED:

____
Patty Safrin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY ___________________________
Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
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ORDINANCE NO. 15-0394

EXHIBIT A TO ORDINANCE 15-0394

NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE WITH ELECTRIC LIGHTWAVE, LLC DBA INTEGRA WHOLESALE_____

THIS TELECOMMUNICATIONS FRANCHISE (this "Franchise") is entered into on ______________, 2015 by and between the City of Kenmore, a municipal corporation ("City") and Electric Lightwave, LLC dba Integra Wholesale ("Franchisee" or "ELI").

Section 1. Recitals Incorporated. The recitals set forth in Ordinance No. 2015-___ are incorporated herein as if set forth in full.

Section 2. Definitions.

A. "Franchisee" means Electric Lightwave, LLC dba Integra Wholesale (or "ELI"), and its heirs, successors and assigns.

B. "City" means the City of Kenmore, a municipal corporation of the State of Washington.

C. "Franchise Area" means: any, every and all of the public roads, streets, avenues, alleys, highways, grounds and rights-of-way of the City as now laid out, platted, dedicated or improved; and any, every and all public roads, streets, avenues, alleys, highways, grounds, and rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended; provided, the Franchisee Area shall not include or convey any right to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area.

D. "Facilities" means Franchisee's wires, lines, conduits, cables, communication and signal lines, vaults and all necessary or convenient facilities and appurtenances, located in, upon, above or under the Franchise Area. Franchisee shall provide the City with plans depicting all Facilities that are planned to be constructed and maintained pursuant to this Franchise.

E. "Ordinance" means Ordinance No. 2015-_____ , which authorized and granted this Franchise.

Section 3. Franchise Granted. Pursuant to RCW 35A.47.040, the City hereby grants to Franchisee, subject to the terms and conditions hereinafter set forth, the right, privilege, authority, and franchise to:

A. Construct, connect and install Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, above, under, along, across, and through the Franchise Area for purposes of providing telecommunication (fiber optic) services ("Telecommunication Services"); and

B. Charge and collect tolls, rates and compensation for such Telecommunication Services and such uses as authorized by the Federal Communications Commission (FCC) and/or the Washington Utilities and Transportation Commission (WUTC).

C. Nothing in this Franchise shall be deemed to grant, convey, create or vest a real property interest in land to or in Franchisee, including any fee or leasehold interest or easement rights.

Section 4. Use — Maintenance of Facilities in Franchise.

A. Franchisee is creating a fiber optic system, consisting partially of Facilities within the City. Franchisee may locate its Facilities anywhere in the Franchise Area consistent with the City's regulations and subject to applicable permit requirements. Franchisee will not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area.

B. Franchisee's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as to provide for safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City. Priority shall be given to use of those rights-of-way in the Franchise Area where construction of the Facilities can be coordinated with other City and private construction activities, will least impact the existing condition of the Franchise Area, will least impact traffic during construction, and will least impact adjacent neighborhoods during construction and after installation.

C. Whenever it shall be necessary for Franchisee to engage in any work within the Franchise Area, Franchisee shall apply for all necessary City permits and authorizations to do such work, and shall, except where expressly provided otherwise herein, comply with all requirements and conditions of this Franchise and such permits and authorizations, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition prior to such work, or as otherwise required by the Public Works Department and/or Community Development Department as a condition of the permit(s). Such permits and authorizations shall also be subject to any other applicable City ordinances, resolutions, codes, policies, and standards.

D. Before undertaking any of the work or improvements authorized by this franchise, Franchisee shall furnish a bond executed by Franchisee and a corporate surety authorized to do a surety business in the State of Washington, with an AM Best rating of A XII in a sum to be set and approved by the City Manager or his/her designee as sufficient to insure performance of the Franchisee's obligations under this franchise, conditioned that the Franchisee shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of the Franchisee's obligations under this Franchise; Any surface or subsurface failure occurring during the term of this Franchise and caused by any excavation by Franchisee shall be repaired to the City's specifications, within fifteen (15) days or upon five (5) days written notice to ELI; the City shall order all necessary work to restore the damaged area to a safe and acceptable condition and Franchisee shall pay the reasonable costs of such work to the City; and shall restore the rights-of-way or property within the period of time specified by the City Manager or his/her designee in the permit issued for such work.

E. Franchisee shall, after construction, maintenance or repair of its Facilities, restore any disturbed right-of-way to City specifications and standards generally applicable to all utilities utilizing City right-of-way. All concrete encased recorded monuments which have been disturbed or displaced by such work shall be restored pursuant to City standards and specifications. Franchisee agrees to promptly complete restoration work and to promptly repair any damage caused by such work to the right-of-way at its sole cost and expense. Such restoration responsibility shall continue for a period of time to correspond to the remaining life of the pavement and/or surface in which the work was done, as indicated in the permit. In the event Franchisee fails to restore the Franchise Area to its condition as required herein, the City shall provide written notice to Franchisee of such failure and provide Franchisee ten (10) days from receipt of such notice to begin curing the failure ("Restoration Period"). In the event Franchisee fails to restore the Franchise Area following the Restoration Period, City may, but is not obligated to, make such repairs or restoration to such Franchise Area and bill Franchisee for the cost of such restoration, including the cost of labor and equipment. Franchisee shall pay such bill to the City within thirty (30) days of receipt. In the event of non-payment thereafter, Franchisee shall pay the City's attorneys' fees and other costs incurred in collecting such amount.

F. After the work is completed, Franchisee shall provide to the City, upon request and at no cost to the City, a copy of all as-built plans, maps, and records of the Facilities. Nothing provided herein shall in any way limit the City's authority to otherwise exercise its police powers or other lawful authority.

<u>Section 6</u>. <u>Technological Changes</u>. The City may elect to review, at intervals not less than three (3) years, Franchisee's Facilities and services in light of reasonable City needs and interests. Should such review identify a needed change in facilities and/or service provision, Franchisee shall meet and confer with representatives of the City concerning any identified communications requirements of the City that Franchisee might fulfill.

Section 7. City Reservation of Police Powers. The City reserves unto itself the right and power at all times to exercise its police powers as specifically pertains to the time, manner, and placement of Franchisee's Facilities.

Section 8. Relocation of Facilities.

A. Whenever the City undertakes (as a public works project or causes to be undertaken at City expense) the construction of any public works improvement within the Franchise Area and such public works improvement necessitates the relocation of Franchisee's then existing Facilities within the Franchise Area, the City shall:

1. Provide Franchisee written notice requesting such relocation no later than ninety (90) days prior to the City's commencement of activities requiring such relocation; and

2. Provide Franchisee with copies of pertinent portions of the City's plans and specifications for such public works improvement.

After receipt of such notice and such plans and specifications, Franchisee shall relocate such Facilities within the Franchise Area as designated by the City Manager or his/her designee in accordance with the City's Public Works Standards at Franchisee's sole expense. Franchisee shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's project at no charge to the City. Relocation shall be accomplished in such a manner as to accommodate the City's project.

B. Whenever any person or entity, other than the City, requires the relocation of Franchisee's Facilities to accommodate the work of such person or entity within the Franchise Area; or, the City requires any person or entity to undertake work (other than work undertaken as a public works project or at the City's cost and expense) within the Franchise Area and such work requires the relocation of Franchisee's Facilities within the Franchise Area, then Franchisee shall have the right as a condition of any such relocation to require such person or entity to:

1. Make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all reasonable costs and expenses incurred by Franchisee in the relocation of Franchisee's Facilities; and

2. Indemnify and hold Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Franchisee's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Franchisee's Facilities or the negligence of the agents, servants or

employees of the person or entity requesting the relocation of Franchisee's Facilities.

C. Any condition or requirement imposed by the City upon any person or entity, other than Franchise (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Franchisee's Facilities within the Franchise Area shall be a required relocation for the purposes of Paragraph B of this section.

D. Nothing in this Section 8 "Relocating of Facilities" shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Facilities then existing under benefit of easement or other recorded rights or licenses and not within the Franchise Area.

E. Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Franchisee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Franchisee shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Franchisee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 9. Undergrounding of Facilities. Franchisee acknowledges that the City's policy requires the undergrounding of Facilities within the Franchise Area. Franchisee shall comply with the City's lawful policies and regulations concerning the undergrounding of Facilities within the Franchise Area to the extent such policies and regulations apply to Franchisee and its Facilities.

Section 10. Reimbursement of Costs.

A. Pursuant to RCW 35.21.860, Franchisee shall reimburse and pay to the City the amount of actual administrative expenses incurred by the City which are directly related to the receipt, drafting, processing and approval of this Franchise, all permit(s) and license(s), to inspecting plans and construction, and to the preparation of documents and statements prepared pursuant to Chapter 43.21C of the RCW, including but not limited to consultants, City Staff and City Attorney's Office. As such expenses are incurred by the City, the City shall submit to Franchisee statements/billings for such expenses. Franchisee shall make payment to the City in reimbursement of such expenses within thirty (30) days of the receipt of such statements/billings. In the event of non-payment thereafter, Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred in collecting such amount.

B. No permits shall be issued for the installation of the Facilities authorized by this Franchise until such time as the City has received reimbursement and payment for its administrative expenses.

C. In addition to the above, the Franchisee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving Franchisee's Facilities.

Section 11. Reservation of Rights.

A. Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865. This Franchisee is premised upon the City and Franchisee's understanding that the activities proposed by the Franchisee constitute a "telephone business." As such, the rights granted under this Franchise are not conditioned upon payment of compensation in addition to reimbursement of administrative expenses as set forth in Section 10. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein.

B. The City hereby reserves its right to impose a franchise fee or tax on Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, if Franchisee's operations are not those of a telephone business as defined in RCW 82.04.065, if a court of jurisdiction determines that such fees are permissible, or if statutory and regulatory prohibitions on the imposition of such fees are removed. The City also reserves its right to require that Franchisee obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate Franchisee's operations, as allowed under applicable law.

Section 12. Indemnification.

A. Franchisee hereby releases, agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, consultants, representatives and agents (collectively referred to as the "City"), from any direct claims, actions, injuries, demands, liabilities, losses, costs, damages, judgments, awards or liability (collectively referred to as "Claims") made against the City on account of bodily injury, sickness or death of any person or damage to property, directly caused by or arising out of the negligence acts or omissions or willful misconduct of Franchisee or its agents, servants, officers, independent contractors, or employees (collectively called "Franchisee") in the exercise or performance of the rights granted by under this Franchise. Provided, however, that in the event any Claims be presented to or filed with the City, the City shall promptly notify Franchisee thereof, and Franchisee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim, provided further, that in the event any suit or action is filed against the City based upon any such claim or demand, the City shall likewise promptly notify Franchisee thereof, and Franchisee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

B. Franchisee's indemnification obligations pursuant to this Section shall include assuming potential liability for actions brought by Franchisee's own employee's and the employee's of Franchisee's employees, agents, servants, officers, independent contractors, or subcontractors even though Franchisee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to Claims against the City arising by virtue of Franchisee's exercise of the rights set forth in this Franchise. The obligations of Franchisee under this Subsection B have been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Franchisee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prompt written notice by the City of any such Claims, said indemnification obligations shall extend to Claims which are not reduced to a suit and any Claims which may be compromised, with Franchisee's consent, prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, provided that Franchisee shall not be liable for such settlement of other compromise unless it has consented thereto.

D. In the event Franchisee refuses the tender of defense in any suit or any Claims, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been wrongful refusal on the part of Franchisee, then if Franchisee does not immediately tender defense, Franchisee shall pay all of the City's reasonable costs for defense of the action, including, if incurred, all reasonable expert witness fees, costs, and reasonable attorneys' fees, and the reasonable costs of the City and reasonable attorneys' fees of recovering under this indemnification Subsection.

E. The provisions of this Section, however, are not to be construed to require the Franchisee to hold harmless, defend or indemnify the City as to any Claims which arises out of the negligence, willful misconduct or criminal acts of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

F. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the public rights-of-way and upon City-owned property from activities conducted by the City, except to the extent any such damage or destruction is caused by or arises from any negligent, willful, malicious or criminal actions, or omissions on the part of the City. Franchisee further agrees to indemnify, hold harmless and defend the City against all Claims, including but not limited to business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful, malicious or criminal actions, or omissions on the part of the City.

G. This section shall survive the expiration, revocation or termination of this Franchise.

<u>Section 13</u>. <u>Termination</u>.

A. If Franchisee shall fail to comply with the provisions of this Franchise, the City may serve upon Franchisee a written order to so comply within thirty (30) days from the date such order is received by Franchisee. If Franchisee is not in compliance with this Franchise after expiration of the thirty (30) day period, the City may, by ordinance, declare an immediate termination of this Franchise, provided however, if any failure to comply with this Franchise by Franchisee cannot be corrected with due diligence within the thirty (30) day period (Franchisee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then Franchisee may apply to the City for an extension of time within which Franchisee may so comply, the City's approval of any extension of time applied for by Franchisee not to be unreasonably withheld.

B. In addition to other remedies provided herein, if Franchisee is not in compliance with the requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Franchisee right-of-way permits until compliance is achieved as determined by the City.

<u>Section 14</u>. <u>Nonexclusive Franchise</u>. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not, in any manner, prohibit or prevent the City from granting other and further franchises over, upon, and along the

Franchise Area. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City or any of its powers, rights or privileges over the same or any part thereof.

Section 15. Franchise Term. This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the Ordinance, with up to two (2) ten (10) year term extensions thereafter, as follows: the term extensions would be automatic unless, not less than ninety (90) days prior to the termination of the current terms or extension, either side gives notice of its intention to terminate or renegotiate the terms of the Franchise. It is further provided, however, that Franchisee shall have no rights under this Franchise nor shall Franchisee be bound by the terms and conditions of this Franchise unless Franchisee shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of the Ordinance.

Section 16. Assignment. Franchisee may assign its rights, benefits, and privileges in and under this Franchise, subject to and conditioned upon approval of the City, which approval will not be unreasonably withheld or delayed. Any assignee shall, no later than thirty (30) days of the date of any proposed assignment, file written notice of intent to assign the Franchise with the City together with the assignee's written acceptance of all terms and conditions of the Franchise and promise of compliance. Notwithstanding the foregoing, Franchisee shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits, and privileges in and under this Franchise to the Trustee for its bondholders and assign to any subsidiary, parent, affiliate or company having common control with Franchisee so long as notice of same is provided to the City and provided Franchisee remains fully liable to the City for compliance with all the terms and conditions hereof until such time as the City shall consent to such assignment as provided above.

Section 17. Insurance. Franchisee shall obtain and keep in force during the term of the Franchise commercial general liability insurance policies with insurance companies which have an A. M. Best's rating of "A-VI" or better, and who are reasonably approved by the insurance commissioner of the State of Washington pursuant to Title 48 RCW.

Prior to the execution of the Franchise, Franchisee shall purchase a commercial general liability insurance policy meeting the requirements set forth herein. Franchisee shall file with the City a certificate of insurance evidencing such policies to be in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein. Franchisee's failure to fully comply with the requirements regarding insurance will be considered a material breach of the Franchise and shall be cause for termination of the Franchise pursuant to Section 13 herein.

Such insurance shall name the City as an additional insured and shall provide coverage to the City and its elected and appointed officials, employees, agents and professional consultants, including its consulting engineers and attorney. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of Franchisee, its subcontractors, agents, or employees.

The insurance shall be maintained in full force and affect at Franchisee's sole expense throughout the term of the Franchise.

The Franchisee shall provide the City at least forty-five (45) days written notice of cancellation, non-renewal, material reduction or a material modification of such insurance coverage. Such notice to the City shall be by certified mail.

The coverages provided by Franchisee's insurance policies shall be primary to any insurance maintained by City except as to losses or damages attributable to the sole negligence of the City. Any insurance maintained by City that might relate to this franchise shall be in excess to Franchisee's insurance and shall not contribute with or to it.

Franchisee's insurance policies shall protect each insured in the same manner as though a separate policy has been issued to each. Inclusion of more than one insured shall not affect the rights of any insured as respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

Franchisee's insurance policies shall not contain deductible or self-insured retentions in excess of $10,000 unless approved by City in writing.

The provision of the coverage in the stated amount shall not be construed to relieve Franchisee from liability in excess of such limits.

Franchisee shall maintain Worker's Compensation Insurance and/or Longshore and Harbor Workers insurance as required by state or federal statute. Franchisee's Labor and Industries account number shall be noted on the certificate of insurance. Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any work therein. The services of the City's or City's consultant personnel in conducting construction review of Franchisee's work relating to the Franchise is not intended to include review of the adequacy of Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes. Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.

The contractual coverage of Franchisee's insurance policies shall be sufficiently broad enough to insure the provisions of the indemnity/hold harmless clause of the Franchise subject to the terms and conditions of the insurance policies.

Types and limits of insurance required:

1. Commercial General Liability
   $2,000,000 combined Single Limit Bodily Injury and Property Damage
   Employees and Volunteers as Additional Insured
   Premises and operations
   Broad form property damage including underground, explosion and collapse hazard (XCU)
   Products completed operations (through guaranty period)
   Contractual Liability
   Subcontractors
   Personal Injury and Advertising Injury
   Employers liability (Stop gap)

2. Automobile Liability
   $1,000,000 per accident bodily injury and property damages liability, covering any owned automobile, hired automobiles, non-owned automobile

3. Umbrella Liability
   $2,000,000 per occurrence
   $2,000,000 aggregate

4. Professional Liability
   $1,000,000 per claim and $1,000,000 policy aggregate limit for all professional employed or retained by Franchisee to perform services under this Franchise.

Section 18. Maps and Records. After construction is complete, the Franchisee shall provide the City with accurate copies of as-built plans and maps in a form and content acceptable to the City Manager or his/her designee. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in Autocad, ArcGIS.MDB or other readable formats approved by the City.

Section 19. Excavations.

A. During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

B. Franchisee and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. Franchisee and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities with the Franchise Area.

If at any time, or from time to time, either Franchisee or the City, or another Franchisee, shall cause excavations to be made within the Franchise Area, the part causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(A) Such joint use shall not unreasonable delay the work of the party causing the excavation to be made;

(B) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

(C) The City reserves the right to not allow open trenching for five (5) years following street overlay or improvement project. Franchisee shall be given written notice at least one hundred and eighty (180) days' prior to the commencement of the project. Required trenching due to an emergency will not be subject to the five (5) year street trenching prohibition.

The City reserves the right to require Franchisee to join trench with other facilities if both parties are anticipating trenching within the same franchise area and provided that the terms of (A) and (B) above are met.

Section 20. Dangerous Conditions, Authority for City to Abate.

A. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the City Manager or his/her designee may direct Franchisee, at its sole cost, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time.

B. In the event Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact

Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, adjacent streets, street utilities, public property or maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this franchise.

Section 21. Attorneys' Fees. In the event that either party commences litigation or arbitration proceedings against the other party relating to the performance or alleged breach of this Franchise, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees incurred, relating to such litigation, including those incurred in the event of any appeal.

Section 22. Forum. Any litigation filed by either party arising out of or relating to this Franchise shall be filed in King County Superior Court.

Section 23. Franchise Expiration. In the event the use of any Franchise property is permanently discontinued or no Franchise has been obtained therefore upon expiration of this Franchise, or within six (6) months after any termination of this Franchise, Franchisee shall promptly remove from the Franchise Area all of its Facilities at Franchisee's sole cost and expense except those installations that the City may permit to be temporarily or permanently abandoned. If Franchisee is unable to effect removal within that six month period due to unavoidable delays or events beyond its control (including, without limitation, Acts of God, labor strikes, or the failure or delay of a governmental jurisdiction to issue permits necessary to effect such removal), then Franchisee may apply to the City for an extension of time to effect such removal, the City's approval of any extension of time not to be unreasonably withheld.

Section 24. Security Device to Insure Performance.

A. Franchisee shall, within ten (10) days after its acceptance of this Franchise, file with the City and at all times thereafter maintain in full force and effect a security device (such as a bond, letter of credit, or other security) in a manner and form acceptable to the City, effective for a two (2) year period, with automatic renewals, throughout the term of this Franchise.

B. The security device shall be submitted to the City prior to issuance of any right-of-way permits relating to the Facilities, and shall be a condition of such permit approval.

C. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and surety of such security device any damages suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of facilities hereinabove described, up to the full amount of the said bond, said condition to be a continuing obligation for the duration of this Franchise and thereafter until Franchisee has discharged all of its obligations within the City which may have arisen from the acceptance of such Franchise by Franchisee or from its exercise of any such privilege herein granted.

D. The security device filed in accordance with the requirement of this section shall be in the amount of One Hundred Thousand Dollars and No/100 ($100,000.00). In the event of substantial change in volume of street space occupied by Franchisee's Facilities, the City may require a corresponding change in the amount of such security device. If the amount of the security device is depleted below $100,000.00 for any reason, then Franchisee shall restore it to the full amount required herein within thirty (30) days of such depletion.

Section 25. Miscellaneous.

A. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation of construction of the provisions of such sections or paragraphs.

B. Franchisee agrees, as a condition of the granting of this Franchise, that it shall comply with all applicable laws of the State of Washington, and shall pay, in a timely manner, all taxes, fees and costs legally imposed on Franchisee in connection with the activities, properties, and operations of the Franchise.

Section 26. Recordation. This Franchise shall be recorded with the King County Auditor as provided in RCW 39.34. The provisions and terms of this Franchise are agreed to and hereby accepted. The City and Franchisee each respectively represent that their signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 27. Notice. Any notice or information required or permitted to be given to the parties under this Franchise Agreement may be sent to the following addresses unless otherwise specified.

City of Kenmore	ELI ______
Attn: City Manager	Attn: _______
18120 68th Avenue NE	____________
Kenmore, WA 98028	____________

Section 28. Authorization. The undersigned respectively represent and warrant that its signatory is duly authorized and empowered to sign this Franchise Agreement.

IN WHITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed as of the ____ day of __________, 2015.

CITY OF KENMORE	FRANCHISEE
By:_________________________	By:_________________________
Its:_________________________	Its:_________________________
Dated: _______________________	Dated: _______________________

STATEMENT OF ACCEPTANCE

Electric Lightwave, LLC dba Integra Wholesale (or "ELI"), for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached to Ordinance No. 2015-0394, and hereby incorporated by reference.

Electric Lightwave, LLC dba Integra Wholesale

By: ______________________________

Its: ______________________________

Title: ____________________________

Dated: ____________________

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

On this ________ day of ___________________, 2015, before me the undersigned, a Notary of Public in and for the State of Washington, duly commissioned and sworn, personally appeared, ____________________________ of Electric Lightwave, LLC dba Integra Wholesale, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

DATED: ________________________________

____

NAME:__________________________________
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: ___________________