



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, May 18, 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 MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PRESENTATION

- A. Introduction of New City of Kenmore Employees to City Council

VI. PROCLAMATION

- A. Public Works Week - May 17 - 23, 2015
[Proclamation](#)

VII. 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.

VIII. CONSENT AGENDA

- A. Approve Check Nos. 32035 - 32114 Totaling \$323,530.20 and Electronically Transferred Payroll Funds in the Amount of \$70,552.43 and Payroll Check Nos. 7441 and 7442 totaling \$3,201.54 for the Period Ending May 8, 2015
[Checks for Approval](#)
- B. Adopt Ordinance No. 15-0397, Telecommunications Franchise Agreement with Astound Broadband LLC, dba Wave
[Agenda Bill & Attachment](#)

- C. Adopt Resolution No. 15-258 Granting Final Plat Approval for Double Eagle
[Agenda Bill & Attachments](#)
- D. Adopt Resolution No. 15-259 Granting Final Plat Approval for Pearson Estates
[Agenda Bill & Attachments](#)
- E. Authorize the City Manager to Execute Amendment No. 3 to Contract No. 14-C1324 with Hewitt Architects for Professional Services
[Agenda Bill & Attachments](#)

IX. BUSINESS AGENDA

- A. Adopt Resolution No. 15-261 Authorizing the City's Designated Representative to the Board of Directors of the Emergency Services Coordinating Agency (ESCA) to Vote to Dissolve the Agency and to Terminate the ESCA Interlocal Agreement Effective December 31, 2015 - Bryan Hampson, Development Services Director
[Agenda Bill & Attachments](#)

X. STAFF REPORT

XI. COUNCILMEMBER REPORTS & COMMENTS

XII. COUNCILMEMBER INITIATIVES

XIII. ADJOURNMENT

Upcoming Meetings:

Tues., May 19, 2015 Planning Commission Regular Mtg. CANCELED

Tues., May 26, 2015 City Council Regular Holiday Schedule Mtg.
CANCELED

Mon., June 1, 2015 7:00 p.m. City Council & Planning Commission Special Joint Mtg.

City of Kenmore, Washington Proclamation

WHEREAS, public works services provided to our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, stormwater, sewers, streets and highways, public buildings, parks and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the peoples' attitudes and understanding of the importance of the work they perform; and

WHEREAS, the City is grateful for our Kenmore Public Works Employees, including those with the City of Lake Forest Park and King County, for demonstrating excellence in their provision of public works services; and

WHEREAS, the City appreciates our Public Works service providers, including Northshore Utility District, Puget Sound Energy, and Republic Services for their excellent customer service to our citizenry;

WHEREAS, the City values, respects and appreciates the design, survey, permitting, right-of-way acquisition, investigation, and construction management services provided by our consultants and service providers: Osborn Consulting Inc., Pertee Inc., HDR Engineering Inc., Jacobs Engineering Group Inc., Universal Field Services Inc., HWA GeoSciences Inc., Innovac, KBA, Fehr & Peers, The Watershed Company, Gray & Osborne Inc., Hewitt, Graham Baba, and AltaTerra,

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, Washington, on behalf of the City Council, am pleased to proclaim the week of May 17-23, 2015 to be

"National Public Works Week"

in the City of Kenmore, and I call upon all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which our public works staff and consultants make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, signed this 18th day of May, 2015.

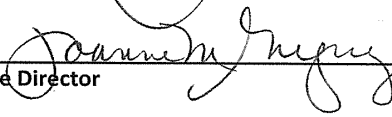
Signed: _____
David Baker, Mayor

Attested: _____
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 32035-32114 which total \$323,530.20, and electronically transferred payroll funds totalling \$70,552.43, and payroll ck #'s 7441 & 7442 which total \$3,201.54, are just, due and unpaid obligations against the City of Kenmore/KingCounty/Washington, and that I am authorized to authenticate and certify to said claims.


 City Manager 5/13/2015
 Date


 Finance Director 5/13/15
 Date

Check #	Vendor Name	Description	Check Amount
32035	BANNER BANK NO	Hotel, Incubator, Taxi, & Busines Expense	603.27
32036	BANNER BANK KENMORE	Computer, Training, Software	1,213.86
32037	BANNER BANK KENMORE	Computer Monitors & Hard Drives	556.73
32038	BANNER BANK VAN NESS	NLC Hotel, Meals, Transportation & Registration	3,247.18
32039	BANNER BANK BAKER	NLC Hotel, Taxi, Meals, & Transportation	2,348.96
32040	CITY OF KENMORE	PERS Retro Reimbursement	13.34
32041	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	11,463.40
32042	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
32043	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,835.43
32044	DRS 457	Deferred Comp Payroll Deduction	420.00
32045	CITY OF KENMORE FS	Flexible Spending Medical Plans	334.21
32046	BANK OF AMERICA 941	Payroll Taxes	16,326.73
32047	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	13,737.71
32048	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
32049	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	23.73
32050	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	256.62
32051	SAMYN, DR. JEFFREY	Facility Rental Deposit Return	250.00
32052	UNITED STATES POSTMASTER	May Kenmore Newsletter Postage	1,571.30
32053	AMERICAN PLANNING ASSOCIATION	2015 APA Membership/Nancy Ousl	463.00
32054	ASSOCIATION OF WA CITIES	Annual Conference - Nancy Ousley	375.00
32055	CASCADE PEST CONTROL	April Rhododendron Park Service	142.35
32056	CITY OF BELLEVUE	1st Qtr 2015 MBP Surcharge	3,662.96
32057	CITY OF LAKE FOREST PARK	April 2015 Public Works Crew	73,977.51
32058	COASTWIDE LABORATORIES	Parks Materials	1,507.82
32059	REPUBLIC SERVICES	April Rhod. Park & City Hall Solid Waste	894.58
32060	FRUHLING SAND & TOPSOIL	Asphalt & Brush Dumping	77.50
32061	INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	Business Open House Music/ Cello Concert	100.00
32062	VOID	Void	-
32063	KING COUNTY FINANCE	March West Sammamish Bridge Monitoring	3,408.10
32064	KING COUNTY FINANCE	March Community Work Program	8,960.00
32065	KING COUNTY FINANCE	March Booking/Maint./Work Release	9,243.18
32066	MR. T'S TROPHIES	Name Plates & Name Tags	97.18
32067	HONEY BUCKET	May Squires Landing Rental	218.35

VIII. A. Approve Check Nos. 32035 - 32114 Totaling \$323,530....

32068	OFFICE DEPOT	Office Supplies	358.33
32069	VOID	Void	-
32070	PUGET SOUND ENERGY	Electricity/Street Lights/Gas Charges	1,793.66
32071	CEMEX	Asphalt for Berm/Pothole Repairs	237.62
32072	SEATTLE TIMES	Advertisements for Dev. Svcs & Engineering	883.56
32073	TOTAL LANDSCAPE CORP	April Parks & City Hall Landscape Maintenance	6,918.86
32074	VAN NESS, ALLAN	NLC Conf. Plane Ticket & Business Mileage	360.75
32075	MINZGHOR, NICHOLAS	Police Training/Hotel & Meals Reimbursement	341.94
32076	KING COUNTY PARKS	1st Qtr 2015 Historic Preservation	72.41
32077	KONICA MINOLTA BUSINESS SOLUTIONS	Copier Chgs 3/13-3/31 for SR522 West A/ KBA	158.09
32078	HDR	2/22-3/28 SR522 West A Professional Svcs	70,606.03
32079	SANDRA OWEN DESIGN	Bike to Work After Party Poster Design	300.00
32080	NORTHSHORE ROTARY CLUB	Jan-March Membership Dues	238.00
32081	GRAINGER	Marking Chalk	142.05
32082	TOPIA TECHNOLOGY/ BIS	May Web Hosting Services	200.00
32083	EVER-MARK, LLC	Target Zero Reflective Bike Straps	346.73
32084	JACOBS ENGINEERING GROUP	2/21-3/27 W. Samm Bridge Svcs.	1,148.07
32085	SHRED-IT	Document Destruction Services	52.72
32086	ALCALDE & FAY	April Government Affairs Consulting	5,320.80
32087	COMCAST	4/30-5/29 Incubator Internet/Voice	189.31
32088	SARAH ROBERTS	April Prosecution Services	10,508.04
32089	FRONTIER	4/28-5/27 City Hall Elevator Phone Service	591.08
32090	WELLS FARGO FINANCIAL	CH Photocopier Lease (Upstairs & Downstairs)	1,041.25
32091	HOPKINS, CRAIG	April Mileage Reimbursement	55.44
32092	DEVRIES, DENIS	April Mileage Reimbursement	34.72
32093	MILLER STEPHENS, MARY	Feb. Public Defense Svcs @ SCORE	1,250.00
32094	PERTEET INC.	Feb. 2015 On Call Engineering Services	12,423.71
32095	TERREBONNE LIMITED	Maintenance Worker Tools/Supplies	55.39
32096	SHERWIN-WILLIAMS CO. #8099	City Hall Paint	30.64
32097	WAGE WORKS	Flexible Spending Account Administration Fee	50.00
32098	ALPHAGRAPHICS US718	Engineering & Police Dept. Business Cards	354.98
32099	UTILITIES UNDERGROUND LOCATION CTR	April Utility Locate Services	238.65
32100	SHELTON, CINDY	Training & Meeting Mileage Reimbursement	42.55
32101	NORTHWEST MARINE TRADE ASSOCIATION	Membership Renewal	425.00
32102	OSBORN CONSULTING INC.	March Surface Water On-Call Services	31,796.83
32103	MOBILE MINI, INC.	4/27-5/24 Log Boom Container #1 &2	1,001.42
32104	BRIEN, GAYLYNN	Feb. Sales Tax Data Management	50.00
32105	ARC - PACIFIC NORTHWEST	Skate Park Documents	675.46
32106	CLK CONSTRUCTION LLC	Senior Center Electrical Work	1,318.16
32107	STARDOM SERVICES, INC.	April Incubator Janitorial Service	510.00
32108	MILLS, VIC	Security Deposit Refund	250.00
32109	HELMETS R US INC	Bike Helmets	296.75
32110	JOHNSON, WES	Videography Services-Video Editing	530.00
32111	MANTLE INDUSTRIES INC	Squires Landing Dock Ramp	3,277.34
32112	RM HOMES LLC	Building Permit Overpayment Refund	412.01
32113	WOODS, ROGER	ROW Agreement Cash Deposit Release	7,500.00
32114	JET CITY PRINTING	Postcards for Business Open House	251.85
7441	MARK MEARNS	Payroll Check	1,986.66
7442	QUINN PROFFITT	Payroll Check	1,214.88
5/1/2015	PAYROLL	Direct Deposit	70,552.43
			<u>\$ 397,284.17</u>

VIII. A. Approve Check Nos. 32035 - 32114 Totaling \$323,530....

2015	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2015
	A & A AIRPORT LIMOUSINE SERVICE		798.00
	A+ CONFERENCING		41.30
	A-1 LANDSCAPING & CONSTRUCTION, INC.		7,177.73
	AA ASPHALTING, INC		4,648.28
	AA PARTY RENTALS		370.07
	AAA PRINTING		723.80
	AABCO BARRICADE COMPANY INC.		849.78
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		184.52
	AFLAC		1,754.04
	ALCALDE & FAY		15,084.94
	ALLISON & PARTNERS		9,600.00
	ALPHAGRAPHICS US718		735.73
	AMERICAN GENERAL		1,774.88
	AMERICAN PLANNING ASSOCIATION		1,648.00
	AMERICAN PUBLIC WORKS ASSOCIATION		960.00
	ANCHOR QEA, LLC		4,118.00
	APPLIED TECHNOLOGIES NW INC.		8,700.25
	ARTS OF KENMORE		792.75
	ASSOCIATION OF WA CITIES		16,550.94
	AURORA RENTS		836.13
	AV CAPTURE ALL		2,757.43
	AWC EMPLOYEE BENEFITS		160,967.85
	BAKER, DAVID		1,291.47
	BANK OF AMERICA 941		98,457.17
	BANNER BANK BAKER		2,070.03
	BANNER BANK BH		1,440.72
	BANNER BANK CS		1,102.74
	BANNER BANK DB		1,397.50
	BANNER BANK JG		1,515.76
	BANNER BANK JGORDON		7,985.03
	BANNER BANK KENMORE		9,227.84
	BANNER BANK LD		3,697.78
	BANNER BANK NO		946.84
	BANNER BANK PS		23.08
	BANNER BANK VAN NESS		453.91
	BASTYR UNIVERSITY		50,200.00
	BECKER, THEODORE J		1,675.00
	BLACKBAUD		6,283.89
	BRIEN, GAYLYNN		200.00
	BUILDERS EXCHANGE OF WASHINGTON INC		138.85
	CALPORTLAND COMPANY		666.22
	CAPITAL ONE COMMERCIAL/ COSTCO		247.44
	CASCADE PEST CONTROL		427.05
	CEMEX		1,864.87
	CENTER FOR PRIORITY BASED BUDGETING		12,500.00
	CITY OF BELLEVUE		44,922.08
	CITY OF KENMORE		80.04
	CITY OF KENMORE FS		2,339.47
	CITY OF LAKE FOREST PARK		221,835.10

VIII. A. Approve Check Nos. 32035 - 32114 Totaling \$323,530....

CITY OF SHORELINE	1,452.30
CITYWORKS/ AZTECA SYSTEMS INC.	10,944.53
CLK CONSTRUCTION LLC	8,492.95
COASTAL WEAR PRODUCTS INC	1,356.71
COASTWIDE LABORATORIES	1,263.60
CODE PUBLISHING COMPANY	350.00
COLUMBIA RIDGE LANDFILL	2,862.49
COMCAST	1,274.22
CURTIS, DR. MILTON	1,326.64
DAILY JOURNAL OF COMMERCE	1,288.20
DEPARTMENT OF ECOLOGY	6,370.50
DEPARTMENT OF LABOR AND INDUSTRIES	7,628.91
DEPARTMENT OF RETIREMENT SYSTEMS	91,020.12
DEVRIES, DENIS	117.15
DIGITAL REPROGRAPHICS SERVICES INC.	95.28
DLT SOLUTIONS	1,600.67
DRS 457	3,880.00
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EE-NA ENTERPRISES LLC	13,593.15
EMERGENCY SERVICE COORDINATING AGCY	50,559.00
ENVIRONMENTAL SYSTEMS RESEARCH INST.	7,008.00
EVERGREEN PRINT SOLUTIONS	298.76
EVERGREEN SAFETY COUNCIL	299.00
FASTSIGNS	210.61
FERGUSON ENTERPRISES INC #1539	5,796.68
FIRE PROTECTION, INC	1,748.72
FRONTIER	4,070.24
FRUHLING SAND & TOPSOIL	1,376.26
GATES, JANICE	40.74
GENERAL DYNAMICS	890.00
GORDON THOMAS HONEYWELL	11,192.74
GOVDELIVERY, INC.	10,500.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GREATER BOTHELL CHAMBER OF COMMERCE	1,790.00
GREGORY, JOANNE	99.73
HANSEN, COREY	10,275.00
HARRIS & SMITH PUBLIC AFFAIRS	1,581.25
HDR	29,936.18
HERMANSON COMPANY, LLP	2,451.37
HESTON VISUAL ARTS	383.25
HEWITT	34,180.54
HOME DEPOT CREDIT SERVICES	11.89
HONEY BUCKET	879.20
HOPKINS, CRAIG	252.00
ICMA RETIREMENT TRUST 457 - 304745	19,848.01
INDEPENDENT STATIONERS	1,744.15
INGLEMOOR HIGH SCHOOL MUSIC BOOSTERS	1,500.00
INNOVAC	10,412.49
INSLEE, BEST, DOEZIE & RYDER, P.S.	31,592.01
INTEGRA TELECOM	3,114.31
IWORQ SYSTEMS	2,800.00
JACOBS ENGINEERING GROUP	1,855.32

JAYMARC - AV	897.90
JET CITY PRINTING	1,284.16
JOYCE ZIKER PARKINSON	5,790.00
KARLINSEY, ROB	294.49
KENMORE COMMERCIAL LLC	13,124.00
KENMORE JR HIGH SCHOOL	75.00
KING CO. UTILITY COORDINATION COUNCIL	75.00
KING COUNTY ANIMAL SVCS	735.00
KING COUNTY FINANCE	71,289.76
KING COUNTY FINANCE W.L.R.D.	2,241.83
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	1,871.72
KING COUNTY RADIO COMM SERVICES	283.61
KING COUNTY SHERIFF	4,376.58
KING COUNTY SUPERIOR COURT CLERK	141,200.00
KING COUNTY TREASURY	12,555.15
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KONICA MINOLTA BUSINESS SOLUTIONS	1,144.80
KUKER-RANKEN INC	29.51
KUSTOM SIGNALS, INC.	18.00
LAW OFFICE OF JOHN RUNGERUDE, PS	300.00
LIGHTHOUSE CONSULTING INC	16,855.01
LINCOLN NATIONAL LIFE INSURANCE	3,268.59
MAIL FINANCE	703.00
MEEHAN, NANCY	84.25
MILLER STEPHENS, MARY	2,500.00
MOBILE ELECTRICAL DISTRIBUTORS INC	13.47
MR. T'S TROPHIES	1,727.65
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LIFE OF VERMONT	604.40
NATIONAL NEIGHBORHOOD WATCH INSTITUTE	345.00
NATIONWIDE FINANCIAL 401a	77,137.42
NATIONWIDE RETIREMENT SOLUTIONS 457	1,995.00
NEOPOST NORTHWEST	274.82
NORTHSHORE FIRE DEPT	2,906.25
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	476.00
NORTHSHORE UTILITY DIST	13,889.26
NORTHWEST ATHLETICS	350.00
NORTHWEST LANDSCAPE SERVICES	4,799.24
NORTHWEST TROPHY	97.46
NW ENVIRONMENTAL TRAINING CENTER	1,325.00
OFFICE DEPOT	2,591.90
OFFICE MAX	2,691.13
OFFICE TEAM	8,332.55
OfficeMax Workplace Interiors	6,489.89
OLYMPIC ENVIRONMENTAL RESOURCES INC	3,659.00
OSBORN CONSULTING INC.	51,332.71
OUSLEY, NANCY	257.78
PACIFIC TOPSOILS	1,298.99
PART WORKS INC	461.93
PAWS	1,352.00

PENDLETON, MICHAEL	3,523.84
PEOPLES STORAGE	760.00
PERSONAL BEST/ TOPHEALTH	197.77
PERTEET INC.	24,597.89
PHSI PURE WATER FINANCE	472.82
PIPERS CREEK NURSERY	188.34
PLANNING ASSOCIATION OF WASHINGTON	80.00
PUGET SOUND CLEAN AIR AGENCY	14,740.00
PUGET SOUND ENERGY	63,993.62
PURE WATER TECHNOLOGY OF PUGET SOUND	112.13
QUALITY BUSINESS SYSTEMS	2,660.31
RANDALL, BRIAN	124.06
REDMOND, MICHAEL	61.25
REPUBLIC SERVICES	2,566.62
RICHMOND AMERICAN HOMES OF WA	60.00
RODGERS, DEUTSCH & TURNER PLLC	69,850.00
ROGERS, GLENN	20.91
RONGERUDE, JOHN	900.00
SAFRIN, PATTY	42.55
SANDRA OWEN DESIGN	420.00
SARAH ROBERTS	31,524.12
SCORE	125,631.65
SEATTLE TIMES	2,913.01
SEES TREES AND EXCAVATION INC	1,029.30
SESAC	360.00
SEXTANT MARKETING GROUP	6,940.61
SHERWIN-WILLIAMS CO. #8099	124.15
SHRED-IT	159.40
SIGN UP, SIGN CO, INC	164.25
SILVER KITE COMMUNITY ARTS CONSULT.	300.00
SNOHOMISH COUNTY	4,709.00
SNOHOMISH COUNTY HEARING EXAMINER	500.00
SOUND CITIES ASSOC	12,798.49
SOUND PUBLISHING, INC.	3,740.33
SPERRY, LAURIE	91.95
STARDOM SERVICES, INC.	1,530.00
STATE OF FLORIDA DISBURSEMENT UNIT	1,925.00
STEWART MACNICHOLS HARMELL, INC.	21,000.00
STOPTECH, LTD.	3,571.89
STUDIO 3 SIGNS	2,299.50
TELESYSTEMS WEST	1,984.96
TERREBONNE LIMITED	281.95
THE KIPLINGER LETTER	99.00
TOPIA TECHNOLOGY/ BIS	2,690.00
TOTAL LANDSCAPE CORP	17,460.63
TOWN CENTER HARDWARE	777.91
TWEDT, CHARLES	1,500.00
TWO BROTHERS' TREES	600.00
ULINE	1,544.27
UNITED RENTALS NW, INC	923.37
UNITED WAY OF KING COUNTY	2,052.96
UPS STORE	232.99

URBAN LAND INSTITUTE	215.00
U-SAVE OIL CO	2,150.00
UTILITIES UNDERGROUND LOCATION CTR	523.74
VAN NESS, ALLAN	791.23
VAUGHAN, KENT	116.00
VERIZON WIRELESS	3,913.69
WA ASSOC OF BUILDING OFFICIALS	950.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	140.00
WA CITIES INSURANCE AUTHORITY	212,891.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	400.00
WA STATE CONSOLIDATED TECH SVCS	525.00
WA STATE DEPT OF CORRECTIONS	230.50
WA STATE DEPT OF ENTERPRISE SVCS	175.00
WA STATE DEPT OF LABOR & INDUSTRIES	141.60
WA STATE DEPT OF TRANSPORTATION	5,479.28
WA STATE DEPT OF TRANSPORTATION	1,198.09
WAGE WORKS	150.00
WALL, JOHN	136.88
WASHINGTON CITY/COUNTY MGMT ASSOC	187.00
WASHINGTON STATE PATROL	1,063.97
WELLS FARGO FINANCIAL	4,165.00
WELWEST CONSTRUCTION INC.	4,868.03
WETLANDS & WOODLANDS INC	183.96
ZONAR SYSTEMS	525.33
ZUMAR	1,526.73
	<u><u>2,270,410.21</u></u>

VIII. B. Adopt Ordinance No. 15-0397, Telecommunications Fra...

FISCAL CONSIDERATION:

All costs of the build out will be covered by Astound. The City will receive revenue in the form of Franchise Utility Right-of Way application and inspection fees.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

ORDINANCE 15-0397

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AUTHORIZING AND GRANTING ASTOUND BROADBAND, LLC, D/B/A WAVE, A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR AND REPLACE A TELECOMMUNICATIONS (FIBER OPTIC) SYSTEM IN, UPON, ABOVE, ALONG, THROUGH, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENMORE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Astound Broadband, LLC, a Washington limited liability company d/b/a Wave ("Franchisee") has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications 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, 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 the public rights-of-way by utilities operating within the City, it is appropriate for the City to enter into franchise agreements with such entities; and

WHEREAS, Franchisee is such a utility, and the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Franchisee for the operation of a telecommunications system within the City's rights-of-way;

WHEREAS, the City is willing to grant the rights requested by Franchisee subject to certain terms and conditions.

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 Astound Broadband, LLC dba Wave, 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 approves and authorizes the City Manager to enter into the attached franchise

agreement (the "Franchise") with Franchisee, Exhibit A, to construct, operate and maintain a telecommunications 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 the Franchise, or its or their application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance or the Franchise 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 the Franchise, or its or their 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:

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. 15-0397

EXHIBIT A TO ORDINANCE 15-0397

**A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE
AGREEMENT BETWEEN THE CITY OF KENMORE
WASHINGTON AND ASTOUND BROADBAND, LLC DBA WAVE**

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. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Franchisee.

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

C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City or Franchisee, as the case may be, in good faith.

D. "Facilities" means Franchisee's fiber optic cable system constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service.

E. "Franchise" means the initial authorization or renewal thereof, granted by the City, through Ordinance No. 2015-___, or a subsequently adopted Ordinance, which authorizes construction, operation, maintenance, repair and replacement of Franchisee's Facilities for the purpose of offering Telecommunications Service.

F. "Franchisee" means Astound Broadband, LLC dba Wave.

G. "Franchise Area" and "Rights-of-Way" mean the surface and the space above and below public streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, 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 Franchise Area shall not include or convey any rights to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area. In the event that any territory served by Franchisee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

H. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

I. "Telecommunications Service" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Franchisee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, Internet access service, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over fiber optic cable. Telecommunications Service shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City. However, Telecommunications Service shall not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

J. "Ordinance" means Ordinance No. 2015-____, which authorized and granted this Franchise.

Section 3. Franchise Granted.

A. Facilities within Franchise Area. 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 construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across the Franchise Area for purposes of telecommunications service as defined herein and in RCW 82.04.065, as may be amended.

B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Franchisee to go upon any other public place other than the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City. 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.

C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Franchisee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission.

Section 4. Construction and Maintenance of Facilities.

A. Franchisee shall provide the City with plans depicting all Facilities that are planned to be constructed and maintained pursuant to this Franchise. Franchisee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with the Kenmore Municipal Code ("KMC") and so as not to unreasonably interfere with the free and safe

passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City.

B. Whenever it is necessary for Franchisee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Franchisee shall apply for, pay applicable fees and obtain prior approval of 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).

C. If Franchisee should fail to leave any portion of the excavation in a condition that meets the City's specifications per this Franchise, KMC and/or the City's Public Works Policies and Standards, the City may, on five (5) business days' written notice to Franchisee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the Franchise Area to a safe condition. Franchisee shall pay to the City the reasonable cost of such work within thirty (30) days following receipt of the City's billing for such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

D. Franchisee agrees that if any of its actions under this Franchise cause any surface or subsurface failure, or damage to any City property, survey monument, or property owned by a third-party, Franchisee shall restore, at its own cost and expense, the damaged Rights-of-Way or property to the City's specifications, within thirty (30) days, or, upon five (5) business days written notice to Franchisee. The City may order all work necessary to restore the damaged area to a safe and acceptable condition and Franchisee shall pay the reasonable costs of such work to the City, within thirty (30) days receipt of the City's billing for such work, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

E. In the event of an Emergency Situation, Franchisee may commence such emergency and repair work as required under the circumstances, provided that Franchisee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Franchisee in writing as promptly as possible under the circumstances.

F. 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 the amount set forth in Section 17 of this Franchise, 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.

G. After the work is completed, Franchisee shall provide to the City, upon request, a copy of all as-built plans, maps, and records of the Facilities. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

Section 5. Location and Relocation of Facilities.

A. Franchisee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed by Franchisee in connection with placement of new above-ground Facilities.

B. Franchisee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each right-of-way segment shall be noted and conditioned with the issuance of each right-of-way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, Franchisee shall locate in an alternate right-of-way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Franchisee agrees to relocate, remove or reroute its Facilities as ordered by the City, at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 6, Franchisee agrees to protect and save harmless the City from any third-party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.

D. 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 commencement of activities requiring such relocation; provided that in the event of an Emergency Situation the City shall give the Franchisee written notice as soon as practicable; and

2. Provide the Franchisee with copies of information for such improvement project and a proposed location for the Franchisee's Facilities so that Franchisee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and

E. The Franchisee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) days prior to commencement of the project. Relocation shall be accomplished in such a manner as to accommodate the City's project. In the event of an Emergency Situation as described in this Section, Franchisee shall relocate its Facilities within the reasonable time period specified by the City.

F. The 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 the 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, the Franchisee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Franchisee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Franchisee shall relocate its Facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of the Franchise, unless the Franchisee transfers ownership of abandoned Facilities to the City as set forth in Section 16.

G. The provisions of this Section shall in no manner preclude or restrict the Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed by said Person or entity are not City-owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a City construction project.

H. The Franchisee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Franchisee to relocate its Facilities in a timely manner; provided, that the Franchisee shall not be responsible for damages due to delays caused by the City or circumstances beyond the reasonable control of the Franchisee.

I. In the event that the City orders the Franchisee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Franchisee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

J. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Franchisee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 6. Indemnification.

A. Franchisee hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, agents, officers, employees, volunteers and assigns (collectively referred to as the "City") from and against any third party claims, actions, injuries, demands, liabilities, losses, costs, damages, judgments, awards or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arising out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Franchisee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities and/or in the exercise or performance of the rights granted to Franchisee under this Franchise.

B. 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 arise 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.

C. Franchisee's indemnification obligations pursuant to this Section shall include assuming potential liability for actions brought by Franchisee's own employees and the employees 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 negligent exercise of the rights set forth in this Franchise. The obligations of Franchisee under this Subsection C 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.

D. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Franchisee thereof in writing (and in any event prior to the date that Franchisee's rights to defend such claim or demand would be prejudiced), and Franchisee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the it 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. The indemnification obligations set forth herein shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Franchisee's written 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 at its own cost and expense, provided that Franchisee shall not be liable for such settlement of other compromise unless it has consented thereto in writing.

E. 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.

F. The provisions of this Section shall survive the expiration and termination of this Franchise for a period of two (2) years.

Section 7. Default.

A. If Franchisee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Franchisee a written order to comply, which order shall describe with reasonable particularity the nature of any alleged noncompliance, within thirty (30) days from the date such order is received by Franchisee. If Franchisee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the reasonable costs and expenses of such action to Franchisee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Franchisee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Franchisee may so comply shall be extended for such time as may be reasonably necessary and so long as Franchisee works promptly and diligently to effect such compliance. During such a period, if Franchisee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following not less than ten (10) days' written notice to Franchisee, declare an immediate forfeiture of the Franchise and all of Franchisee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Franchisee is not in compliance with 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 use permits until compliance is achieved. The City may also achieve compliance by enforcing the bond provisions set forth in Section 17.

Section 8. Nonexclusive Franchise. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City

from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 9. Franchise Term.

A. The Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Franchisee and the City; and provided further, however, Franchisee shall have no rights under the Franchise nor shall Franchisee be bound by the terms and conditions of the Franchise unless Franchisee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.

B. If the City and Franchisee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

Section 10. Reservation of Rights.

A. 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. The City shall administer this Franchise and exercise its police powers in a reasonable and lawful manner.

B. Pursuant to RCW 35.21.860, the City acknowledges that it is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.16.010, or a service provider for use of the right-of-way except for administrative expenses, fees, taxes or charges authorized by RCW 35.21.860 and RCW 35.21.865. This Franchise is premised upon the City and Franchisee's understanding that the activities proposed by the Franchisee constitute a "telephone business" or a "service provider." 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 18. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein.

C. The City hereby reserves its right to impose a franchise fee, tax or charge 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 82.16.010, or of a service provider pursuant to RCW 35.21.860, if a court of competent 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 11. Undergrounding. New Facilities shall be installed underground pursuant to Section 5 of the Franchise. Franchisee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Franchisee will cooperate with the City in the undergrounding of Franchisee's existing Facilities within the Franchise Area. If during the term of the Franchise, the City shall direct Franchisee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in Chapter 35.99 RCW. Franchisee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Franchisee's above-ground Facilities, the City may, by written notice to Franchisee, direct that Franchisee convert any such Facilities to underground Facilities, consistent with Section 5 of this Franchise.

Section 12. Record of Installations and Service.

A. With respect to excavations by Franchisee and the City within the Franchise Area, Franchisee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state or federal law.

B. Upon written request of the City, Franchisee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal or commitment to undertake any specific improvements within the Franchise Area.

Section 13. Shared Use of Excavations and Trenches.

A. If either the City or Franchisee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that*: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Franchisee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Franchisee shall recover its incremental costs of providing such facilities to the City.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Franchisee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums.

C. The City reserves the right to require Franchisee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 14. Insurance.

A. Franchisee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Franchisee, its agents, representatives or employees in the amounts and types set forth below:

1. Commercial General Liability insurance with limits no less than \$5,000,000 combined single limit for bodily injury (including death) and property damage, including premises operation, products and completed operations and explosion, collapse and underground coverage extensions;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and

3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000 for each accident/disease/policy limit or as required by law.

B. Franchisee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Franchisee's insurance and shall not contribute with it.

C. Franchisee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Franchisee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

E. Franchisee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

F. Franchisee shall require all subcontractors to have the following insurance: a) \$1,000,000 in commercial general liability to include products/completed operations coverage with aggregate limit of at least \$1,000,000; b) \$1,000,000 in automobile; c) workers compensation, as required by state and federal statute; and d) stop-gap coverage with limit of at

least \$1,000,000. Franchisee shall provide the City with proof of such insurance prior to working in the Franchise Area.

Section 15. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Franchisee, and no right, privilege, license or authorization granted to Franchisee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Franchisee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

B. Franchisee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that*: Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 16. Abandonment and Removal of Facilities. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Franchisee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however*, that the City may permit the Franchisee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, the Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Franchisee to remove any such Facilities through judicial action when the City has not permitted the Franchisee to abandon said Facilities in place.

Section 17. Security Device to Insure Performance.

A. Pursuant to RCW 35A.47.040, 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 18. 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 receiving and approving , all permit(s), license(s), and franchise, to inspecting plans and construction, or 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 undisputed expenses within thirty (30) days of the receipt of such statements/billings. If Franchisee in good faith disputes any portion of the administrative expenses, Franchisee shall pay the undisputed portion, if any, and provide written notice of the dispute within thirty (30) days of the receipt of the statement/billings from the City. Unless the City agrees to a modification of the statement/billings based on Franchisee's dispute notice, Franchisee and the City shall negotiate any dispute in good faith, and if they cannot reach a resolution to such a dispute, both the City and Franchisee may invoke any other remedies available to them. In the event of non-payment thereafter, Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred in collecting such amount.

Section 19. Miscellaneous.

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

restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of paragraphs.

B. Non-Waiver. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

C. Compliance with law. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

D. Attorney 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.

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

Section 20. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

<u>City:</u>	<u>Franchisee:</u>
City of Kenmore	Astound Broadband, LLC
City Manager	401 Kirkland Parkplace, Suite 500
18120 68 th Ave NE	Kirkland, WA 98033
PO Box 82607	Attn: Steve Weed, CEO and Jim
Kenmore, WA 98028	Penney, EVP

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 21. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage by the Kenmore City Council and publication pursuant to Section 1.01.010 of the Kenmore Municipal Code and by this reference approved by the City Council.

CITY OF KENMORE

ASTOUND BROADBAND, LLC

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

STATEMENT OF ACCEPTANCE

Astound Broadband, LLC, 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. 2015-0397____, and hereby incorporated by reference.

Astound Broadband, LLC

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 _____, duly commissioned and sworn, personally appeared, _____ of Astound Broadband, LLC, 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: _____

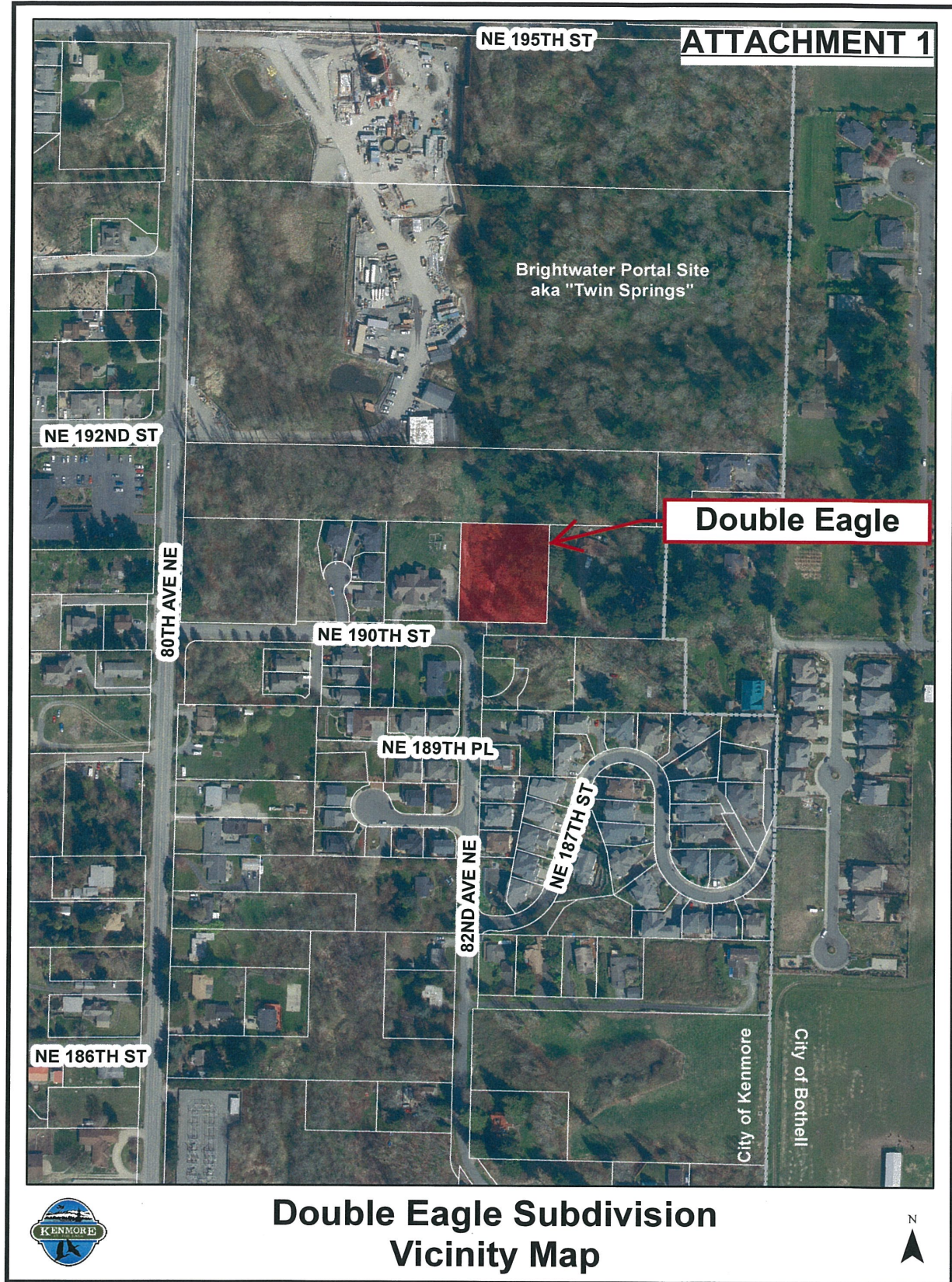
NAME: _____

(Print Name)

Notary Public in and for the
State of _____

Commission Expires: _____

Subject/Topic: Double Eagle Final Plat – Resolution No. 15-258 Proposed Council Action/Motion: Adopt Resolution No. 15-258 Granting Final Plat Approval for Double Eagle	For Council Meeting Agenda of: May 18, 2015 Department: Development Services Prepared by: Andrew Bauer, Planner <u>Initial & Date</u> Approved by Department Head: <u>BA 5/11/15</u> Approved by City Attorney: <u>N/A.</u> Approved by Finance Director: <u>Cmye 5/11/15</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Vicinity Map 2. Resolution 15-258 3. Double Eagle Final Plat Map
Expenditure Required \$0 Amount Budgeted \$ N/A Appropriation Required \$ N/A	
<u>INFORMATION/BACKGROUND:</u> The Double Eagle final plat is ready to record. The Hearing Examiner granted conditional preliminary plat approval of the plat on October 23, 2007. Conditions of preliminary plat approval have been satisfied and required financial guarantees have been submitted. To obtain final plat approval the Council needs to pass a resolution approving the final plat. The final plat then needs to be signed by the City prior to being recorded with King County. The Double Eagle plat is a 6 lot single-family residential development on a .95 acre site zoned R-6 (residential 6 dwelling units per acre). Lots 1-2 will gain access from a private joint-use driveway, Lots 3-4 will access from “Road A,” a new private road connected to “Road B” a new public road. Road B will also provide direct access to Lots 5-6 and the adjacent property to the north. An easement over Road A will provide for a temporary hammerhead turnaround until such time that Road B is extended to the north. The new road will be dedicated to the City and maintenance responsibilities will be taken over by the City after a two-year maintenance period is completed by the applicant. The private roads will be owned and maintained by the lots in which they serve. Tract A is a recreation space and will be owned by the property owners within the plat. The applicant has posted the required financial guarantees for maintenance of roadways and drainage. Traffic and parks impact fees will be assessed at the time of building permit for each individual lot.	
<u>FISCAL CONSIDERATION:</u> Permit fees will be collected upon approval of the plat and issuance of building permits. Subsequent expansion of single-family property tax base.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To provide clear, accurate, and predictable permitting services in a timely and efficient manner.	



**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 15-258**

**A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON,
GRANTING FINAL APPROVAL FOR THE DOUBLE EAGLE
PLAT (FILE FLP2005-103)**

WHEREAS, the City Council desires to grant final plat approval for the Double Eagle Plat;

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

Section 1. Plat Approval. Pursuant to RCW 58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the Double Eagle Plat have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the Double Eagle Plat, as approved, conforms to all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for Double Eagle and to cause the plat to be recorded with King County.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 18TH DAY OF MAY 2015.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

NE 1/4, SE 1/4, SEC . 1, TWP 26 N, RGE 04 E, W.M.

VOL./PAGE

EXHIBIT A RESOLUTION 15-258

LEGAL DESCRIPTION

LOT 2, KING COUNTY SHORT PLAT 885062, RECORDED UNDER RECORDING NUMBER 8609120357, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS TRACT X OF SHORT PLAT NUMBER 885062, RECORDED UNDER RECORDING NUMBER 8609120357.

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACES, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF KENMORE.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SHORT SUBDIVIDED AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

BELMARK, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
AARON METCALF

STATE OF WASHINGTON)
COUNTY OF King) SS

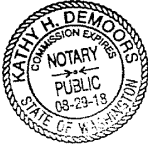
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Aaron Metcalf IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE owner OF Belmark, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 4-27-15

SIGNATURE: Kermit R. Metcalf

TITLE: Notary Public

MY APPOINTMENT EXPIRES 8-29-18



NOTES:

1. TRACT 999 IS A PRIVATE JOINT USE DRIVEWAY AND UTILITIES TRACT CONTAINING 1,607.15 SF AND SERVING LOTS 3 AND 4. TRACT 999 SHALL BE OWNED BY LOTS 3 AND 4 IN UNDIVIDED INTEREST. MAINTENANCE OF TRACT 999 SHALL BE THE RESPONSIBILITY OF THOSE LOTS HAVING OWNERSHIP AND COSTS OF MAINTENANCE SHALL BE SHARED EQUALLY. A PUBLIC ACCESS EASEMENT TO SERVE AS A TEMPORARY TURN AROUND WILL EXIST ON THE WEST 30 FEET OF TRACT 999 UNTIL 82ND AVENUE NE IS EXTENDED NORTH TO A FUTURE CONNECTION.

2. TRACT 998 IS A PRIVATE RECREATION AREA CONTAINING 408.19 SF. TRACT 998 SHALL BE OWNED BY ALL LOTS IN THE PLAT IN UNDIVIDED INTEREST. MAINTENANCE OF TRACT 998 SHALL BE THE RESPONSIBILITY OF ALL LOTS AND COSTS OF MAINTENANCE SHALL BE SHARED EQUALLY.

3. THE LOTS WITHIN THIS PLAT ARE SUBJECT TO TRAFFIC AND PARK IMPACT FEES. TRAFFIC AND PARK IMPACT FEES SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE PURSUANT TO THE THE IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION.

4. THE LOTS WITHIN THE DOUBLE EAGLE PLAT SHALL COMPLY WITH THE APPROVED TREE MANAGEMENT PLAN ON FILE WITH THE CITY OF KENMORE (FILE ENG2014-0078). ANY DEVIATION FROM THIS PLAN SHALL BE APPROVED BY THE CITY OF KENMORE. LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTENANCE OF REPLACEMENT TREES AND RETAINED TREES LOCATED ON INDIVIDUAL LOTS.

5. SCHOOL IMPACT FEES SHALL BE ASSESSED AND COLLECTED BY THE NORTHSORE SCHOOL DISTRICT AT THE TIME OF BUILDING PERMIT ISSUANCE USING THE FEE SCHEDULE IN EFFECT WHEN THE COMPLETED BUILDING PERMIT APPLICATION IS FILED WITH THE CITY OF KENMORE.

6. THE EXISTING SLOPE EASEMENT FOR STEEP SLOPES THAT WAS PLACED ON THIS PROPERTY BY KING COUNTY SHORT PLAT NO. 885062 SHALL BE EXTINGUISHED UPON RECORDING OF THIS PLAT.

7. ALL LOTS IN THIS PLAT SHALL MEET THE MINIMUM DIMENSIONAL REQUIREMENTS OF THE ZONE IN WHICH THE PLAT IS LOCATED. PROPERTY LINE SETBACKS, BUILDING HEIGHT, OFF STREET PARKING PROVISIONS, AND MAXIMUM IMPERVIOUS SURFACE LIMITS SHALL BE VERIFIED AT THE TIME OF BUILDING APPLICATION.

8. LINE INTENTIONALLY LEFT BLANK

9. PRIVATE STORM DRAIN EASEMENT OVER LOTS 1, 2, 3 AND 6 FOR THE BENEFIT OF LOTS 1, 2, 3 AND 6. COSTS OF MAINTENANCE OF STORM DRAIN AND YARD DRAINS WITHIN EASEMENT ARE THE RESPONSIBILITY OF THOSE LOTS HAVING USE THEREOF.

10. PRIVATE 10' STORM DRAIN EASEMENT OVER LOT 3 IS FOR THE BENEFIT OF LOT 4. LOCATION OF EASEMENT IS 5 FEET ON EACH SIDE OF CENTERLINE OF EXISTING STORM DRAIN SERVING LOT 4. MAINTENANCE OF STORM DRAIN LINES ARE THE RESPONSIBILITY OF THOSE LOTS HAVING USE THEREOF.

11. PRIVATE 5' STORM DRAIN EASEMENT OVER THE NORTH 5 FEET OF LOT 6 ARE FOR THE BENEFIT OF LOTS 3 AND 4. MAINTENANCE OF STORM DRAIN LINES ARE THE RESPONSIBILITY OF THOSE HAVING USE THEREOF.

12. PRIVATE 5' SANITARY SEWER EASEMENT OVER LOT 4 IS FOR THE BENEFIT OF LOT 3. LOCATION OF EASEMENT IS 2.5' IN EACH SIDE OF THE SIDE SEWER LINE SERVING LOT 3. LOT 3 IS RESPONSIBLE FOR MAINTENANCE OF SEWER LINE.

13. 10' UTILITY AND PUBLIC DRAINAGE EASEMENT OVER THE WEST 10 FEET OF LOTS 1, 5, 6 AND TRACT 998.

14. 10' PRIVATE STORM DRAIN EASEMENT OVER THE SOUTH 10 FEET OF LOTS 1 AND 2. MAINTENANCE OF PRIVATE STORM DRAIN WITHIN EASEMENT ARE THE RESPONSIBILITY OF THOSE LOTS HAVING USE THEREOF.

15. SUBJECT TO EASEMENT RECORDED UNDER RECORDING NO. 7905230905.

16. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 8608211314.

17. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS, MAINTENANCE PROVISIONS AND NOTES CONTAINED IN KC SHORT PLAT 885062 RECORDED UNDER RECORDING NO. 8609120357.

18. SUBJECT TO EASEMENT RECORDED UNDER RECORDING NO. 20140724000749.

19. SUBJECT TO EASEMENT RECORDED UNDER RECORDING NO. 20140730000804.

10. MAINTENANCE OF THE FENCE ON THE WEST SIDE OF THE WALL OF ROAD B SHALL BE THE RESPONSIBILITY OF THE DOUBLE EAGLE HOME OWNERS ASSOCIATION.

APPROVALS
CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2015

DEVELOPMENT SERVICES DIRECTOR, CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2015

CITY MANAGER, CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2015

CITY CLERK, CITY OF KENMORE

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2015

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER: 012604-9042

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE ARE PAID IN FULL.

THIS _____ DAY OF _____, 2015.

FINANCE DIVISION

MANAGER, FINANCE DIVISION

DEPUTY

ASSESSORS PARCEL NUMBER: 012604-9042

LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF DOUBLE EAGLE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND LOT CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



KERMIT R. METCALF
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 42436

RECORDER'S CERTIFICATE

filed for record this.....day of.....,at.....M
in book.....of.....at page.....at the request of

KERMIT R. METCALF
SURVEYOR'S NAME

Mgr.

Supt. of Records

Vector NorthWest, LLC

PROFESSIONAL LAND SURVEYORS 5600
HARBOR POINTE BLVD. UNIT # 1-307
MUKILTEO, WA 98275-5187
425-903-4450 Fax 425-903-4979
vector.northwest@comcast.net

File path & Name
D:\CHRISTENSEN VAN HOUTEN\PROJECTS\2013 PROJECTS\VECTOR NW\1300-03 KENMORE

PLAT OF
DOUBLE EAGLE
CITY OF KENMORE
KING COUNTY, WA

Date 12/15/2014

Scale AS SHOWN

Drawn GTC

Designed KRM

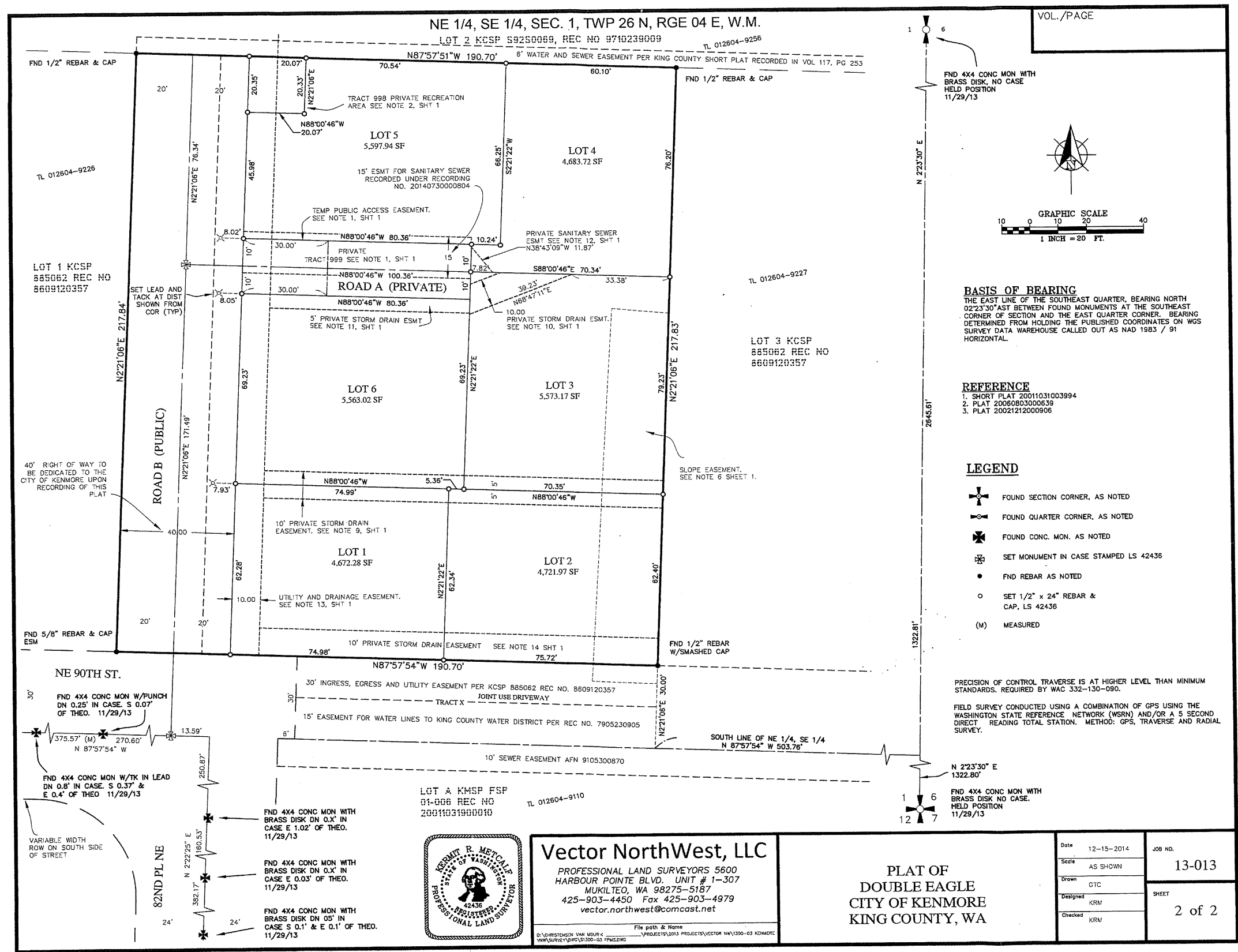
Checked KRM

JOB NO.

13-013

SHEET

1 of 2



VIII. D. Adopt Resolution No. 15-259 Granting Final Plat App...



CITY OF KENMORE

WASHINGTON

RESOLUTION NO. 15-259

**A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON,
GRANTING FINAL APPROVAL FOR THE PEARSON ESTATES
PLAT (FILE FLP2006-062)**

WHEREAS, the City Council desires to grant final plat approval for the Pearson Estates Plat;

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

Section 1. Plat Approval. Pursuant to RCW 58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the Pearson Estates Plat have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the Pearson Estates Plat, as approved, conforms to all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for Pearson Estates and to cause the plat to be recorded with King County.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 18TH DAY OF MAY 2015.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

PEARSON ESTATES
PORTION OF NW 1/4, SW 1/4, SEC. 18, TWP. 26 N., RGE. 5 E., W.M.
CITY OF KENMORE, KING COUNTY, WASHINGTON

EXHIBIT A RESOLUTION 15-259

VOLUME PAGE

DEDICATION

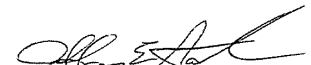
KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF KENMORE.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

PEARSON ESTATES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

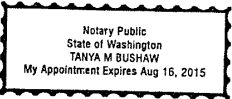
BY: 
JEFFREY E. HAMILTON
ITS: CHIEF FINANCIAL OFFICER

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
COUNTY OF King } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JEFFREY E. HAMILTON SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AS THE C.F.O. OF PEARSON ESTATES, LLC, AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT OF SUCH PERSON FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED April 22nd, 2015
SIGNATURE OF Tanya M. Bushaw
NOTARY PUBLIC PRINTED NAME OF Tanya M. Bushaw
NOTARY PUBLIC notary
TITLE notary
MY APPOINTMENT EXPIRES 8/16/2015



RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF AXIS SURVEYING AND MAPPING, INC.

THIS _____ DAY OF _____, 20____

IN VOLUME _____ OF PLATS, PAGES _____, RECORDS OF KING COUNTY, WASHINGTON

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

CITY OF KENMORE FILE NUMBER: FLP2006-062

LEGAL DESCRIPTION

LOT 8, CITY OF KENMORE BOUNDARY LINE ADJUSTMENT NUMBER 99-009, RECORDED UNDER RECORDING NUMBER 20000106900003, IN KING COUNTY, WASHINGTON.

TITLE REPORT NOTES

EASEMENTS AND LEGAL DESCRIPTION ARE BASED ON THE SUBDIVISION GUARANTEE/CERTIFICATE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 0030159-06, UPDATE#4, DATED APRIL 7, 2015, AT 8:00 A.M.

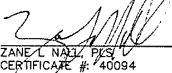
1. THIS PROPERTY SUBJECT TO SEWER LINE EASEMENT AND AGREEMENT AND THE TERMS AND CONDITIONS THEREOF PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 200001069001264. THIS PROPERTY SUBJECT TO RELOCATION OF SEWER LINE EASEMENT AND THE TERMS AND CONDITIONS THEREOF PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20020430001227. (PLOTTED)
2. THIS PROPERTY SUBJECT TO PSE EASEMENT AND THE TERMS AND CONDITIONS THEREOF PER INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20140917001522. (PLOTTED)
3. THIS PROPERTY SUBJECT TO WATER EASEMENT AND AGREEMENT AND THE TERMS AND CONDITIONS THEREOF PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20141014000612. (PLOTTED)
4. THIS PROPERTY SUBJECT TO SEWER EASEMENT AND AGREEMENT AND THE TERMS AND CONDITIONS THEREOF PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20141014000614. (PLOTTED)
5. THIS PROPERTY SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON BOUNDARY/LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 20000106900003.
6. THE PROPERTY SUBJECT TO THE TERMS AND CONDITIONS OF NOTICE OF CHARGES PER INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 9207300895.

PLAT NOTES

1. TRAFFIC AND PARK IMPACT FEES SHALL BE ASSESSED AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR ALL LOTS WITHIN THIS PLAT.
2. SCHOOL FEES: SCHOOL IMPACT FEES DUE FOR THE FINAL PLAT SHALL BE ASSESSED AND COLLECTED BY THE NORTHSORE SCHOOL DISTRICT AT THE TIME OF BUILDING PERMIT ISSUANCE, USING THE FEE SCHEDULES IN EFFECT WHEN THE BUILDING PERMIT IS SUBMITTED TO THE CITY OF KENMORE.
3. RESIDENTIAL DRIVEWAYS: NEW DRIVEWAYS SHALL CONFORM TO THE REQUIREMENTS OUTLINED IN KORS 3.01, KMC 12.50.080, KMC 18.30.030.8 AND KMC 18.30.200. VERIFICATION OF THESE STANDARDS WILL BE COMPLETED AT TIME OF BUILDING PERMIT APPLICATION.
4. THE LOTS WITHIN THE PLAT ARE SUBJECT TO AN APPROVED TREE PROTECTION PLAN ON FILE WITH THE CITY OF KENMORE UNDER FILE ENG-2014-0149. ANY DEVIATION FROM THIS PLAN SHALL BE APPROVED BY THE CITY OF KENMORE. LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TREES LOCATED ON INDIVIDUAL LOTS.
5. ALL LOTS WITHIN THIS PLAT SHALL MEET THE MINIMUM DIMENSIONAL REQUIREMENTS OF THE ZONE IN WHICH THE PLAT IS LOCATED. PROPERTY LINE SETBACKS, BUILDING HEIGHT, OFF STREET PARKING PROVISIONS AND MAXIMUM IMPERVIOUS SURFACE LIMITS SHALL BE VERIFIED AT THE TIME OF BUILDING PERMIT APPLICATION.
6. STREET TREES SHALL BE OWNED AND MAINTAINED BY THE ADJACENT LOT OWNERS UNLESS CITY OF KENMORE OR ITS SUCCESSOR AGENCY HAS ADOPTED A MAINTENANCE PROGRAM AND THE TREES ARE FORMALLY ACCEPTED INTO THE PROGRAM.
7. ROOF DOWNSPOUTS AND INDIVIDUAL LOT DRAINAGE FOR ALL LOTS SHALL GENERALLY COMPLY WITH THE APPROVED DRAINAGE PLAN ON FILE WITH THE CITY OF KENMORE. LOTS 1, 2, AND 3 SHALL INFILTRATE ALL ROOF RUNOFF VIA SMALL SITE INFILTRATION TRENCHES SIZED APPROPRIATELY PER THE APPROVED TIR AND THE INFILTRATION TRENCH DESIGN LETTER DATED 6/9/2014.
8. THE MAINTENANCE OF ANY STORM DRAINAGE FACILITIES NOT LOCATED WITHIN TRACT A AND NOT OTHERWISE DEDICATED, SHALL BE THE RESPONSIBILITY OF THE PEARSON ESTATES HOMEOWNER'S ASSOCIATION.
10. THIS PLAT SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED UNDER RECORDING NUMBER _____
11. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO EXIST FOR ANY REASON, ALL TRACTS AND RESPONSIBILITIES DEDICATED TO THE HOMEOWNERS ASSOCIATION SHALL BE INTERPRETED TO BE SHARED EQUALLY AMONGST ALL PROPERTY OWNERS WITHIN THE PLAT UNLESS OTHERWISE LEGALLY REASSIGNED BY ADDITIONAL DOCUMENTATION RECORDED WITH THE KING COUNTY RECORDER'S OFFICE.
12. NO STREET LIGHTS SHALL BE PLACED IN ANY SEGMENT OF THE HAMMERHEAD TURNAROUND AREA OF THE PRIVATE ROAD.
13. A 5 FOOT WIDE LANDSCAPING STRIP ALONG THE EAST BOUNDARY OF LOT 4 WITH VISUALLY-OBSCURING PLANTINGS SHALL BE PROVIDED PRIOR TO OCCUPANCY OF A DWELLING ON LOT 4. UPON OCCUPANCY, THE PLANTINGS SHALL BE MAINTAINED BY THE PROPERTY OWNER OF LOT 4.
14. THE 6 FOOT HIGH CEDAR FENCE ALONG THE EAST BOUNDARY OF TRACT A SHALL BE MAINTAINED, AND REPLACED AS NECESSARY, BY THE PEARSON ESTATES HOMEOWNER'S ASSOCIATION.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF PEARSON ESTATES IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.


ZANE L. NAIL, PLS
CERTIFICATE # 40094
DATE 4/20/2015



www.axismap.com
15241 NE 90TH ST
REDMOND, WA 98052
TEL: 425.823-3700
FAX 425.823-8700

TRACT NOTES

A "TRACT" IS LAND RESERVED FOR SPECIFIC USES INCLUDING, BUT NOT LIMITED TO RESERVE TRACTS, RECREATION, OPEN SPACE, SENSITIVE AREAS, SURFACE WATER RETENTION, UTILITY FACILITIES AND ACCESS. TRACTS ARE NOT CONSIDERED LOTS OR BUILDING SITES FOR PURPOSES OF RESIDENTIAL DWELLING CONSTRUCTION. THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS) IS HEREBY GRANTED TO THE CITY OF KENMORE, OR ITS SUCCESSORS, OVER ALL TRACTS WITHIN THE DEVELOPMENT FOR THE PURPOSES OF INSPECTING SURFACE RUNOFF CONDITIONS, VEGETATION AND HABITAT CONDITIONS, AND THE CONDITIONS OF ALL IMPROVEMENTS INSTALLED WITHIN THE TRACT.

TRACT "A" IS A DETENTION TRACT FOR STORM WATER RUNOFF AND FOR RECREATION, THE OWNERSHIP, MAINTENANCE, AND PROTECTION OF TRACT A IS ASSIGNED TO THE INCORPORATED HOMEOWNER'S ASSOCIATION. UPON RECORDING, TRACT A IS DEDICATED TO THE PEARSON ESTATES HOMEOWNER'S ASSOCIATION. AN EASEMENT IS HEREBY GRANTED TO THE CITY OF KENMORE OVER THE ENTIRETY TRACT A AND WITHIN THE PRIVATE ROAD (ROAD A). THE CITY OF KENMORE MAINTAINS ONLY THE DRAINAGE FACILITIES FORMALLY ACCEPTED FOR MAINTENANCE. THE SURFACE IMPROVEMENTS LOCATED WITHIN TRACT A ARE THE RESPONSIBILITY OF THE PEARSON ESTATES HOMEOWNER'S ASSOCIATION.

ROAD A IS A PRIVATE ROAD. THE OWNERSHIP, MAINTENANCE, AND PROTECTION OF ROAD A IS ASSIGNED TO THE INCORPORATED HOMEOWNER'S ASSOCIATION. UPON RECORDING, ROAD A IS DEDICATED TO THE PEARSON ESTATES HOMEOWNER'S ASSOCIATION.

CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

DEVELOPMENT SERVICES DIRECTOR, CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY MANAGER, CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY CLERK, CITY OF KENMORE

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER: _____

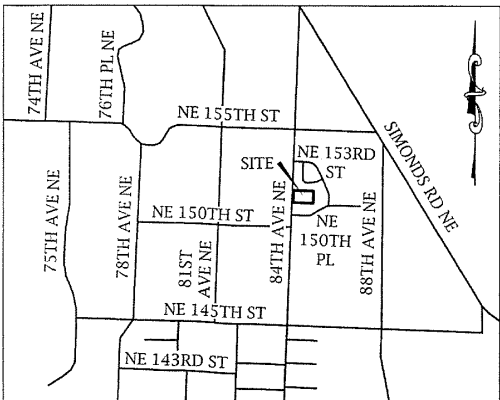
FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER USE, ARE HEREBY PAID IN FULL.

THIS _____ DAY OF _____, 20____.

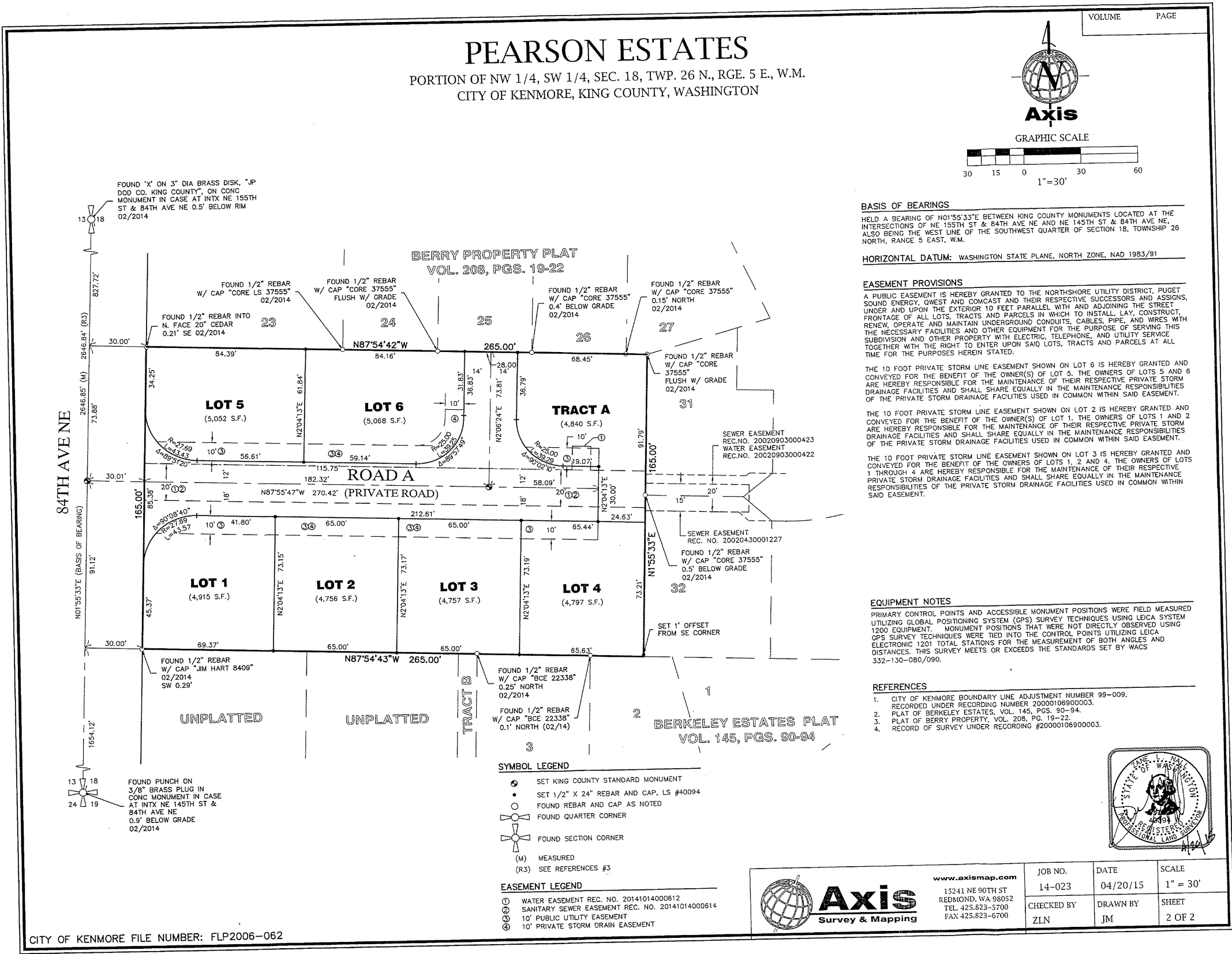
MANAGER FINANCE DIVISION

DEPUTY



VICINITY MAP
N.T.S.

JOB NO.	DATE	SCALE
14-023	04/20/15	N/A
CHECKED BY	DRAWN BY	SHEET
ZLN	JM	1 OF 2





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

Subject/Topic: Approve Amendment No. 3 to Contract No. 14-C1324 with Hewitt Architects for Professional Services Proposed Council Action/Motion: Motion to authorizing the City Manager to execute amendment no. 3 to Contract No. 14-C1324 with Hewitt Architects for Professional Services	For Council Meeting Agenda of: 5/18/15 Department: <u>City Manager</u> Prepared by: <u>Rob Karlinsey, City Manager</u> <u>Initial & Date</u> <u>DIA</u> <u>PS</u> <u>NK & RW</u> 8 May 2015 Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager: Exhibits/Attachments: Attachment 1: Contract No. 14-C1324 Attachment 2: Amendment No.1 to Contract No. 14-C1324 Attachment 3: Amendment No. 2 to Contract 14-C1324 Attachment 4: Amendment No. 3 to Contract 14-C1324 Attachment 5: 3/16/15 Agenda Bill without attachments Attachment 6: Cost summary									
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Expenditure Required</td> <td style="width: 33%;">Amount Budgeted: \$3.5 million is</td> <td style="width: 33%;">Appropriation Required See</td> </tr> <tr> <td>\$303,895</td> <td>allocated in the Kenmore Village Fund in</td> <td>fiscal consideration on</td> </tr> <tr> <td></td> <td>for the Town Green project.</td> <td>Attachment #5</td> </tr> </table>		Expenditure Required	Amount Budgeted: \$3.5 million is	Appropriation Required See	\$303,895	allocated in the Kenmore Village Fund in	fiscal consideration on		for the Town Green project.	Attachment #5
Expenditure Required	Amount Budgeted: \$3.5 million is	Appropriation Required See								
\$303,895	allocated in the Kenmore Village Fund in	fiscal consideration on								
	for the Town Green project.	Attachment #5								
<u>INFORMATION/BACKGROUND:</u> At the 5/18/15 Council meeting, staff is requesting Council make a motion authorizing the City Manager to execute Amendment No. 3 to Contract 14-C1324 with Hewitt Architects in the amount of \$303,895 (Attachment #4). Amendment #3 extends the term of the contract through August 2016 and includes additional scope of services to complete construction documents, the bid process and construction observation. This should be the last amendment needed for the consultant contract. The total contract amount through Amendment No. 3 is \$574,539 (\$49,750+\$87,138+ \$133,756+\$303,895). The goal is to be under construction in October. At the 3/16/15 Council meeting, Council passed a motion to proceed with the Town Green design as presented at the meeting. The Town Green design was based on the \$4.2 million dollar design and cost estimate summary (see Attachment 6). Staff anticipates having an updated cost estimate in June based on 90% plan completion.										
<u>FISCAL CONSIDERATION:</u> At the 3/16/15 Council meeting staff presented a funding recommendation (see attachment #5) for increasing the project budget from \$3.5million to \$4.2 million. Staff will be bringing forward a follow-up budget amendment to a future Council meeting consistent with Council direction to proceed with the design and costs presented at the 3/16/15 meeting.										
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goal #2 develop downtown is part of implementing the Economic Development Plan. A central gathering space is identified in the positioning statement for Kenmore Village. Developing a central gathering space is also consistent with the adopted Downtown Plan and Park and Recreation Open Space (PROS) plan.										

Attachment 1

City of Kenmore Contract No. 14-C1324

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Hewitt, whose principal office is located at 101 Stewart Street, Suite 200, Seattle, Washington, 98101("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

☒ A sum not to exceed \$49,750

☐ Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 12, 2014 and ending October 31, 2014 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced

by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

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

6. Indemnification.

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising

injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

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

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

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

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

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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

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

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

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

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

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

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

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

Matthew Porteous, ASLA
Hewitt
101 Stewart Street, Suite 200
Seattle, WA 98101

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

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

CONSULTANT

By: M. I. M. D.
Matthew Porteous

Title: Principal

Date: 9.22.14

CITY OF KENMORE

By: R. L. Karlinsey
Robert Karlinsey

Title: City Manager

Date: 9/12/14

EXHIBIT A

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

Based on our coordination with the City of Kenmore, Hewitt and its sub-consultants will provide the following services at locations indicated below.

A. Site area (s):

1. On-site plaza locations extending north from NE 181st Street (approximately 22,000 s.f. of on-site improvement area);
2. Pavilion building of approximately 6,000 sf in addition to the Town Green plaza area;
3. ROW development work at the 181st Street and 68th Ave NE Town Green frontage;
4. Intersection improvements located at 67th Ave NE and 181st Street;
5. ROW of NE 181st Street linking the fire station to the library (Schematic phase only, approximately 2,400 lf)
6. Existing plaza south of city hall (Schematic phase only, approximately 7,500 s.f. of improvement area); and
7. 67th Ave NE connection to 522 (Schematic phase only, approximately 350 lf).

B. Description of work:

1. Design services spent to date during the months of May, June and July
 - a. Meetings Attended:
 - i. eight (8) coordination meetings with the City
 - ii. one (1) Public meeting #1
 - iii. one (1) Meeting with Kenmore Camera
 - iv. one (1) Meeting with Kelley Price
 - b. Items Coordinated and Document produced:
 - i. Preparation and coordination of public meeting #1 materials
 - ii. Preparation of site diagrams for City review in assisting the Purchase and Sale Agreement
 - iii. Review / coordination of easements
 - iv. Coordination with City staff
 - v. Coordination with design team
 - vi. Transcribing public comments

2. Design Services through September 30th 2014

A. Scope of Work to include:

1. Coordination and site planning efforts with selected retail developer and their team to symbiotically integrate the Town Green with the retail center and the city;
2. Design coordination with the City of Kenmore and stakeholders / community groups;
3. Participate in and synthesize information from public meetings to solicit public comment regarding programing and amenities;

4. Development of schematic level alternatives and illustrative plans incorporating public comments and city direction;
5. Feasibility plans and Schematic level development for pavilion building (to be completed by Graham Baba Architects).
6. Utility, building services and civil engineer related concept / feasibility review
7. Legal descriptions for easement adjustments and coordination with the Land Use Attorney to assist in the Purchase and Sale Agreement of the adjacent property
8. Attendance at Public meeting #2
9. Synthesis of public meeting information
10. Preferred scheme development

B. Preparation/Submission of Documents to include:

1. Support information for public meeting #2. Two (2) schematic level design options plan view graphics, elevations and supporting imagery as needed for public review for the Town Green site, Pavilion building (program, massing and elevations), and City Hall site diagram, 181st Corridor diagram; and
2. Urban design diagram(s) encompassing the project adjacencies.

C. Meetings/Coordination

1. Attendance at three (3) client meetings;
2. Coordination with City staff and stakeholders; and
3. Coordination with design team for Civil Engineering and Architectural services.
4. Coordination with Land Use attorney
5. Coordination with Traffic Engineering
6. Coordination with Main Street
7. Attendance at Public meeting #2

3. Exclusions

The following services are not included in the Basic Services scope provided by Hewitt or its sub-consultants:

1. Survey completion;
2. Geotechnical services;
3. Preparation of illustrative views and renderings or graphics for marketing purposes (beyond illustrative graphics for public meetings).

EXHIBIT B

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

Fee Outline

Fees for Services described above are as follows:

A. Services spent to date for time in May, June and July	\$14,500
B. Design Services through September 22nd 2014	
Hewitt	\$15,750
Graham Baba	\$12,500
KPFF	\$ 5,000
10% consultant administrative fee	\$ 1,750
<u>Hewitt Estimated Reimbursable Expenses</u>	<u>\$ 250</u>
Total	\$49,750

Direct expenses (including mileage, couriers, copying, progress printing reprographics, etc.) as estimated above will be reimbursed to Hewitt at 1.1 times amounts incurred.

Hewitt Rates

Kris Snider, Principal \$200.00
 Matt Porteous, Principal \$160.00
 Landscape Architect I \$110.00
 Landscape Architect II \$90.00
 Landscape Architect III \$80.00

kpff

Land Survey Manager \$ 125.00
 Project Surveyor \$ 100.00
 Survey Drafter \$ 65.00

Graham Baba Architects

Principal \$ 200.00
 Senior Designer \$ 150.00
 Project Manager \$ 150.00
 Associate 1-3 \$120-\$130/hour
 Architectural Staff \$80-\$100/hour
 Intern \$50-\$65/hour

EXHIBIT C

City of Kenmore
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

☒ Corporation ☐ Partnership ☐ Government
Consultant

☐ Individual/Proprietor ☐ Other
(explain)

TIN No.: 91-1051610

Social Security No.: _____

Print Name: HEWITT ARCHITECTS INC

Title: _____

Business Name: Hewitt Architects Inc

Business Address: 101 Stewart St. Suite 200

Business Phone: Seattle, WA 98101

(206) 624-8154

9/22/14
Date

Seivan Faghihi
Authorized Signature (Required)

* Attached Form WA included

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) Hewitt Architects Inc		
Business name/disregarded entity name, if different from above		
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____		Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 101 Stewart Street, Suite 200		Requester's name and address (optional)
City, state, and ZIP code Seattle, WA 98101		
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.		Social security number 91-1051610
Sign Here Signature of U.S. person <i>Sam Fogelberg</i>	Date <i>4/17/2014</i>	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9 . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.		

HEWITT

architecture
landscape architecture
urban design

101
suite 200
stewart street
seattle, washington
98101

(206) 624-8154 phone
(206) 626-0541 fax
www.hewittseattle.com

September 23, 2014

RECEIVED
SEP 24 2014

TO: Patty Safrin, City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, WA 98028

CITY OF KENMORE

RE: Kenmore Contract No. 14-C1324
(Hewitt Project No. 14015)

Enclosed please find the original executed contract, and Exhibit D, being
returned to you per your transmittal dated September 12, 2014.

I am forwarding these documents directly to you on behalf of our
Principal, Matthew Porteous.

Thank you.

Marianne Balabuch

Marianne Balabuch
Office Manager

Attachment 2

CITY OF KENMORE
Contract No. 14-C1324
Amendment No. 1

The following sections of the contract for professional consultant services dated 9/12/2014, between the City of Kenmore ("City") and Hewitt Architects ("Consultant") is amended to read in its entirety as set forth below or attached. All other terms and conditions of the underlying contract shall remain in full force and effect.

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

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

The City shall pay Consultant a sum not to exceed \$87,138 according to the fees and rates set forth identified in attached Exhibit "B."

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

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on October 21, 2014 and ending on January 12, 2015 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 21st day of October, 2014.

CONSULTANT:

By: M. H. M. P.
Matthew Porteous
Title: Principal
Date: 10.27.14

CITY OF KENMORE:

By: R. Karlinsey
Robert Karlinsey
Title: City Manager
Date: 10/21/14

EXHIBIT A

Scope of Services to be Performed by Consultant: The Consultant shall furnish services including, but not limited to, the following to provide design services for the Kenmore Town Green project located at NE 181st Street and 68th Avenue NE:

1. Base Services:

Hewitt and its sub-consultants will provide the following services. The scope of work includes the preparation of documents necessary to complete schematic design and a portion of work associated with design development based upon the alternatives created as part of phase one community outreach and Schematic Design Phase. Work will also include design coordination with the City of Kenmore and all sub-consultants.

Additional work may include other City improvements and studies unrelated to the Town Green and is to be completed based on current billing rates or negotiated under separate contract.

A. Site area (s):

- 1) On-site plaza locations extending north from NE 181st Street and West of 68th Avenue NE (approximately 21,033 s.f. of improvement area);
- 2) Pavilion building of approximately 5,200 s.f. within the Town Green;
- 3) ROW development work fronting at the 181st Street and 68th Avenue NE Town Green frontage (approximately 3,866 s.f.);
- 4) Intersection improvements located at 67th Avenue NE and 181st Street; and
- 5) Existing plaza south of City Hall (Schematic Design phase only, approximately 7,500 s.f. of improvement area).

B. **Task One:** (Approximately 75%) Schematic Design and Public Outreach – Refer to Scope of Services in Exhibit “A” of the original Contract.

C. **Task Two:** Remaining Schematic Design Phase

1) Scope of Work to include:

- a. Generation of the preferred alternate, presentation at the final public meeting, and refinement of the Schematic Design concept to enable the creation of design development, permit, bidding, construction documents, cost estimates.
- b. Design coordination with the City of Kenmore staff;
- c. Presentation of Schematic Design to City Council for approval; and
- d. Coordination with selected retail developer and their team to integrate the Town Green with the retail center and the City.

2) Preparation/Submission of Documents to include:

a. Public Meeting #3:

1. One (1) schematic level preferred design plan view graphics, perspective view(s), elevations and supporting imagery for public review for the Town Green and City Hall scheme, 181st / 67th intersection and ROW improvements immediately associated with the Town Green site;

- b. City Council Meeting #1:
 - 1. One (1) preferred design as presented to the public at Meeting #3.
 - 2. Preparation of cost estimates for the preferred Town Green and City Hall scheme, 181st / 67th intersection and ROW improvements immediately associated with the Town Green site based on the preferred design and a Schematic Design narrative.
- 3) Meetings/Coordination
 - a. Remaining Schematic Design phase services:
 - 1. Attendance at one (1) public meeting;
 - 2. Attendance at one (1) City Council meeting;
 - 3. Coordination with City staff;
 - 4. Coordination with design team; and
 - 5. Coordination with selected retail developer and their team.
 - b. Design Development phase services:
 - 1. Attendance at three (3) client meetings;
 - 2. Coordination with City staff; and
 - 3. Coordination with design team.
 - 4. Coordination with selected retail developer and their team.

2. Exclusions

The following services are not included in the Base Services scope provided by Hewitt or its sub-consultants:

- A. Survey work;
- B. Geotechnical consultant services;
- C. Preparation of illustrative views and renderings or graphics for marketing purposes (beyond illustrative graphics for public and City Council meetings);

3. Assumptions

- A. Any design services required for Leasing/Retail strategy or coordination will be billed at an hourly rate as an additional service;

EXHIBIT B

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

Remaining Schematic Design (October 2014, approximately 4 weeks)

Prime: Hewitt	\$12,000
Architectural Sub-consultant fee: GBA	\$15,500
Cost Estimating Sub-consultant fee: CN	\$4,160
Lighting Sub-consultant fee: LUMA	\$4,190
10% sub-consultant administration fee	\$2,385
Total	\$38,235

First Phase of Design Development (November through December 2014, approximately 8 weeks)

Prime: Hewitt	\$10,000
Architectural Sub-consultant fee: GBA	\$13,000
Cost Estimating Sub-consultant fee: CN	\$3,055
Lighting Sub-consultant fee: LUMA	\$5,530
Structural Engineer Sub-consultant fee: HVE	\$2,000
Civil Engineer Sub-consultant fee: KPFF	\$8,600
Sub-consultant administration fee	\$3,218
Estimated reimbursable expenses	\$3,500
Total	\$48,903

Compensation

Monthly invoicing for fees identified above will be on an hourly basis and not to exceed the amount indicated. Additional, pre-approved, services requested by the City will be billed on an hourly basis at Hewitt's current rates unless otherwise negotiated.

Direct expenses (including mileage, parking, couriers, copying, progress printing reprographics, etc.) as estimated above will be reimbursed to Hewitt at 1.1 times amounts incurred.

Attachment 3

CITY OF KENMORE

Contract No. 14-C1324

Amendment #2

The following sections of the contract for professional consultant services dated 9/12/14, between the City of Kenmore ("City") and Hewitt ("Consultant") is amended to read in its entirety as set forth below or attached. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be Performed by Consultant: The Consultant shall perform the services described in Contract No. 14-C1324, Amendment No.1 and Exhibit A attached to this amendment. In performing the services, the Consultant shall comply with all federal, State and local laws and regulations applicable to the services. The consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

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

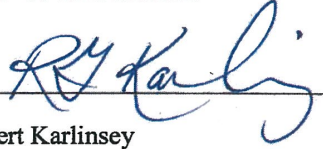
The City shall pay Consultant a sum not to exceed \$133,756.00 according to the fees and rates set forth identified in attached Exhibit B.

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

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on December 9, 2014 and ending February 9, 2015 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 9th day of December, 2014.

CITY OF KENMORE:

By: 

Robert Karlinsey

Title: City Manager

Date: 12-19-2014

CONSULTANT:

By: 

Matthew Porteous

Title: Principal

Date: 12-15-14

Contract No. 14-C1324 Amendment No. 2

Exhibit A

Scope of Services to be Performed by Consultant: The Consultant shall furnish services including, but not limited to, the following to provide design services for the Kenmore Town Green project located at NE 181st Street and 68th Ave NE:

1. Base Services:

Based on our coordination with the City of Kenmore, Hewitt and its subconsultants will provide the following services at locations indicated below.

The scope of work includes the preparation of documents necessary for the design, coordination and pricing of the Kenmore Town Green project. Work will also include design coordination with the City of Kenmore and all subconsultants.

A. Site area (s):

- 1) On-site plaza locations extending north from NE 181st Street and West of 68th Ave NE (approximately 21,033 sf of improvement area);
- 2) Pavilion building of approximately 5,000 sf within the Town Green;
- 3) ROW development work fronting at the 181st Street and 68th Ave NE Town Green frontage (approximately 3,866 sf); and
- 4) Intersection improvements located at the north half of 67th Ave NE and 181st Street.

B. Task One – Completion of the Design Development Phase.

- 1) Scope of Work to include:
 - a. Refinement and completion of the Design Development drawings and technical specifications set to be used for project coordination, enable a preapplication permit meeting permit, and to be used to update the cost estimate.
 - b. Design coordination with the City of Kenmore;
 - c. Provide and coordinate all necessary Architectural, Structural, Civil, MEP (including Wi-Fi and security), Acoustical (including AV systems), and Lighting plans related to the project;
 - d. Provide water feature design and detailing in coordination with a water feature design build contractor;
 - e. Provide site furnishing selection in consultation with the City of Kenmore, including details, specifications and provisions;
 - f. Assist the City in the preparation of SEPA checklist by providing information related to the excavation and fill quantities;
 - g. Prepare, provide and assemble and submit technical information report for drainage report in coordination with the civil engineering subconsultant; and
 - h. Coordination with Main Street and their team to integrate the Town Green with the retail center and the City.

Contract No. 14-C1324 Amendment No. 2

- 2) Preparation/Submission of Documents to include:
 - a. 100% DD level drawings, specifications and construction cost estimate
- 3) Meetings/Coordination
 - a. Design Development phase services:
 1. Attendance at two (2) client meetings;
 2. Attendance at one (1) Main Street meeting;
 3. Coordination with City staff; and
 4. Coordination with design team.
- 4) Project Schedule:
 - a. See phase durations listed in Task 4.

2. Exclusions

The following services are not included in the Base Services scope provided by Hewitt or its subconsultants:

- A. Survey work;
- B. Geotechnical consultant services;
- C. Preparation of illustrative views and renderings or graphics for marketing purposes (beyond illustrative graphics for public and City Council meetings);
- D. Permitting Fees;
- E. Additional Public Meetings and Presentation Materials;
- F. Building Envelope consultant services;
- G. Project graphics, signage and branding;
- H. Division 0 and 1 specifications;
- I. Building finish selection outside public areas;
- J. Accessibility Consulting services;
- K. Tenant Improvements including finishes, lighting, equipment, etc;
- L. Telecom and security design;
- M. Documentation and registration fees for LEED certification;
- N. Participation in Owner and project management meetings in addition to those assumed in the scope of services above;
- O. Changes in Building Design/Permitting due to tenant coordination;
- P. Changes to elements of the design after initial Owner approval, including substantial changes made as part of a value engineering process;
- Q. Value Engineering after the completion of the DD phase.
- R. Cost estimate phasing scenarios; and
- S. Daylight design analysis and detailed lighting control designs

3. Assumptions

- A. Any design services required for Leasing/Retail strategy or coordination will be billed at an hourly rate as an additional service; and
- B. Construction will be complete in one phase (no early site work package).

Contract No. 14-C1324 Amendment No. 2

EXHIBIT B

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

Completion of the Design Development (December 23, 2014)

Prime: Hewitt	\$23,000
Architectural Subconsultant fee: GBA	\$18,000
Cost Estimating Subconsultant fee: CN	\$5,330
Lighting Subconsultant fee: LUMA	\$5,530
Structural Engineer Subconsultant fee: HVE	\$2,000
Civil Subconsultant fee: KPFF (includes SD and DD time)	\$27,600
M & P Engineer	\$15,000
Electrical Engineer	\$18,000
Acoustic and AV Engineer	\$6,500
10% subconsultant administration fee	\$9,796

Subtotal Task Two	\$130,756
<u>Estimated Reimbursable Expenses</u>	<u>\$3,000</u>

Total	\$133,756
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4. Compensation

Monthly invoicing for fees identified above will be on an hourly basis and not to exceed the amount indicated in Section 4. Additional, pre-approved, services requested by Owner will be billed on an hourly basis at Hewitt's current rates unless otherwise negotiated.

Direct expenses (including mileage, parking, couriers, copying, progress printing reprographics, etc) as estimated above will be reimbursed to Hewitt at 1.1 times amounts incurred.

Contract No. 14-C1324 Amendment No. 2

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

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

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Contract No. 14-C1324 Amendment No. 2

EXHIBIT D
CITY OF KENMORE
 18120 68th Ave NE
 P.O. Box 82607
 Kenmore, WA 98028
 Phone: (425) 398-8900
 Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

 Date

 Authorized Signature (Required)

Attachment 4

Contract No. 14-C1324

Amendment #3

The following sections of the contract for professional consultant services dated 9/12/14, between the City of Kenmore ("City") and Hewitt ("Consultant") is amended to read in its entirety as set forth below or attached. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to Performed by Consultant: The Consultant shall perform the services described in Contract No. 14-C1324, Amendment No.1, Amendment No. 2 and Exhibit "A" attached to this amendment. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

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

The City shall pay Consultant a sum not to exceed \$303,895 according to the fees and rates set forth identified in attached Exhibit "B".

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

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on February 10, 2015 and ending August 31, 2016 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 18th day of May 2015

CITY OF KENMORE:

CONSULTANT:

By: _____

By: _____

Robert Karlinsey

Matthew Porteous

Title: City Manager

Title: Principal

Date: _____

Date: _____

Exhibit “A”

Scope of Services to be Performed by Consultant: The Consultant shall furnish services including, but not limited to, the following to complete design services for the Kenmore Town Green project located at NE 181st Street and 68th Ave NE:

1. Base Services:

Based on coordination with the City of Kenmore, Hewitt and its sub-consultants will provide the following services at locations indicated below.

The scope of work includes the preparation of documents necessary for the final design, permitting, bidding and construction of the Kenmore Town Green project based upon the plans created as part of the community outreach and the Design Development project stages. Work will also include design coordination with the City of Kenmore and all sub-consultants listed in fee outline.

Additional work may include other City improvements and studies unrelated to the Town Green and to be completed based on current billing rates or negotiated under separate contract.

A. Site area (s):

- 1) On-site plaza locations extending north from NE 181st Street and West of 68th Ave NE (approximately 21,033 s.f. of improvement area);
- 2) Pavilion building of approximately 4,625 sf within the Town Green;
- 3) ROW development work fronting at the 181st Street and 68th Ave NE Town Green frontage (approximately 3,866 sf); and
- 4) Intersection improvements located at 67th Ave NE and 181st Street.

B. Construction Documents Phase through Construction Observation Services.

- 1) Scope of Work to include:
 - a. Design coordination with the City of Kenmore;
 - b. Provide all necessary Architectural plans, code analysis, energy code compliance, program confirmation schedules, specifications and provisions required to permit and construct the pavilion;
 - c. Provide all necessary Structural plans, schedules, specifications and provisions required to permit and construct the pavilion;
 - d. Provide all necessary Landscape Architectural planting plans, materials plans, layout and jointing plans, schedules, specifications and provisions;
 - e. Provide all necessary Civil Engineering plans related to demolition, TESC, drainage, grading/vertical/horizontal control plans construction details, schedules, specifications and provisions;
 - f. Provide all necessary Lighting and Electrical (including security and WIFI) plans, schedules, specifications and provisions;

- g. Provide all necessary Acoustics and Audiovisual plans, schedules, specifications and provisions;
- h. Provide all necessary Mechanical and Plumbing plans, schedules, specifications and provisions
- i. Provide all necessary design/build irrigation specifications and provisions;
- j. Provide water feature and heated rock performance specifications for construction by design build contractor;
- k. Provide contractor purchased and installed site furnishing selections in consultation with the City of Kenmore, including details, specifications and provisions;
- l. Assist the City in the preparation of SEPA checklist by providing information related to the excavation and fill quantities;
- m. Prepare, provide and assemble and submit technical information report for drainage report in coordination with the civil engineering sub-consultant;
- n. Prepare and provide plans, specifications and cost estimates for review the City;
- o. Prepare and provide Final construction documents for bidding including plans, details, specifications and provisions in hard copy including 1 full-size and one reduced size and electronic format;
- p. Coordination with selected retail developer and their team to integrate the Town Green with the retail center and the City; and
- q. Construction administration services including site meetings, the response to questions (RFI's), review of submittals and generation of punch lists.

2) Preparation/Submission of Documents to include:

- a. 90% CD level drawing, specifications and cost estimates
- b. Permit level drawings for the site, ROW and pavilion building.
- c. Final Bid/Construction drawings and specifications.

3) Meetings/Coordination

- a. Construction Documents, Bidding and Permitting phase services:
 - 1. Attendance at six (6) client meeting meetings;
 - 2. Attendance at one (1) City council meeting;
 - 3. Attendance at one (1) pre Bid project meeting;
 - 4. Attendance at one (1) Bid opening;
 - 5. Coordination with City staff; and
 - 6. Coordination with design team.
- b. Construction Observation phase services:
 - 1. Attendance at three (3) client meeting meetings;
 - 2. Attendance at sixteen (16) contractor site meetings;
 - 3. Coordination with City staff;
 - 4. Coordination with design team; and
 - 5. Attend site visits thirty (30) team total.

4) Project Schedule:

- a. See phase durations listed in task 4 below.

2. Exclusions

The following services are not included in the Base Services scope provided by Hewitt or its sub-consultants:

- A. Survey work;
- B. Geo-technical consultant services;
- C. Preparation of illustrative views and renderings or graphics for marketing purposes (beyond illustrative graphics for public and city council meetings);
- D. Permitting Fees;
- E. Additional Public Meetings and Presentation Materials;
- F. Site inspections / site monitoring / full time construction site services;
- G. Building Envelope consultant services;
- H. Contractor selection or constructability review;
- I. Project graphics, signage and branding;
- J. Division 0 and 1 specifications;
- K. Building finish selection outside public areas;
- L. Furniture, Fixtures and Equipment (FF&E) purchasing;
- M. Accessibility Consulting services;
- N. Tenant Improvements including finishes, lighting, equipment, etc;
- O. Documentation and registration fees for LEED certification;
- P. Design and construction administration services for phases which extend beyond the durations indicated in task 4 below;
- Q. Participation in Owner and project management meetings in addition to those assumed in the scope of services above;
- R. Changes in Building Design/Permitting due to tenant coordination;
- S. Changes to elements of the design after initial Owner approval, including substantial changes made as part of a value engineering process;
- T. OFCI site and building furnishing selections to be in consultation with the City of Kenmore, including details, specifications and provisions (as part of the FF&E budget line item cost);
- U. Cost estimate pricing / phasing scenarios / VE ; and
- V. Daylight design analysis and detailed lighting control designs

3. Assumptions

- A. Any design services required for Leasing/Retail strategy or coordination will be billed at an hourly rate as an additional service;
- B. Construction will be complete in one phase;
- C. As-builts will be created by the contractor and reviewed by the consultant team; and
- D. Contractor will maintain construction project meeting minutes for team review and approval.

EXHIBIT “B”

Fees for Services described In Exhibit A are as follows:

A. Construction Documents and Construction Administration phases:

Construction Documents and Permitting (March to August 2015, approx. 6 months) **And Bidding** (August/September 2015, approx. 6 weeks)

Prime: Hewitt	\$68,000
Architectural Sub-consultant fee: GBA	\$55,000
Cost Estimating Sub-consultant fee: CN	\$6,500
Lighting Sub-consultant fee: LUMA	\$13,610
Structural Engineer Sub-consultant fee: HVE	\$6,000
Civil Engineer Sub-consultant fee: KPFF	\$19,000
Electrical Sub-consultant fee: PAE	\$2,000
Acoustic / AV Sub-consultant fee: ARUP	\$7,000
Mechanical Sub-consultant fee: ECOtope	\$8,500
10% sub-consultant administration fee	\$11,361

Construction Observation (October 2015 to July 2016 – approximately 9 months)

Prime: Hewitt	\$48,000
Architectural Sub-consultant fee: GBA	\$23,000
Lighting Sub-consultant fee: LUMA	\$7,385
Structural Engineer Sub-consultant fee: HVE	\$4,000
Civil Engineer Sub-consultant fee: KPFF	\$6,000
Acoustic / AV Sub-consultant fee: ARUP	\$5,000
Mechanical Sub-consultant fee: ECOtope	\$6,000
10% sub-consultant administration fee	\$5,539

Sub-total	\$301,895
<u>Estimated Reimbursable Expenses</u>	<u>\$2,000</u>

Total	\$303,895
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Compensation

Monthly invoicing for fees identified above will be on an hourly basis and not to exceed the amount indicated in section 4. Additional, pre-approved, services requested by Owner will be billed on an hourly basis at Hewitt's current rates unless otherwise negotiated. Refer to rate tables for current rates.

Direct expenses (including mileage, parking, couriers, copying, progress printing reprographics, etc) as estimated above will be reimbursed to Hewitt at 1.1 times amounts incurred.

Attachment 5



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

Subject/Topic: Kenmore Village Town Green Discussion and Direction Proposed Council Action/Motion: Move forward with permitting and constructing the town green and community building as designed.		For Council Meeting Agenda of: 3/16/15 Department: City Manager Prepared by: Rob Karlinsey, City Manager Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: _____ Exhibits/Attachments: Attachment 1: Site and building diagrams Attachment 2: Cost summary table
Expenditure Required See Fiscal Consideration Below	Amount Budgeted:	Appropriation Required
<u>INFORMATION/BACKGROUND:</u> After a community outreach and involvement process in 2012, the City identified a plan to move forward with the Kenmore Village project. At the core of this plan was the Position Statement for Kenmore Village, which reads: Kenmore Village is a walkable place with a public square where Kenmore-area residents and workers can meet their daily needs and see one another face-to-face. In addition, the vision and principles of the City's Downtown Plan, adopted in 2003, continue to guide our downtown actions. The new City Hall and Library building, combined with the future town green and accompanying community building, are (and will) provide the key components of the "Civic Center" described in the Downtown Plan. The town green and community building are at the "bull's eye" of our downtown and will provide that central, active gathering space and sense of place for our community that was envisioned in the Downtown Plan. Active programming and neighboring retail are planned for this gathering space. Aesthetic features and amenities are also planned for the site, including a water feature, art, several heated rocks, a large, operable bay door on the building that will open out on to the town green, an indoor, two-sided fireplace, and other features designed to delight the public and create a community living room that our residents can call their own. The quality and design of the town green and community building project can set the standard for other things that are going to happen in Kenmore, and it can also catalyze other new investment in the downtown. This project is a powerful opportunity to make a statement about Kenmore that will last for many years to come. Last year the City, with the help of Hewitt and Graham Baba architects, underwent a robust community involvement process to design the concept and layout for a town green and community building in Kenmore Village, along the north frontage of NE 181 st Street including the corner at 68 th Avenue NE. The consultants and staff presented the results of this public process, and at the January 21 st Council meeting,		

I:/City Clerk/Agenda Items/Templates

the City Council gave direction to complete the design and finalize project costs estimates. At the March 16th Council Meeting, staff and consultants from Hewitt and Graham Baba Architects will provide a design and cost update. As part of this update, they will present a “virtual” walk through of the Kenmore Village Town Green project. Attachment #1 contains final layout and design which reflects the input from the public workshops held last year and coordination with Main Street on improvements on the adjoining commercial property.

FISCAL CONSIDERATION:

Over the last several months, Hewitt, Graham Baba, and City staff have conducted value engineering to maximize value for the budgeted dollars. As a result, cost savings have been achieved without sacrificing the intent and goals of the project. The start-to-finish total cost to complete estimate (design, engineering, site investigation and development, construction, project management, startup costs, etc.) is \$4.2 million. The following funding sources are recommended:

Kenmore Village Fund (budgeted 2014-2016)	\$3,500,000
General Fund Improved Fund Balance*	\$600,000
<u>Strategic Opportunities Fund**</u>	<u>\$100,000</u>
Total	\$4,200,000

The City Council can authorize staff to proceed forward now with a follow up budget amendment in the coming weeks.

*Now that our 2014 financials are almost closed out, the General Fund’s beginning 2015 balance has improved by \$600,000 more than was budgeted and forecasted, from \$2.6 million estimated in December to \$3.4 million as of March 2015 (this accounts for a recent \$200,000 appropriation to the SR 522 West A project).

**Appropriating \$100,000 from the Strategic Opportunities Fund will bring its 2016 projected fund balance from \$1.5 million to \$1.4 million. Staff recommends utilizing future REET revenue to reimburse the Strategic Opportunities Fund by no later than 2020.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council Goal #2 “Create a vibrant walkable downtown” is also Goal II in the adopted Economic Development Plan. A “walkable place with a public square” is identified in the positioning statement for Kenmore Village. Developing a central gathering space is also consistent with the adopted Downtown Plan and Park and Recreation Open Space (PROS) plan.

Attachment 6

March 16th 2015

KENMORE TOWN GREEN
DESIGN DEVELOPMENT ESTIMATE
CONSTRUCTION COST SUMMARY

CONSTRUCTION COSTS (including contractors fee)	
Pavilion Building (4,576 sf)	\$1,629,614
Plaza, Landscaping & Site Work	\$989,883
67th Avenue & 181st Street Intersection	\$60,014
TOTAL CONSTRUCTION COST [excluding Sales Tax]	\$2,679,511
Washington State Sales Tax (For King County)	\$254,554
TOTAL CONSTRUCTION COST [including Sales Tax]	\$2,934,064
SOFT COSTS	
Design Fees	\$565,500
Geotech Fee	\$17,159
FEE by Owner (furnishings and equipment)	\$165,000
Owners Construction Administration	\$161,280
Permit Fees (1.35% of construction costs)	\$36,173
Owners Testing	\$25,000
Construction Contingency (10% of construction costs plus WSST)	\$293,406
TOTAL PROJECT COSTS	\$4,197,583

Construction Cost Notes

Construction costs are based on Design Development level drawings and subject to slight modification while working within the overall 4.2 million budget.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Resolution No. 15-261; Resolution of the City of Kenmore, Washington, Authorizing the City's Designated Representative to the Board of Directors of the Emergency Services Coordinating Agency to Vote to Dissolve the Agency and to Terminate the ESCA Interlocal Agreement, Effective December 31, 2015. Proposed Council Action/Motion: Motion to approve Resolution No. 15-261; A Resolution of the City of Kenmore, Washington, Authorizing the City's Designated Representative to the Board of Directors of the Emergency Services Coordinating Agency to Vote to Dissolve the Agency and to Terminate the ESCA Interlocal Agreement, Effective December 31, 2015.	For Council Meeting Agenda of: <u>May 18, 2015</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson, Director</u> Initial & Date Approved by Department Head: <u>[Signature] 5/1/15</u> Approved by City Attorney: <u>[Signature] RIK</u> Approved by Finance Director: <u>[Signature] JMS 5/1/15</u> Approved by City Manager: <u>[Signature] ROK</u> Exhibits/Attachments: 1. Resolution No. 15-261 2. ESCA Resolution No. 2015-2 3. Interlocal Cooperation Agreement for the Emergency Services Coordinating Agency, (ESCA), (99-C38)	
Expenditure Required \$ City Attorney Costs	Amount Budgeted \$ City Attorney Costs budgeted for in the 2015-16 Biennial Budget	Appropriation Required \$ NA
<u>INFORMATION/BACKGROUND:</u> Emergency Services Coordinating Agency (ESCA) was established in 1984 through an Interlocal Agreement first between seven member agencies and then updated in 1994 and again in 1999 to include ten member agencies. Kenmore joined in 1999. The ten member agencies that currently make up ESCA's client base are: the cities of Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, Muklito and the Town of Woodway in Snohomish County, and the cities of Kenmore, Lake Forest Park and Woodinville in King County. The purpose of ESCA is to provide joint emergency management planning and preparedness assistance activities for member agencies. Over the course of the past thirty years, ESCA has played a key role in ensuring these cities were prepared to respond to disasters through mitigation, preparedness response and recovery activities. ESCA provided quality training and exercise services, Comprehensive Emergency Management planning and volunteer coordination and support. Additionally ESCA staff, Community Emergency Response Team (CERT) and Radio Amateur Civil Emergency Services (RACES) volunteers have supported numerous events throughout King and Snohomish County in past years and continue to do so today. In 2014, ESCA lost two senior staff members, including the Director, leaving two coordinators and one part-time person to serve the client cities. An interim director was hired to oversee the agency while conducting an agency review and evaluation report. That report along with a strategic planning document was presented to the ESCA Board of Directors for their consideration. After weighing the options, on March 26th, 2015 the ESCA Board voted to approve Resolution No. 2015-2 recommending the dissolution of ESCA effective December 31, 2015.		

Currently, Kenmore is working together with the City of Lake Forest Park, Northshore Fire District, Northshore Utility District, and King County to research and work together in developing a plan that will determine the best emergency service solution for both communities going forward.

FISCAL CONSIDERATION:

Unknown at this time. However, may result in lower cost to the tax payers.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

A safe and secure community.

CITY OF KENMORE
WASHINGTON

RESOLUTION NO. 15-261

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, AUTHORIZING THE CITY'S DESIGNATED
REPRESENTATIVE TO THE BOARD OF DIRECTORS OF
THE EMERGENCY SERVICES COORDINATING AGENCY
TO VOTE TO DISSOLVE THE AGENCY AND TO
TERMINATE THE ESCA INTERLOCAL AGREEMENT,
EFFECTIVE DECEMBER 31, 2015.**

WHEREAS, the City of Kenmore is a member of the Emergency Services Coordinating Agency ("ESCA"), the purpose of which is to serve as the joint emergency management organization of the member cities, pursuant to RCW 38.52.070 and 39.34.030; and

WHEREAS, pursuant to ESCA Resolution No. 2015-2, the Board of Directors of ESCA determined that ESCA should be dissolved on December 31, 2015, and acknowledged that pursuant to the ESCA Interlocal Agreement, the dissolution must be approved by a majority of the city councils of the ESCA members; and

WHEREAS, the City desires to authorize its Designated Representative to the Board of Directors of ESCA to vote to dissolve ESCA in accordance with ESCA Resolution No. 2015-2, and to terminate the ESCA Interlocal Agreement, effective December 31, 2015;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE that the City's Designated Representative to the Board of Directors of the Emergency Services Coordinating Agency is authorized and directed to vote to dissolve ESCA in accordance with ESCA Resolution No. 2015-2, and to terminate the ESCA Interlocal Agreement, effective December 31, 2015.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS ____ DAY OF _____, 2015.

CITY OF KENMORE

Mayor David Baker

1 ATTEST/AUTHENTICATED:
2
3 _____
4 Patty Safrin, City Clerk
5
6
7 APPROVED AS TO FORM:
8
9 _____
10 Rod Kaseguma, City Attorney



Emergency Services Coordinating Agency

RESOLUTION NO. 2015-2

A RESOLUTION of the Board of Directors of the Emergency Services Coordinating Agency, recommending dissolution of the Agency to the City Councils of its members, and directing the Director to prepare and present to the Board a work plan for the dissolution.

WHEREAS, pursuant to Chapter 39.34 RCW and Chapter 38.52 RCW, the Emergency Services Coordinating Agency (ESCA) was established by Inter-local Agreement dated May 16, 1994 (ILA); and

WHEREAS, after consideration and discussion, the Board of Directors of ESCA has determined that ESCA should be dissolved on December 31, 2015; and

WHEREAS, the Board further has determined that dissolution of ESCA must be approved by a majority of the City councils of the ESCA members; and

WHEREAS, the Board desires to direct the preparation of a work plan concerning the procedure and requirements for and impact of an ESCA dissolution, so that the City councils of ESCA members may make an informed decision on dissolution, and the Board members may administer and implement correctly the dissolution of ESCA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Emergency Services Coordinating Agency as follows:

Section 1. The Board of Directors of ESCA recommends the dissolution of ESCA and the termination of the "Inter-local Cooperation Agreement for the Emergency Services Coordinating Agency" (ILA), effective December 31, 2015, to the City Councils of the ESCA members, for formal action by those City Councils and notification to the ESCA Director by June 30, 2015.

Section 2. The Director is directed to develop and present to the Board, no later than its regularly scheduled meeting in May 2015, a work plan that analyzes and describes the procedure and requirements for and impact of the dissolution of ESCA, under applicable laws and regulations and the ILA. The work plan should include, but not necessarily be limited to, the following information:

- a. Estimate of time and resources needed to identify, pay, satisfy or discharge all liabilities and obligations and distribute assets, in accordance with Section 7 of the ILA and applicable laws;
- b. Staff and funds necessary to accomplish the dissolution in an orderly manner, while at the same time providing emergency management functions in accordance with RCW 38.52.070, ESCA's emergency management plan and the ILA;
- c. Transfer of or provision for ESCA public records as required by laws and regulations, and as requested by ESCA members to carry out public records duties and responsibilities through local organizations or joint local organizations subsequent to dissolution; and
- d. Financial consequences of dissolving ESCA, such as repayment of grants previously received or assessment of penalties or fees for terminating long- term contracts.

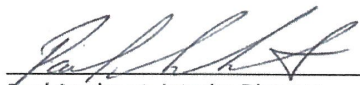
Section 3. The Director is authorized to enter into contracts for legal and other professional services for assistance in preparing the work plan required by Section 2; provided that the total charges for such services shall not exceed Ten Thousand Dollars (\$10,000.00) without further approval by the Board.

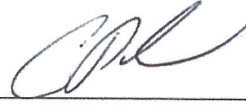
Section 4. The Director shall not contract for, agree to, or incur any new or additional ESCA liabilities, obligations, or expenses after December 31, 2015. The Director is authorized to contract for, agree to or incur new or additional short- term liabilities, obligations and expenses necessary to carry out the dissolution and perform ESCA's emergency management functions prior to December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that this Resolution has been adopted by the Board of Directors of the Emergency Services Coordinating Agency at a regular meeting thereof this 26th day of March 2015.


Chairperson, ESCA Board of Directors

ATTESTED: This 26th day March 2015.


Paul Armbrust, Interim Director


Member, ESCA Board of Directors

99-C38

**INTERLOCAL COOPERATION AGREEMENT FOR THE
EMERGENCY SERVICES COORDINATING AGENCY (ESCA)**

WHEREAS, Chapter 39.34 RCW regarding Interlocal Cooperation permits local governmental units to make efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, or other factors influencing the needs and development of local communities; and

WHEREAS, the Cities of Bothell, Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, and the Town of Woodway have mutually determined it would be beneficial to combine emergency management coordinating activities by the creation of a separate governmental entity constituted of its member communities; and

WHEREAS, these Cities and Town desire to continue with an existing coordinating agency known as the Emergency Services Coordinating Agency (ESCA) operating under the administrative direction of its Director, responsible to the ESCA Board, with fundings from the local agencies and the State Division of Emergency Management, so as to commence the implementation of the Emergency Management Program for the member cities and town, all in accordance with RCW 38.52.

NOW THEREFORE, the undersigned local governments have entered into this agreement in consideration of the mutual benefits to be derived and as authorized by RCW Chapter 39.34:

Section 1. Member Agencies. The undersigned local governments hereby join together to organize the Emergency Services Coordinating Agency (ESCA), hereinafter "Agency".

1.1. Initial Members. The initial member governments and parties to this agreement shall be the Cities of Bothell, Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, and the Town of Woodway. The parties acknowledge that the Cities of Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, and the Town of Woodway have previously committed funds and assets and that the Agency has personal property and leasehold interests which have an approximate value of \$ 31,140.00. By execution of this agreement and passage of a resolution or ordinance as required by WAC 118-06-040, the parties agree to full participation by the City of Bothell and any further members of the agency in the assets on dissolution.

1.2. Additional Members. Other governmental units may request to join in this interlocal agreement. Additional parties may be admitted upon the approving vote of the majority of the members as hereinafter provided. They shall become members upon execution of the agreement and its indemnity provisions and tender of their proportionate share of the budget for any partial budget year or full financial participation if the party joins at the commencement of a new budget

ar.

1.3. Withdrawal. Any party may withdraw from this agreement by providing written notice of intent to withdraw on or before July 1 of the year proceeding the year of withdrawal. Withdrawing during a budget year shall be deemed complete on December 31 of the final budget year in which the individual has agreed to participate. The provisions of Section 6 relating to indemnification shall survive the withdrawal of any agency and the withdrawing agency shall remain liable to indemnify the other parties for any excess liability as defined in said section which arose during the budget year(s) in which the party was a member and to 11:59 p.m., December 31 of the year of withdrawal. By withdrawing, a withdrawing party abandons any interest, if any, which it may have in the assets of the Agency.

Section 2. Purpose of the Emergency Services Coordinating Agency. The purpose of this Agency shall be to undertake a work program to implement the currently approved emergency operations plan. Upon approval of the parties, such plan shall be considered a part of this interlocal cooperation agreement and its provisions incorporated a fully as if herein set forth. This agreement shall be interpreted in accordance with such plan, provided, however, that issues relating to withdrawal, participation, indemnification, and budgeting shall be governed solely by this agreement. The work program shall be reviewed and approved by the ESCA Board annually and shall meet with the approval of the State Division of Emergency Management so as to be eligible for funding assistance and to meet the requirements of RCW 38.52.070(1).

Section 3. Operation of Agency. To accomplish its purpose, the Agency has been created by the parties. It shall be a separate nonprofit governmental unit operating and functioning in accordance with the laws of the State of Washington. The Director and its employees shall be deemed to be employees of the Agency only and not of its constituent members. The Director, with the concurrence of the ESCA Board, shall employ the necessary personnel with the expertise and experience required for the competent implementation of the emergency operations plan, in concert with appropriate local government entities and their officials. The Agency and parties shall cooperate fully so as to maintain continuity of operations from the past agreement to future separations.

Section 4. Budgeting and Financial Participation. The operating budget for fiscal year 1994 is attached as Exhibit A and incorporated by reference as fully as if herein set forth. Financial participation of the parties in future years shall be recommended prior to September 1 by the Director and with the approval of the ESCA Board. It shall be submitted to the parties for their approval. An entity which fails to withdraw as provided in Paragraph 1.3 above shall be liable for its budgeted share of assessments for the next budget year upon approval of the budget by a majority of its members. In the event of disagreement, the parties agree to make every reasonable effort to resolve their differences, including, with the agreement of the parties, the use of mediation services as provided in WAC 118-06-080. Nothing herein shall be interpreted to waive or relinquish the final budgetary authority of each entity, subject to the rules relating to withdrawal.

4.1. Each party shall pay its budgeted share into a fund to be administered in accordance with state law RCW 38.52. Annual budget participation shall be based upon the population of each party compared to the total population of the parties. Operating payments shall be made by January 31 of each year.

4.2. Any entity that fails to timely make payment of its share shall be subject to a late payment charge of one percent (1%) of its assessment for each and every month or part of thereof which its payment is late.

Section 5. ESCA Board. Parties shall be represented on an ESCA Board by their respective Mayors or the Mayors' designees. The Board shall advise and direct the Director or other designee to coordinate and assist in the implementation of the plan and program by the member agencies. The Board shall attempt to reach consensus decisions. In the event of disagreement or formal vote, each member shall have one vote.

5.1. The Director shall be responsible for the day-to-day administration of the agency. The Director shall serve in accordance with ESCA personnel policies. The direction of employees is vested in the Director. Employees have the rights and obligations as established pursuant to the Personnel Policies adopted by the Council on September 10, 1992, and all amendments thereto as approved by the Board; provided, however that the Director is authorized to deviate from policies in order to cope with the exigencies of and emergency and said personnel policies shall reference that ability.

5.2. The ESCA Board shall provide for and coordinate with the Compensation Board established by RCW 38.52.210.

Section 6. Insurance, Indemnification, and Legal Relations. The agency, through its final budget, shall maintain liability and casualty insurance policies as the ESCA Board shall determine appropriate or shall participate in an insurance pool established in accordance with the laws of the State of Washington. At the date of execution of this agreement, the Agency is a participant in the Washington Cities Insurance Authority. As used herein, the term "excess liability" shall refer to liability for its operations incurred with respect to the actions and operations of the Agency which are in excess of applicable insurance coverage as determined by judgment or approved settlement agreement.

6.1. Indemnification. The parties to this agreement agree to share excess liability for claims, losses, or liabilities in excess of the unexpended budget for the annual period in which the claim arose on the same percentage basis as their relative financial participation for the budget year in which such claims arose is determined in paragraph 4.1 above.

6.2. Survival of Indemnity. A party which withdraws its support from the Agency shall by its participation in any budget year promise to indemnify and hold harmless the remaining parties from any and all excess liability incurred

th respect to the operations of the Agency during the budget year(s) in which the withdrawing entity was a party to the agreement. Whether or not a particular claim loss or liability arose during a budget year shall be determined based upon the date on which the incident or incidents occurred which gave rise to such liability. This promise to hold harmless and indemnify shall be limited to the same percentage proportion of liability determined in accordance with the financial participation of the withdrawing entity by paragraph 4.1 above during the budget year in which the liability arose.

6.3. Nothing herein shall be deemed to waive the immunities established pursuant to RCW 38.52.180 et seq. nor to create third party rights or liability.

Section 7. Term and Dissolution. This agreement shall continue from year to year until terminated by action of the parties. The agreement may be terminated at any time by the agreement of a majority of the parties or the withdrawal of all parties but one with respect to a future budget year. Upon dissolution of the Agency, any and all assets, real or personal, and the ownership of the Agency shall be applied first to any financial liability or responsibility with respect to its windup operations. The value of the assets shall be then apportioned between the parties to the agreement in the same proportion as their financial participation in the budget year of dissolution.

Section 8. Director: Responsibilities. The Director shall be solely responsible for the day-to-day administration of the agency and shall exercise all powers available under RCW 38.52.070 and perform all the responsibilities and duties set forth in Chapter 38.52 RCW and Chapter 118-07 WAC. Among the Directors duties shall be the keeping of financial and other records reflective of the appropriations and expenditures of the Agency. The Director shall be responsible for the disbursement of funds provided for under the budget and shall, at the request of any party, provide an accounting of the Agency's operations. Funds shall be deposited with the Treasurer or Finance Director of the most populous party as provided in RCW 38.52.070(1). Such fund shall be known as the ESCA Emergency Management Fund. Disbursements, bidding and purchasing shall comply with requirements applicable to towns, so long as the Town of Woodway shall be a member; provided that in the event of an emergency restrictions shall be done away with as authorized in RCW 38.52.070(2). Legal services shall be provided by the legal counsel to the chairperson of the ESCA Board or such other counsel as the parties shall designate by their majority vote. Access to the books of the Agency shall be permitted during normal business hours to any party.

Section 9. Definitions.

9.1. Agency. The term "agency" shall mean the Emergency Services Coordinating Agency to be synonymous with the abbreviation ESCA.

9.2. Budget Year. The budget year shall refer to the calendar year January 1 through December 31 of each year.

9.3. Excess Liability. "Excess liability" shall mean the amount of the judgment or settlement approved by the ESCA Board in excess of the policy limits of an insurance policy or pool coverage and the available unencumbered budget for the agency for the year of occurrence.

9.4. Party. A "party" is a city or a town who is a party to this agreement and a member of the ESCA Board.

9.5. All other terms herein shall have the meaning assigned by Chapter 38.52 RCW and Chapter 118-07 WAC.

Section 10. Prior Agreement: Amendment. This agreement supersedes prior agreements by the parties, provided, however, that prior indemnification agreements shall survive to the extent necessary to provide for full indemnification of parties for liabilities arising during prior budget years. This shall be the sole agreement between the parties and shall be amended only in writing with the express written consent of the parties hereto. Once approved by the separate City Councils of the entities, it shall remain in full force and effect until terminated by the parties or by the withdrawal of a party from the agreement. All prior understandings between the parties, written or oral, are deemed merged with this agreement, provided, however, that this agreement shall be interpreted in order to implement its central purpose - the implementation of the emergency management plan previously incorporated by reference.

Section 11. Recording. This agreement shall be filed with the city or town clerks of each of the parties hereto, with King County Department of Records and Elections, and with the Snohomish County Auditor prior to becoming effective in accordance with the requirements of RCW 39.34.040.

DATED this 16 day of May, 1994.

Frank Stelling
Mayor, City of Bothell
~~City Manager, Withdrawn~~

Laura Hall
Mayor, City of Edmonds

John Linn
City of Mill Creek

Ross Wood
Mayor, City of Woodway

Stacy
City Manager, City of Kenmore
Dated this 24th day of May 1999

Sharon L Walker
Mayor, City of Brier

Terri Robert
Mayor, City of Lynnwood

Walter P. Hunt
City of Mountlake Terrace

Dan R. Hatcher
Mayor, City of Lake Forest Park
Dated this 4 day of January 1996.

EMERGENCY SERVICES COORDINATING AGENCY

1999 MEMBER ASSESSMENTS

<u>City/Population</u>	<u>% of Total</u>	<u>Cost Share</u>
Brier (6,295)	4.5	6,687.00
Edmonds (38,610)	27.6	41,010.00
Kenmore (16,874)	12.1	17,979.00
Lake Forest Park (12,800)	9.2	13,670.00
Lynnwood (33,110)	23.7	35,215.00
Mill Creek (10,692)	7.6	11,293.00
Mountlake Terrace (20,360)	14.6	21,694.00
Woodway (990)	.7	1,040.00
 TOTAL POPULATION 139,731		
 TOTAL CITY ASSESSMENTS		<u>148,588.00</u>