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
City Council Regular Meeting Agenda
7:00 p.m., Monday, December 14, 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. 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.

VI. CONSENT AGENDA

A. Adopt Minutes for the November 9, 2015 and November 16, 2015 City Council Meetings
DRAFT 11 09 2015 Minutes
DRAFT 11 16 2015Minutes

B. Approve Check Nos. 33292 - 33393 in the Amount of $1,838,672.86 and Electronically Transferred Payroll Funds Totaling $80,533.42 for the Period Ending November 20, 2015
Checks for Approval

C. Approve Check Nos. 33394 - 33494 in the Amount of $291,861.77 and Electronically Transferred Payroll Funds Totaling $76,022.76 for the Period Ending December 4, 2015
Checks for Approval

D. Receive and File October 2015 Financial Report for the City of Kenmore, Washington
Agenda Bill & Attachment

E. Adopt Resolution No. 15-268, Glenbrook Final Plat Approval
Agenda Bill & Attachments

F. Authorize City Manager to Execute Contract No. 15-C1486, Interlocal Agreement for Renewal of Watershed Resource Inventory Area 8 (WRIA 8) Funding from 2016 through 2025
Agenda Bill & Attachments

G. Authorize City Manager to Execute Amendment No. 1 to Contract No. 12-C1097 with the Law Office of Mary Stephens
Agenda Bill & Attachment

H. Approve Amendment No. 1 to Contract No. 15-C1456 with Coast & Harbor Engineering Regarding Squires Landing Park Conceptual Plan
Agenda Bill & Attachments

I. Approve Amendment No. 1 to Contract No. 15-C1457 with Coast & Harbor Engineering Regarding Log Boom Park Conceptual Plan
Agenda Bill & Attachments

J. Authorize the City Manager to Execute Contract No. 15-C1493, Interlocal Agreement with Washington State Department of Ecology (DOE) to Accept a $50,000 Water Quality Grant
Agenda Bill

K. Approve Amendment No. 4 to Contract No. 12-C1014, City Manager Employment Agreement
Agenda Bill & Attachment

VII. PUBLIC HEARING

A. Public Hearing on Amending the Kenmore Municipal Code (KMC) Section 12.50 to Adopt the City of Kenmore 2016 Road Standards - Kris Overleese, Public Works Director/City Engineer, and Zack Richardson, Capital Projects Manager
Agenda Bill & Attachments

VIII BUSINESS AGENDA

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A. Deliberation on Amending the Kenmore Municipal Code (KMC) Section 12.50 to Adopt the City of Kenmore 2016 Road Standards - Kris Overleese, Public Works Director/City Engineer, and Zack Richardson, Capital Projects Manager

(SEE PUBLIC HEARING for Agenda Bill & Attachments)

B. Puget Sound Energy (PSE) Franchise Discussion - Nancy Ousley, Assistant City Manager
Memo

C. Coast & Harbor Engineering Presentation of Preliminary Concepts for Log Boom Park and Squires Landing Park - Debbie Bent, Community Development Director
Agenda Bill & Attachments
PowerPoint Presentation

D. Lakepointe Commercial Site Development Permit & Transportation Mitigation Agreement Extension - Rob Karlinsey, City Manager, and Debbie Bent, Community Development Director
Agenda Bill & Attachments

E. Kenmore Business Registration Update - Nancy Ousley, Assistant City Manager
Agenda Bill & Attachments
PowerPoint Presentation

F. Planning Commission Appointments - Debbie Bent, Community Development Director
Agenda Bill & Attachment

IX. STAFF REPORTS

A. Kenmore Police Motor Patrol Officer - Rob Karlinsey, City Manager
Memo

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCILMEMBER INITIATIVES

XII. ADJOURNMENT

Upcoming Meetings:

January 5, 2016	7:00 p.m.	Planning Commission Regular Meeting
January 8 & 9, 2016	9a.m.-5p.m.	City Council Retreat - La Conner Channel Lodge
January 11, 2016	7:00 p.m.	City Council Regular Meeting
January 12, 2016	7:00 p.m.	Joint City Council Meeting with Lake Forest Park, Bothell, and Shoreline Regarding Sound Transit 3

City of Kenmore, Washington
City Council Special & Regular Meeting
Minutes
November 9, 2015

CALL TO ORDER – The special meeting of the Kenmore City Council was called to order by Mayor David Baker at 6:30 p.m.

EXECUTIVE SESSION

Mayor Baker recessed the special meeting to an executive session at 6:30 p.m. to discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 30 minutes and that no action is anticipated when the meeting is reconvened.

ADJOURNMENT – Mayor Baker adjourned the special meeting at 7:00 p.m.

CALL TO ORDER – Mayor Baker called the regular meeting to order at 7:01 p.m.

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

Councilmembers excused: Councilmember Curtis

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Public Works Director/City Engineer; Debbie Bent, Community Development Director; Zack Richardson, Capital Projects Manager; John Vicente, Capital Projects Manager; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

City Manager Karlinsey requested that an Executive Session be added at the end of the regular meeting.

It was Council consensus to approve the agenda as revised.

PRESENTATION

Energy Assessment Program – Puget Sound Energy (PSE) – Nancy Ousley, Assistant City Manager, and Mark Kammerer, PSE Community Outreach Manager for King County, were present. Kammerer gave a PowerPoint presentation about the SBDI, an energy saving program for small businesses, and the work they did in Kenmore during October. They were also available to answer any questions.

DRAFT

CITIZEN COMMENTS

John Adamski, 5906 NE Arrowhead Dr., Kenmore, was present to state his concerns about microsystin bacteria in Lake Washington.

It was Council consensus to add language regarding this to the 2016 Policy Statements page of the 2016 State Legislative Agenda.

Mayor Baker thanked the citizen for his comments.

CONSENT AGENDA

Consent Agenda Item C, 2016 State Legislative Agenda, was pulled for separate consideration by Councilmember Herbig.

Councilmember Herbig moved to postpone Consent Agenda Item C., 2016 State Legislative Agenda, until the November 23, 2015 City Council meeting. Mayor Baker seconded the motion. The motion passed unanimously.

Councilmember Denuski moved to approve the consent agenda as modified. Councilmember Sperry seconded the motion to Adopt the Minutes for the October 19, 2015 City Council Meeting, and Approve Check Nos. 33117 - 33212 in the Amount of $1,236,887.11 and Electronically Transferred Payroll Funds Totaling $79,162.47 for the Period Ending October 23, 2015. The motion passed unanimously.

PUBLIC HEARING

Public Hearing to Receive Public Testimony Regarding 2015-2016 Mid-Biennial Budget Amendments and 2015-2020 Capital Improvement Program (CIP) Amendments – Joanne Gregory, Finance & Administration Director, stated that this is the first of two public hearings that will be held this month. A public hearing will be held on November 23rd regarding the proposals for the 2016 Property Tax Levy. She gave a PowerPoint presentation explaining the purpose of capital project and mid-biennium reviews, and detailing the recommended adjustments. Two adjustments are recommended to the Transportation CIP, three carryover adjustments to the Parks CIP, and staff is not proposing any changes to the Surface Water CIP at this time. She reviewed recommended revenue and expenditure adjustments to the General Fund and the net impact to the General Fund as a result of those adjustments. She detailed net adjustments to other funds, including interfund transfers, and summarized the total amendments. She gave an update on the 2015-16 Salary Plan. She was also available to answer any questions.

Mayor Baker opened the public hearing to receive public testimony on this issue at 7:42 p.m.

As there were no citizens wishing to testify, Mayor Baker closed the public hearing at 7:43 p.m.

BUSINESS AGENDA

Discussion of 2015-2016 Mid-Biennial Budget Amendments and 2015-2020 Capital Improvement Program (CIP) Amendments – Joanne Gregory, Finance & Administration Director, was available for additional questions or comments.
Draft Road Standards Presentation – Kris Ooverleese, Public Works Director/City Engineer, and Zack Richardson, Capital Projects Manager were present to give a brief report. Capital Project Manager Richards stated that the draft road standards document is currently under review in the SEPA process and with Department of Commerce, which will not be fully complete until January. He stated that they plan to do a public hearing at the City Council meeting on December 14th and that final adoption will probably take place in early February. He asked for any Council feedback on the road standards by the end of the year. They were also available to answer any questions.

West Sammamish River Bridge Architectural & Artistic Elements Discussion – John Vicente, Capital Projects Manager, introduced Kevin Kim, Lead Design Engineer, Jacobs Engineering, and John Owen, Lead Architect, Makers Architecture & Urban Design. He gave a PowerPoint presentation, including a project update and a review of the tour of bridges that the City Council took on October 17th. He detailed possible design approaches based on virtual design objectives including visually linking the old and new bridges; different perspectives, such as pedestrian, drivers', and boaters' perspectives of the bridge; easy maintenance; and a design reflecting what is special about Kenmore. He requested feedback from Council on how to approach the design. City Manager Karlinsey noted that another aspect of the design is the street lighting and the pedestrian lighting along the walkway.

John Owen gave some examples of possible physical elements, such as pathways, railings, overlook interpretation, lighting, gateways and landings, structure, details and surfaces, and signs. He suggested considering how the bridge will continue to tie in with the rest of the City as the City grows. Vicente detailed the next steps in the process. They were also available to answer any questions.

STAFF REPORT

City Manager Karlinsey stated that the commercial site development permit & transportation mitigation agreement for Lakepointe expires at the end of this year, and staff is working with them on that. City Code states that the City Manager has the authority to extend it if necessary. He would like to bring this to the City Council for discussion before the end of the year. He stated that no proposals have been received for the Town Green retail opportunity. Staff will regroup and rethink how to approach this and get back to Council. He stated that staff is working with PSE currently, negotiating the gas and electric franchise, and are asking them to come to an upcoming Council meeting to talk about system reliability.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Smith stated that he is on the board of the Northshore Parks & Recreation Service Area (NPRSA), and attended a meeting on Saturday. The Northshore Senior Center

Board is seriously thinking about discontinuing their relationship with Senior Services (to be called Sound Generations as of 2016). The Northshore Senior Center Board believes that they can do a better job of providing these services. They don't anticipate that there would be any change in the City's relationship with the Kenmore Senior Center. The NPRSA Board has requested more information and legal advice.

Councilmember Sperry stated that there is an opening on the Kenmore Library Board, and alternate member Carol Chaput would like to be confirmed as regular member.

It was Council consensus to place this on the Consent Agenda of an upcoming Council meeting.

Councilmember Denuski stated that as a citizen, she's an organizer of Kenmore Elementary Secret Santa program and is looking for volunteers. She asked if Council would like to adopt one or more children.

It was Council consensus to adopt one child as a group.

In addition, Mayor Baker and Councilmember Smith each volunteered to adopt a child.

Deputy Mayor Van Ness reported on last week's National League of Cities (NLC) meeting. He stated that it was an interesting and productive meeting. He attended classes on open data, public/private partnerships in providing infrastructure in a city, and the sharing economy (Uber, Airbnb, etc.). He stated that Mayor Baker was awarded the highest level of achievement in the NLC University.

Mayor Baker stated that he attended a American Public Health Association meeting last Monday, at the request of the White House, as part of a panel for the opening President's session. He also mentioned the recent NLC meeting. He stated that he went to a meeting of seniors looking at effects of Baby Boomers retiring from the work force. Tomorrow he will be part of interfaith group looking at homelessness and tent cities in the area. Sheri Baker has met with the owner of Speedy Reedy, and they are looking at sponsoring a swimming event next summer, instead of jumping right into a triathalon. He reported on a free clinic he volunteered for recently.

COUNCILMEMBER INITIATIVES

Councilmember Smith would like to see staff start serious discussions with Washington State Parks to create an agreement giving the City control of the uses and improvements of the current St. Edward State Park ball field site, and that City staff start pulling together the necessary data for SEPA for improvements to the site, and that this would be done as soon as possible. He requested that staff report back to Council on the costs of doing this.

It was Council consensus to direct staff to look into what is necessary for the City to assume control of the uses, improvements and maintenance of the St. Edward State Park ball fields, including potential costs.

Councilmember Herbig stated that it has been 6 years since Council salaries have been looked at, and he requested that Council convene a Salary Commission to look at that and make a

recommendation to ensure that salaries are reasonable and in line with neighboring cities. Mayor Baker stated that a Salary Commission is totally independent from Council and staff, and Council must abide by whatever they decide.

It was Council consensus to appoint a Salary Commission.

EXECUTIVE SESSION

Mayor Baker recessed the regular meeting to an executive session at 9:15 p.m. to discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 30 minutes and that no action is anticipated when the meeting is reconvened.

Mayor Baker reconvened the regular meeting at 9:45 p.m.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 9:45 p.m.

DRAFT

_____
David Baker, Mayor

ATTEST:

_____
Patty Safrin, City Clerk

City of Kenmore, Washington
City Council Regular Meeting
Minutes
November 16, 2015

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor David Baker at 7:03 p.m.

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

Staff present: Rob Karlinsey, City Manager; Joanne Gregory, Finance & Administration Director; Richard Sawyer, Surface Water Program Manager; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Councilmember Smith led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

CITIZEN COMMENTS

There were no citizens wishing to speak during the Citizen Comments period.

CONSENT AGENDA

Mayor Baker pulled Item D from the Consent Agenda for separate consideration.

Councilmember Curtis moved to approve Consent Agenda Items A through C. Mayor Baker seconded the motion to Adopt the Minutes for the October 26, 2015 City Council Regular Meeting; Authorize the City Manager to Execute Amendment No. 1 to Contract No. 14-C1358 with Public Health of Seattle/King County (PHSKC) for a Local Hazardous Waste Management Grant; and Approve the 2016 State Legislative Agenda. The motion passed unanimously.

Councilmember Sperry moved to approve Consent Agenda Item D, Confirm Current Kenmore Library Board Alternate Carol Chaput as a Regular Board Member. Mayor Baker seconded the motion. The motion passed unanimously.

PUBLIC HEARING

Public Hearing to Receive Public Testimony on the Proposed 2016 Tax Levy, Ordinance No. 15-0411 - Joanne Gregory, Finance & Administration Director

Mayor Baker opened the public hearing to receive public testimony on this issue at 7:07 p.m.

As there were no citizens wishing to testify, Mayor Baker closed the public hearing at 7:07 p.m.

BUSINESS AGENDA

Discussion of the Proposed Tax Levy for 2016, Ordinance No. 15-0411 - Joanne Gregory, Finance & Administration Director, was present to provide a brief PowerPoint presentation. She noted key dates for the budget, CIP, and tax levy consideration and approval. She stated that inflation was so low this year that the Implicit Price Deflater (IPD) is lower than 1%, which does not happen very often. If the City takes the .25% increase, it would lower our banked capacity, so staff's recommendation is to take a 0% increase this year and bank 1% for future need. She was also available to answer any questions.

It was Council consensus to bring back an ordinance in keeping with the staff recommendation of taking a 0% increase in the tax levy for 2016 and banking 1% for future need.

Cityworks Software Demonstration - Richard Sawyer, Surface Water Program Manager, was present to provide a demonstration of the Cityworks software in order to enable Councilmembers to view Citizen Action Requests (CARs) at home. He demonstrated the software on the video screen. He distributed written instructions to the Council. He was also available to answer any questions. City Manager Karlinsey stated that this tool is available to Council as policy makers.

Salary Commission Appointments - Mayor Baker stated that he recommends Todd Baker, Char Crawford and Glenn Rogers to serve on a Salary Commission to determine Council salaries. He noted that, according to State law, the Council is required to abide by whatever decision the Salary Commission makes. The Salary Commission members will serve until they reach a decision, at which point the Commission would be dissolved.

Councilmember Curtis moved to appoint Todd Baker, Char Crawford, and Glenn Rogers to serve on a Salary Commission. Deputy Mayor Van Ness seconded the motion. The motion passed 7-0.

STAFF REPORT

City Manager Karlinsey stated that staff has begun a process to enter into an agreement with State Parks to give the City control of the ball fields at St. Edward State Park for the purpose of improving, operating, and maintaining them. The anticipated timeline is to have an agreement by late March 2016, when the State Parks Commission meets in Olympia. He stated that he would like to have a public meeting on the topic, although timing for a public meeting has not yet been determined. This work is a follow-up on Council direction from the November 9th City Council meeting.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Smith thanked City Manager Karlinsey and Community Development Director Debbie Bent for their efforts regarding the ball fields.

Councilmember Denuski stated that she was on the Town Green art selection board with Councilmember Sperry last week. She stated that they narrowed the candidates down to four from 27 applicants.

Mayor Baker stated that he attended a Sound Transit 3 (ST3) Steering Committee meeting on Thursday. As a result of that meeting, a meeting is being planned with the Kenmore, Lake Forest Park, Bothell and Shoreline City Councils during the week of January 11, 2016. There is an ST3 Board meeting coming up at the end of January, and they want to make sure that everyone is on the same page and working together. Tomorrow he will meet with the new Mayor of Lake Forest Park, Lake Forest Park Councilmember Catherine Stanford, and Shoreline's legislative person, Scott McCall to discuss ST3 to make sure everyone is asking for the same thing. He stated that he will attend the ST3 Board meeting on December 4th to show a Kenmore presence. At that meeting, ST3 will narrow the list of projects and pass out templates that cities will need to work with. Today he met with John Fine, President of United Way, to talk about King County cuts to senior services, especially senior food programs; however, nothing was resolved. He stated that the Kenmore Bothell Interface Group (KBIG) met last Tuesday, and he was part of a panel on tent cities at that meeting. He noted that Councilmember Herbig was there as well.

EXECUTIVE SESSION

Mayor Baker recessed the regular meeting to an executive session at 8:15 p.m. (after a 7 minute break) to discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 20 minutes and that action may be taken as a result of the executive session.

Mayor Baker reconvened the regular meeting at 8:35 p.m.

POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION

Councilmember Smith moved that 1) the City Manager is authorized to settle the dispute between the City and MSPT XI regarding the grades and composition of the Kenmore Town Green project soil through the payment of $30,000 by MSPT XI to the City, and to sign a settlement agreement in a form approved by the City Attorney; and 2) the City Manager is authorized to sign an amendment to the "Amended and Reciprocal Grant of Easements and Agreement" between the parties, and new easements related to the agreement, that are necessary to settle the dispute. Mayor Baker seconded the motion. The motion passed 7-0.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 8:38 p.m.

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David Baker, Mayor

ATTEST:

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Patty Safrin, City Clerk

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 33292-33393 which total $1,838,672.86, and electronically transferred payroll funds totalling $80,533.42, 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.

11/20/15

City Manager **Date**

11/20/15

Finance Director **Date**

Check #	Vendor Name	Description	Check Amount
33292	BAKER, DAVID	9/20-10/19 Mileage Replacement	154.68
33293	CITY OF KENMORE	PERS Retro Reimbursement	26.87
33294	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,564.39
33295	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
33296	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,835.43
33297	DRS 457	Deferred Comp Payroll Deduction	1,860.00
33298	CITY OF KENMORE FS	Flexible Spending Medical Plans	334.21
33299	BANK OF AMERICA 941	Payroll Taxes	16,516.10
33300	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	17,900.27
33301	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
33302	HSA BANK	Employee Health Savings Acct. Contribution	150.00
33303	CITY OF LAKE FOREST PARK	October Public Works Crew & Equipment	73,205.65
33304	COASTWIDE LABORATORIES	Parks Supplies	800.66
33305	CROWN PRODUCTS LLC	Dog Waste Bags	1,026.15
33306	DAILY JOURNAL OF COMMERCE	Ad 11/2 RFP for Financial Software	112.20
33307	DURRANT, JEFF	Per Diem & Lodging for Police Conference	416.00
33308	FRUHLING SAND & TOPSOIL	Brush Waste from Parks	280.00
33309	HOME DEPOT CREDIT SERVICES	Sand Bag Depot Supplies	68.54
33310	KING COUNTY FINANCE	3rd Qtr Mental Health/Liquor Profits/Taxes	1,424.94
33311	KING COUNTY FINANCE	Oct. Road Svcs/Signs/Ped. Improvements	20,972.14
33312	KING COUNTY FINANCE	Oct. ROW Dump Fees	66.00
33313	KING COUNTY SHERIFF	September & October Police Services	518,168.16
33314	KUSTOM SIGNALS, INC.	Police Dept. Directional Talon	2,468.19
33315	LIGHTHOUSE CONSULTING INC	Oct. IT/Protection Services	1,706.01
33316	NORTHSHORE FIRE DEPT	Oct. Fire Marshal Plan Review	805.00
33317	NORTHSHORE UTILITY DIST	Oct. Vehicle Maintenance & Fuel	3,116.72
33318	HONEY BUCKET	11/7-12/4 Twedt Property Rental	218.35
33319	OFFICE DEPOT	Office & Breakroom Supplies	1,297.67
33320	PACIFIC TOPSOILS	Mulch & Green Waste Disposal/Wood Chips	937.59
33321	PEOPLES STORAGE	December Storage Rent	201.00
33322	PUGET SOUND ENERGY	Oct. Street Lights/Electricity/Gas	13,827.22

33323	CEMEX	Asphalt for Road Repair	151.94
33324	SEATTLE TIMES	Ads for Public Hearing/Comp Plan/Tax Levy	244.96
33325	STEWART MACNICHOLS HARMELL, INC.	Oct. Public Defender Services	5,000.00
33326	TOTAL LANDSCAPE CORP	November NS Summit & Squires Landing	1,297.58
33327	WA CITIES INSURANCE AUTHORITY	Training Fee 10/28/15	25.00
33328	WA STATE DEPT OF TRANSPORTATION	Sept. Project Costs/SR522 West A Design	1,172.02
33329	COLUMBIA RIDGE LANDFILL	Oct. Street Sweeper Dump Fees	2,241.23
33330	AURORA RENTS	Rental for SWM Facility Maintenance	65.10
33331	BERK & ASSOCIATES	Oct. Parks & Transportation Services	9,833.60
33332	SNOHOMISH COUNTY	Oct. Solid Waste - Vactor Disposal	1,684.00
33333	SETHER, CLIFFORD	Expense Reimbursement for Teen Dance	62.83
33334	KONICA MINOLTA BUSINESS SOLUTIONS	October KBA Copier Charges	489.59
33335	WA STATE DEPT OF TRANSPORTATION	Sept. SR522 West A 15-C1362 Construction	870.48
33336	KONICA MINOLTA BUSINESS SOLUTIONS	Oct. Incubator & KBA Copier Lease	696.16
33337	SOUND LAW CENTER	Hearing Examiner Svcs/Log Boom Pk Appeal	10,906.00
33338	BANNER BANK CS	Airfare & Supplies for Teen Dance	714.06
33339	HDR	8/23-9/26 13-C1214 SR522 W A Construction	100,729.34
33340	SANDRA OWEN DESIGN	2015 Lighting Festival Poster	406.25
33341	COFFMAN, JON	Per Diem for Police Conference	224.00
33342	BANNER BANK NO	Conference Reg/Incubator/Business Directory	764.99
33343	QUALITY BUSINESS SYSTEMS INC.	1st & 2nd Floor Xerox Copy Charges	1,198.85
33344	BANNER BANK JG	Emergency Supplies/Hard Drives	396.03
33345	GRAINGER	Fencing Posts	184.83
33346	BANNER BANK KENMORE	Supplies/SWM Tools/Lodging/Conference Reg.	1,908.66
33347	BANNER BANK KENMORE	Lodging/Permit Fees/Bus Pass	1,824.02
33348	A+ CONFERENCING	Conference Calls 11/9/15	56.57
33349	BANNER BANK JGORDON	Vehicle Repair/Recycle Bins	635.42
33350	JACOBS ENGINEERING GROUP	8/22-10/2 15-C1411 W. Samm. Bridge Project	143,755.84
33351	ZUMAR	City Hall Signs & Posts	897.28
33352	COMCAST	11/14-12/13 City Hall Cable/Internet	139.08
33353	GORDON THOMAS HONEYWELL	Oct. Gov't Relations Consulting	3,737.94
33354	TOWN CENTER HARDWARE	Tools/Equipment/Supplies	186.64
33355	INTEGRA TELECOM	11/8-12/7 City Hall Phone Service	892.75
33356	FRONTIER	10/28-11/27 City Hall & Elevator Phones	1,034.17
33357	PROTECTION TECHNOLOGIES, INC	City Hall Door Access Control Repairs	202.50
33358	SUSSMAN/PREJZA & CO, INC	Wayfinding Signs/Design Burke Gilman Trail	565.00
33359	INDEPENDENT STATIONERS	File Cabinets for Incubator Building	733.52
33360	BANNER BANK BH	Supplies/Parking/Mtg. Expenses	353.26
33361	HOPKINS, CRAIG	Police Volunteer Mileage Reimbursement	58.08
33362	MILLER STEPHENS, MARY	August Public Defense Svcs @ SCORE	1,250.00
33363	LAW OFFICE OF JOHN RONGERUDE, P.S.	Special Conflict Defense Services	1,200.00
33364	PERTEET INC.	Oct. On-Call 12-C1082 Consulting	27,054.59
33365	AAA FLAG & BANNER MFG. CO., INC.	Holiday Banners	2,092.33
33366	VERIZON WIRELESS	10/27-11/26 Cell Phones/I-Pads	1,063.17
33367	BANNER BANK VAN NESS	Conference Reg/Meals/Transportation	452.40
33368	BANNER BANK PS	Wellness Supplies	87.00
33369	OVERLEESE, KRISTEN	Mileage/Meal/Meeting Reimbursement	84.43
33370	KARLINSEY, ROB	Meeting Expense Reimbursements	82.46
33371	KENMORE COMMERCIAL LLC	Dec. Business Incubator Lease	3,281.00
33372	EVERGREEN FIRE AND SAFETY, INC.	Fire Extinguishers	252.88
33373	UTILITIES UNDERGROUND LOCATION CTR	Oct. Utility Locate Services	180.60
33374	OSBORN CONSULTING INC.	Sept. On-Call Engineering 12-C1081	3,373.00

33375	G & H PRINTING	Christmas Tree Lighting Poster	71.51
33376	NORTHWEST LANDSCAPE SERVICES	Nov. SR522 ROW Landscaping Services	1,199.81
33377	FASTSIGNS	Hank Heron Stencil	65.70
33378	TRINITY CONTRACTORS, INC.	61st Ave Void Repair Payment #1	41,032.80
33379	WA ASSOC OF PUBLIC RECORDS OFFICERS	N. Meehan & T. McAllister Membership	50.00
33380	SCORE	Sept. Health Services & Oct. Inmate Housing	30,393.09
33381	ALL CITY FENCE CO.	Fencing Modifications on 61st Ave NE	8,897.97
33382	GALLATIN PUBLIC AFFAIRS	Oct. Marketing/Media Relations	3,500.00
33383	MARSHBANK CONSTRUCTION	SR522 West A - Pay Est. #7	636,594.69
33384	WAYNE'S ROOFING INC.	Post Office Roof Final Payment/Change Orders	3,894.72
33385	GRINDLINE SKATEPARKS INC.	Skatepark Construction Payment # 4 & #5	59,055.95
33386	LANGTON SPIETH, LLC	Sept/Oct Consulting - Community Engagement	6,500.00
33387	STEWART TITLE COMPANY	W. Sammamish Bridge Subd Guarantee	438.00
33388	PHSI PURE WATER FINANCE	Sept. & Oct. Incubator Bldg. Filtered Water	100.62
33389	GRAHAM, JIM	Kenmore Town Green Artist Panel Honorarium	75.00
33390	HYERAN, JENNA LEE	Room Rental Cash Deposit Refund	250.00
33391	COUNTINGCARS.COM	Traffic Count Equipment	1,295.82
33392	COAST & HARBOR ENGINEERING	Log Boom Park/Squires Landing Improvements	11,810.61
33393	SITTS & HILL ENGINEERS, INC.	Sept. & Oct. Prof. Services - Squires Landing	4,633.00
11/13/2015	PAYROLL	Direct Deposit	80,533.42
			$ 1,919,206.28

2015	PRIOR VENDOR ACTIVITY	TOTAL FOR 2015
314 PIE		24.00
A & A LIMOUSINE & BUS SERVICE		1,710.00
A+ CONFERENCING		453.81
A-1 LANDSCAPING & CONSTRUCTION, INC.		7,177.73
AA ASPHALTING, INC		16,583.78
AA PARTY RENTALS		3,016.27
AAA FLAG & BANNER MFG. CO., INC.		5,620.28
AAA PRINTING		723.80
AABCO BARRICADE COMPANY INC.		1,046.88
ACTION ENTERTAINMENT		790.00
ACTIVE SHOOTER TRAINING LLC		1,334.52
ADVANCE TESTING & SERVICE INC		702.00
AFLAC		4,385.10
ALCALDE & FAY		50,879.64
ALEXANDER, JEFF		250.00
ALL CITY FENCE CO.		4,089.83
ALL TRAFFIC DATA SERVICES, INC.		1,250.00
ALLISON & PARTNERS		9,600.00
ALPHA SUPPORTED LIVING SERVICES		250.00
ALPHAGRAPHICS US718		1,713.76
AM TEST, INC		700.00
AMERICAN GENERAL		4,437.20
AMERICAN PLANNING ASSOCIATION		2,111.00
AMERICAN PUBLIC WORKS ASSOCIATION		960.00
AMERICAN SOCIETY OF COMPOSERS		341.40
ANCHOR QEA, LLC		8,457.84
ANDERSON, RICK		300.00
APBP		85.00
APPLIED TECHNOLOGIES NW INC.		8,946.63
ARC - PACIFIC NORTHWEST		675.46
ARTS OF KENMORE		3,240.25
ASSOCIATION OF WA CITIES		16,925.94
ATHENAS		101.00
AURORA RENTS		1,142.07
AV CAPTURE ALL		2,757.43
AWC EMPLOYEE BENEFITS		419,663.44
BAKER, DAVID		3,230.49
BANK OF AMERICA 941		336,262.09
BANNER BANK	BAKER	13,612.81
BANNER BANK	BH	3,267.00
BANNER BANK	CS	4,158.58
BANNER BANK	DB	1,397.50
BANNER BANK	JG	6,065.93
BANNER BANK	JGORDON	24,254.88
BANNER BANK	KENMORE	32,166.15
BANNER BANK	LD	9,881.41
BANNER BANK	NO	3,205.67
BANNER BANK	PS	226.82
BANNER BANK	VAN NESS	5,709.50
BASTYR UNIVERSITY		50,200.00
BEARCOM		199.29
BECKER, THEODORE J		1,675.00

BEN & JERRY'S	11.00
BENDZAK, ROBERT	2,048.59
BERK & ASSOCIATES	63,804.84
BILLY-JOE PARK LLC	3,500.00
BLACKBAUD	6,283.89
BOHMAN, BRIAN	300.00
BORROMEO, ALEXANDER	75.00
BOTTLEROCKIT	500.00
BRIEN, GAYLYNN	500.00
BUILDERS EXCHANGE OF WASHINGTON INC	183.85
BULGER SAFE & LOCK, INC.	48.83
CALPORTLAND COMPANY	2,091.22
CAPITAL ONE COMMERCIAL/ COSTCO	1,522.40
CASCADE PEST CONTROL	1,423.50
CATHOUSE PIZZA	48.00
CEMEX	3,701.07
CENTER FOR HUMAN SERVICES	15,000.00
CENTER FOR PRIORITY BASED BUDGETING	12,500.00
CHAVEZ, FRANCISCO	1,500.00
CHICK'N FIX	48.00
CHINOOK BOOK	1,642.50
CITY OF BELLEVUE	119,726.46
CITY OF KENMORE	429.16
CITY OF KENMORE FS	7,018.41
CITY OF KENT	500.00
CITY OF LAKE FOREST PARK	661,117.00
CITY OF SHORELINE	8,013.16
CITYWORKS/ AZTECA SYSTEMS INC.	20,074.64
CLK CONSTRUCTION LLC	9,811.11
CLOWNS UNLIMITED, INC.	876.00
CLYDE/WEST	154.31
COASTAL WEAR PRODUCTS INC	2,713.42
COASTWIDE LABORATORIES	7,341.99
COBRA BEC, INC.	526.15
CODE PUBLISHING COMPANY	8,052.69
COLUMBIA FORD	72,062.80
COLUMBIA RIDGE LANDFILL	5,778.63
COMCAST	3,197.27
CONSOLIDATED PRESS	9,279.12
CONTECH ENGINEERED SOLUTIONS, INC	17,936.10
CONTOUR FENCE CO. INC.	802.64
CONYERS, JODY	170.63
CROWN PRODUCTS LLC	1,021.30
CULLEY, AMBERLY	204.33
CUNNINGHAM, ED	250.00
CURTIS, DR. MILTON	1,326.64
DAILY JOURNAL OF COMMERCE	5,004.80
DANSOUND INC	7,568.64
DAY WIRELESS SYSTEMS	1,325.67
DENUSKI, STACEY	756.72
DEPARTMENT OF ECOLOGY	20,592.50
DEPARTMENT OF LABOR AND INDUSTRIES	26,784.92
DEPARTMENT OF RETIREMENT SYSTEMS	325,040.79
DEVRIES, DENIS	374.42

DIGITAL REPROGRAPHICS SERVICES INC.	404.65
DLT SOLUTIONS	1,600.67
DRS 457	19,560.00
DURRANT, JEFF	337.50
EAGLE EYE CONSULTING ENGINEERS	125.00
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EE-NA ENTERPRISES LLC	13,593.15
EMERGENCY SERVICE COORDINATING AGCY	50,559.00
EMPLOYMENT SECURITY DEPT	22,986.02
ENVIRONMENTAL SYSTEMS RESEARCH INST.	7,008.00
EVERGREEN PRINT SOLUTIONS	781.24
EVERGREEN SAFETY COUNCIL	299.00
EVER-MARK, LLC	1,571.33
FASTSIGNS	1,555.28
FAZZARI MARKETING	2,965.26
FERGUSON ENTERPRISES INC #1539	9,391.56
FINANCIAL CONSULTANTS INT'L INC	108.90
FIRE PROTECTION, INC	9,329.27
FIRST AMERICAN TITLE	466.00
FISHER, ALENE	712.34
FLEMINGS HOLIDAY LIGHTING LLC	5,330.64
FRONTIER	10,276.48
FRUHLING SAND & TOPSOIL	5,006.26
FUNRENT	575.81
G & H PRINTING	429.68
GA JORGENSEN CO. INC.	253.81
GALLATIN PUBLIC AFFAIRS	33,091.85
GATES, JANICE	40.74
GENERAL DYNAMICS	890.00
GENERAL ELECTRIC CO	1,183.70
GEOENGINEERS INC	3,292.25
GIP'S DOWN-HOME BBQ	168.00
GOODSELL POWER EQUIPMENT #2 INC.	2,872.78
GORDON THOMAS HONEYWELL	33,362.17
GOREENG	66.00
GOVDELIVERY, INC.	10,500.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GRABER MANUFACTURING, INC.	2,525.00
GRAINGER	2,106.27
GRAKLANOFF, ANNA	75.00
GREATER BOTHELL CHAMBER OF COMMERCE	3,852.09
GREGORY, JOANNE	1,835.87
GRINDLINE SKATEPARKS INC.	209,473.39
HAMPSON, BRYAN	53.55
HANSEN, COREY	34,250.00
HARRIS & SMITH PUBLIC AFFAIRS	1,581.25
HARRIS COMPUTER SYSTEMS	7,390.06
HAVESON, CRAIG	7,500.00
HAWTHORNE LANE LLC	7,500.00
HDR	586,324.25
HELMETS R US INC	296.75
HERMANSON COMPANY, LLP	4,617.20
HESTON VISUAL ARTS	672.33

HEWITT	301,134.86
HOLLY, BRANDAN	100.00
HOME DEPOT CREDIT SERVICES	1,703.22
HONEY BUCKET	4,627.71
HOPELINK	15,250.00
HOPKINS, CRAIG	733.10
HORIZON DISTRIBUTORS INC	912.11
HORTON, JEANINE	280.32
HSA BANK	1,350.00
ICMA RETIREMENT TRUST 457 - 304745	61,328.70
iCOMPASS TECHNOLOGIES, INC.	9,879.20
IDEA DECANTER	500.00
INDEPENDENT STATIONERS	3,057.43
INDUSTRIAL PHYSICAL CAPABILITY SVCS	170.00
INGLEMOOR HIGH SCHOOL MUSIC BOOSTERS	1,600.00
INNOVAC	28,666.72
INSLEE, BEST, DOEZIE & RYDER, P.S.	163,344.90
INTEGRA TELECOM	8,517.69
INTERNATIONAL CODE COUNCIL, INC	56.39
INTERNATIONAL INST OF MUNI CLERKS	220.00
INTERNET DOMAIN NAME SERVICES INC.	180.00
iWORQ SYSTEMS	2,800.00
J&K ASSOCIATES	7,485.42
JACOBS ENGINEERING GROUP	69,523.80
JAYMARC - AV	897.90
JET CITY PRINTING	5,316.65
JOHN E. REID & ASSOCIATES	1,080.00
JOHNSON, WES	530.00
JOYCE ZIKER PARKINSON	16,162.50
KARLINSEY, ROB	420.29
KARN, DAVID	166.67
KEEP POSTED INC	276.00
KENMORE CAMERA	1,235.05
KENMORE COMMERCIAL LLC	33,820.00
KENMORE ELEMENTARY PTA	4,500.00
KENMORE JR HIGH SCHOOL	75.00
KIEWIT/GENERAL/MANSON	7,500.00
KING CO. UTILITY COORDINATION COUNCIL	75.00
KING COUNTY ANIMAL SVCS	3,893.00
KING COUNTY DISTRICT COURT	142,660.00
KING COUNTY FINANCE	852,933.28
KING COUNTY FINANCE W.L.R.D.	56,553.63
KING COUNTY FINANCE/ GIS	2,007.19
KING COUNTY FLEET ADMIN	383.18
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	5,498.64
KING COUNTY PARKS	72.41
KING COUNTY RADIO COMM SERVICES	850.83
KING COUNTY REAL ESTATE SVCS	500.00
KING COUNTY RECORDER'S OFFICE	259.00
KING COUNTY SHERIFF	2,038,561.33
KING COUNTY SUPERIOR COURT CLERK	141,200.00
KING COUNTY TREASURY	13,507.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00

KONICA MINOLTA BUSINESS SOLUTIONS	4,897.29
KPFF CONSULTING ENGINEERS	15,499.08
KUKER-RANKEN INC	29.51
KUSTOM SIGNALS, INC.	154.64
LACONNER CHANNEL LODGE	200.00
LAKE CITY PICTURE FRAMING	249.89
LANDSCAPE FORMS, INC.	2,602.82
LANGTON SPIETH, LLC	21,453.74
LANSING HOMES II LLC	55.05
LAW OFFICE OF JOHN RUNGERUDE, PS	2,700.00
LEE BRIANTE	1,000.00
LEGACY FORD	31,111.73
LIGHTHOUSE CONSULTING INC	48,603.92
LINCOLN NATIONAL LIFE INSURANCE	8,810.39
LOYUK, SAMANTHA	1,285.48
MACDONALD MILLER FACILITY SOLUTIONS	7,603.88
MAGEE, SCOTT	2,800.00
MAIL FINANCE	2,109.00
MANTLE INDUSTRIES INC	3,277.34
MARINE FLOATS CORPORATION	10,916.06
MARSHBANK CONSTRUCTION	4,010,908.71
MASTEC NETWORK SOLUTIONS	5,722.86
MCALLISTER, TERESA	65.78
MEEHAN, NANCY	355.26
MIGHTY BISON BOOKING	3,500.00
MILLER STEPHENS, MARY	10,000.00
MILLS, VIC	250.00
MINZGHOR, NICHOLAS	416.69
MOBILE ELECTRICAL DISTRIBUTORS INC	13.47
MOBILE MINI, INC.	2,961.81
MODERN ENTERPRISES, LLC	1,750.00
MORGAN SOUND INC	3,426.26
MR. T'S TROPHIES	3,562.86
MUMMA, RYAN	1,105.97
MUNSON, JOSHUA	12.73
NARANCIC, SHEILA	3,250.00
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LEAGUE OF CITIES	1,489.00
NATIONAL LIFE OF VERMONT	1,343.42
NATIONAL NEIGHBORHOOD WATCH INSTITUTE	345.00
NATIONWIDE FINANCIAL 401a	245,094.74
NATIONWIDE RETIREMENT SOLUTIONS 457	5,985.00
NEEMA'S COMFORT	55.92
NEOPOST NORTHWEST	274.82
NORTHSHORE FIRE DEPT	6,037.25
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	1,226.00
NORTHSHORE SCHOOL DISTRICT	7,500.00
NORTHSHORE SENIOR CENTER	21,450.00
NORTHSHORE UTILITY DIST	84,083.07
NORTHSHORE YMCA	3,250.00
NORTHSHORE YOUTH & FAMILY SERVICES	12,000.00
NORTHWEST ATHLETICS	350.00
NORTHWEST LANDSCAPE SERVICES	12,830.31

NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST TROPHY	189.44
NW ENVIRONMENTAL TRAINING CENTER	1,325.00
OFFICE DEPOT	9,918.57
OFFICE MAX	6,119.24
OFFICE TEAM	9,042.70
OfficeMax Workplace Interiors	9,871.11
OLYMPIC ENVIRONMENTAL RESOURCES INC	37,599.97
OSBORN CONSULTING INC.	167,292.33
OUSLEY, NANCY	1,136.72
OVERLEESE, KRISTEN	77.88
PACIFIC TOPSOILS	5,782.61
PARADISE AMUSEMENTS	100.00
PARISI, NICK	44.00
PART WORKS INC	461.93
PARTNER CONSTRUCTION PRODUCTS	189.70
PASIFIKA ARTIST NETWORK LLC	2,250.00
PAT'S TREES AND LANDSCAPE INC.	13,507.24
PAWS	2,873.00
PENDLETON, MICHAEL	3,523.84
PEOPLES STORAGE	2,150.00
PERSONAL BEST/ TOPHEALTH	197.77
PERTEET INC.	199,710.49
PETERSON, JANET	1,175.00
PETTY CASH CUSTODIAN	1,250.38
PHAM, CHOUNG	98.54
PHSI PURE WATER FINANCE	1,378.47
PIEDMONT DIRECTIONAL	2,896.68
PIPERS CREEK NURSERY	188.34
PLANNING ASSOCIATION OF WASHINGTON	80.00
PREPARE NORTHWEST	500.00
PRINTWEST	492.75
PROTECTION TECHNOLOGIES, INC	374.95
PRO-VAC	21,563.84
PUBLIC AGENCY TRAINING COUNCIL	700.00
PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	14,740.00
PUGET SOUND ENERGY	175,749.48
PUGET SOUND REGIONAL COUNCIL	15,270.00
PURE WATER TECHNOLOGY OF PUGET SOUND	448.52
QUALITY BUSINESS SYSTEMS	8,110.94
RANDALL, BRIAN	234.31
REDMOND, MICHAEL	61.25
REFINO HOMES OF WASHINGTON LLC	7,500.00
REPUBLIC SERVICES	9,001.96
RICHMOND AMERICAN HOMES OF WA	60.00
RM HOMES LLC	412.01
ROAD CONSTRUCTION NW, INC.	87,043.22
RODGERS, DEUTSCH & TURNER PLLC	70,600.00
ROGERS, GLENN	20.91
RONGERUDE, JOHN	900.00
SAFRIN, PATTY	101.35
SAMYN, DR. JEFFREY	250.00

SANDRA OWEN DESIGN	1,962.50
SARA CAHOONE	750.00
SARAH ROBERTS	105,080.40
SAUVE, GAYLEN	700.00
SAWYER, RICHARD	1,433.31
SCHAUFFLER, CYNTHIA	65.65
SCHINDLER ELEVATOR CORPORATION	1,524.53
SCHOCK, BRETT	227.04
SCORE	483,896.53
SEATTLE TIMES	14,279.55
SECRETARY OF STATE	57.60
SEES TREES AND EXCAVATION INC	1,029.30
SESAC	360.00
SETON IDENTIFICATION PRODUCTS	29.99
SEXTANT MARKETING GROUP	6,940.61
SHELTON, CINDY	42.55
SHERWIN-WILLIAMS CO. #8099	154.79
SHRED-IT	585.04
SIGN UP, SIGN CO, INC	2,250.23
SILVER KITE COMMUNITY ARTS CONSULT.	300.00
SNOHOMISH COUNTY	7,426.00
SNOHOMISH COUNTY HEARING EXAMINER	500.00
SOCRATA, INC.	9,198.00
SOLODVNIK, EUGENE & TATYANA	57.50
SOUND CITIES ASSOC	12,798.49
SOUND LAW CENTER	12,495.00
SOUND PUBLISHING, INC.	11,566.43
SOUTHWEST PLUMBING	34.51
SPERRY, LAURIE	91.95
SPORTWORKS NORTHWEST, INC.	597.17
SPOT HOT DOG & BRATS	97.00
SREBNIK, DEBRA	57.90
ST OF WA DEPT OF FISH & WILDLIFE	500.00
STARDOM SERVICES, INC.	5,050.00
STATE AUDITOR'S OFFICE	33,483.76
STATE OF FLORIDA DISBURSEMENT UNIT	5,775.00
STATE OF WA DEPT. OF LICENSING	30.00
STEWART MACNICHOLS HARMELL, INC.	55,533.08
STEWART TITLE COMPANY	4,380.00
STOPTECH, LTD.	4,544.25
STUDIO 3 SIGNS	2,299.50
SUNGARD PUBLIC SECTOR INC.	19,875.00
SUSSMAN/PREJZA & CO, INC	5,790.00
TALPALATSKI, IGOR	166.67
TELESYSTEMS WEST	2,219.85
TERREBONNE LIMITED	337.34
THE DOWNTOWN MOUNTAIN BOYS	1,000.00
THE KIPLINGER LETTER	99.00
THOMAS, MICHAEL	133.36
TIKOR CONSULTING	52.79
TOPIA TECHNOLOGY/ BIS	3,890.00
TOTAL LANDSCAPE CORP	85,766.92
TOWN CENTER HARDWARE	2,005.52
TREE SOLUTIONS, INC.	855.00

TWEDT, CHARLES	1,500.00
TWO BROTHERS' TREES	600.00
ULINE	1,544.27
UNITED RENTALS NW, INC	1,829.67
UNITED STATES POSTMASTER	4,777.84
UNITED WAY OF KING COUNTY	5,645.64
UPS STORE	2,315.19
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	8,673.58
U-SAVE OIL CO	2,150.00
UTILITIES UNDERGROUND LOCATION CTR	1,693.77
V2WORKS	3,544.42
VAN NESS, ALLAN	1,987.33
VAUGHAN, KENT	116.00
VERIZON WIRELESS	11,174.78
VERTICAL VISUAL SOLUTIONS INC.	27,624.90
VICENTE, JOHN	303.85
W.S.S.O. Advanced Training	500.00
WA ASSOC OF BUILDING OFFICIALS	950.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	140.00
WA CITIES INSURANCE AUTHORITY	212,941.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	800.00
WA STATE CONSOLIDATED TECH SVCS	875.00
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	29,804.73
WAGE WORKS	500.00
WALL, JOHN	596.78
WALTERS, GEORGE	206.00
WASHINGTON CITY/COUNTY MGMT ASSOC	365.00
WASHINGTON STATE O.M.W.B.E.	100.00
WASHINGTON STATE PATROL	2,716.65
WASHINGTON TREE SERVICE INC	3,066.00
WAYNE'S ROOFING INC.	72,027.98
WELLS FARGO FINANCIAL	11,710.68
WELWEST CONSTRUCTION INC.	4,868.03
WESTERN DISPLAY FIREWORKS, LTD.	17,000.00
WETLANDS & WOODLANDS INC	1,452.35
WHITEMAN, TELA	50.60
WINTER, KENDL	750.00
WINTERBOURNE LANDSCAPE	574.88
WONDERLAND DEVELOPMENT	3,750.00
YOUM, PAUL	166.67
ZONAR SYSTEMS	749.68
ZORNES, GARY	600.00
ZUMAR	3,293.32
	14,553,413.36

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 33394-33494 which total $291,861.77, and electronically transferred payroll funds totalling $76,022.76, 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.

12/4/15

City Manager Date

12/4/15

Finance Director Date

Check #	Vendor Name	Description	Check Amount
33394	AWC EMPLOYEE BENEFITS	Employee Portion of Health Insurance	885.36
33395	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	1,342.10
33396	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	256.62
33397	BANNER BANK LD	Supplies/Social Media/Ads/Survey	561.27
33398	OUSLEY, NANCY	Travel Reimbursement Meals/Transportation	306.41
33399	BANNER BANK BAKER	Lodging/Airfare/Meals/Parking	1,204.21
33400	VOID	Voided Due to System Check Number Error	-
33401	VOID	Voided Due to System Check Number Error	-
33402	VOID	Voided Due to System Check Number Error	-
33403	VOID	Voided Due to System Check Number Error	-
33404	VOID	Voided Due to System Check Number Error	-
33405	VOID	Voided Due to System Check Number Error	-
33406	VOID	Voided Due to System Check Number Error	-
33407	VOID	Voided Due to System Check Number Error	-
33408	VOID	Voided Due to System Check Number Error	-
33409	VOID	Voided Due to System Check Number Error	-
33410	VOID	Voided Due to System Check Number Error	-
33411	VOID	Voided Due to System Check Number Error	-
33412	VOID	Voided Due to System Check Number Error	-
33413	VOID	Voided Due to System Check Number Error	-
33414	VOID	Voided Due to System Check Number Error	-
33415	VOID	Voided Due to System Check Number Error	-
33416	VOID	Voided Due to System Check Number Error	-
33417	VOID	Voided Due to System Check Number Error	-
33418	CITY OF KENMORE	PERS Retro Reimbursement	26.87
33419	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	9,578.41
33420	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
33421	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,835.43
33422	DRS 457	Deferred Comp Payroll Deduction	1,860.00
33423	AFLAC	Private Medical/ Disability Plans	438.51
33424	CITY OF KENMORE FS	Flexible Spending Medical Plans	334.21
33425	BANK OF AMERICA 941	Payroll Taxes	15,585.53

33426	AWC EMPLOYEE BENEFITS	Employee Health Insurance	39,861.07
33427	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	17,506.02
33428	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	1,189.14
33429	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	256.62
33430	NATIONAL LIFE OF VERMONT	Life Insurance	123.17
33431	AMERICAN GENERAL LIFE GPO-400S	Life Insurance	432.17
33432	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
33433	LINCOLN NATIONAL LIFE INSURANCE	Life/Long Term Disability/AD&D	914.26
33434	HSA BANK	Employee Health Savings Acct. Contribution	150.00
33435	NORTHWESTERN COLLECTION SERVICE INC	Payroll Deduction	691.90
33436	UNITED STATES POSTMASTER	12 Month PO Box Renewal	350.00
33437	CITY OF BELLEVUE	3rd & 4th Qtr Pooled Human Svcs Programs	18,500.00
33438	CLYDE/WEST	Street Sweeper Parts	3,026.79
33439	COASTWIDE LABORATORIES	City Hall Maintenance Supplies	708.65
33440	DAILY JOURNAL OF COMMERCE	Legal Ads/Notices	370.50
33441	REPUBLIC SERVICES	Nov Garbage/Recycling Rhod Park & City Hall	771.50
33442	FRUHLING SAND & TOPSOIL	Asphalt Dumping	105.00
33443	JET CITY PRINTING	Posters/City Maps	112.24
33444	KING COUNTY FINANCE	Oct. Adult/Juv Detention Comm. Work Prog.	7,680.00
33445	KING COUNTY FINANCE	Oct Adult/Juv Detention Work Release	5,181.12
33446	KING COUNTY FINANCE	July-December Regional Animal Services	2,823.50
33447	SOUND PUBLISHING, INC.	Oct. Advertising Bus. Directory & Registration	425.00
33448	KING COUNTY OFFICE OF FINANCE	October Indigency Screening	400.72
33449	KING COUNTY SHERIFF	July-Sept. Police School District Overtime	4,823.79
33450	FEDEX OFFICE	Skate Court Banner/Sign Shipping Fees	142.39
33451	LIGHTHOUSE CONSULTING INC	October IT Services	5,601.95
33452	NORTHSHORE UTILITY DIST	9/15-11/15 Water/Sewer/Irrigation Charges	6,591.86
33453	OFFICE DEPOT	Office Supplies	443.63
33454	OFFICE TEAM	Temporary Services Week Ended 11/20	243.48
33455	PUGET SOUND ENERGY	10/13-11/12 Signals/Lights/Electricity Chgs	1,092.03
33456	SEATTLE TIMES	Legal Notices/Ads	1,015.08
33457	TOTAL LANDSCAPE CORP	Nov. Parks & City Hall Landscaping	5,002.61
33458	WA STATE DEPT OF TRANSPORTATION	Oct. 68th/175th & 68th/181st Signal Maint.	755.35
33459	COLUMBIA RIDGE LANDFILL	Nov. Street Sweeper Dump Fees	1,458.74
33460	UPS STORE	Nov. Copy Charges	1.09
33461	ARTS OF KENMORE	Gallery @ City Hall 7/24-11/10/15	950.00
33462	PAT'S TREES AND LANDSCAPE INC.	Wallace Swamp Creek Storm Cleanup	5,978.70
33463	MAIL FINANCE	Postage Machine Lease 12/19/15-3/18/16	703.00
33464	TOPIA TECHNOLOGY/ BIS	Website Hosting	200.00
33465	A+ CONFERENCING	Conference Calls	38.91
33466	JACOBS ENGINEERING GROUP	10/3-10/30 15-C1411 W. Samm. Bridge Proj.	63,553.37
33467	SHRED-IT	11/13/15 Shredding Service	51.73
33468	ALCALDE & FAY	Nov. Government Affairs Consulting	5,118.47
33469	COMCAST	11/30-12/29 Incubator Internet/Cable	146.50
33470	C. ANDERSON & CO.	5 x 8 Kenmore & U.S. Flags for Flagpoles	808.40
33471	PHSI PURE HEALTH SOLUTIONS INC.	City Hall Filtered Water System	150.94
33472	FAZZARI MARKETING	Target Zero Lights	773.07
33473	AM TEST, INC	Swamp Creek Water Sampling	125.00
33474	PAWS	Oct. Animal Sheltering Services	338.00
33475	INDEPENDENT STATIONERS	Office Supplies	150.58
33476	SCHINDLER ELEVATOR CORPORATION	City Hall Elevator Maintenance	1,151.52
33477	WELLS FARGO FINANCIAL	11/21-12/20 1st & 2nd Floor Copier Leases	1,041.25

33478	BROADCAST MUSIC, INC.	11/1/15-10/31/16 Summer Concerts	335.00
33479	WASHINGTON STATE PATROL	Oct. W. Sammamish Bridge Enforcement	313.04
33480	GREATER BOTHELL CHAMBER OF COMMERCE	KBA Support Services for November	400.00
33481	WAGE WORKS	Oct. Flex Plan Administrative Fee	50.00
33482	EVERGREEN FIRE AND SAFETY, INC.	Fire Extinguishers	86.63
33483	INNOVAC	Vactor Services	3,055.88
33484	BRIEN, GAYLYNN	Aug. & Sept. Sales Tax Data Management	100.00
33485	WA TRUST FOR HISTORIC PRESERVATION	Membership Dues	100.00
33486	MACDONALD MILLER FACILITY SOLUTIONS	Irrigation Solenoid Repair	492.75
33487	HEWITT	9/26-10/30 Town Green Professional Svcs	30,133.95
33488	HANSEN, COREY	November Incubator Consulting Service	3,425.00
33489	SHANE-KULMER, SEAN P.	Santa Appearance @ Holiday Lighting	250.00
33490	GALLATIN PUBLIC AFFAIRS	Nov. Media Relations/Marketing	3,500.00
33491	THOMAS, MICHAEL	Mileage & Exam Fee Reimbursement	193.82
33492	KPFF CONSULTING ENGINEERS	Oct. Prof. Svcs 62nd Ave Cooridor Impr.	1,361.48
33493	JOHNSON, BRUCE	Holiday Lighting Entertainment	150.00
33494	STATEWIDE RENT-A-FENCE INC.	Town Green Construction Fencing	2,108.48
11/27/2015	PAYROLL	Direct Deposit	76,022.76
			367,884.53

2015	PRIOR VENDOR ACTIVITY		TOTAL FOR 2015
	314 PIE		24.00
	A & A LIMOUSINE & BUS SERVICE		1,710.00
	A+ CONFERENCING		510.38
	A-1 LANDSCAPING & CONSTRUCTION, INC.		7,177.73
	AA ASPHALTING, INC		16,583.78
	AA PARTY RENTALS		3,016.27
	AAA FLAG & BANNER MFG. CO., INC.		7,712.61
	AAA PRINTING		723.80
	AABCO BARRICADE COMPANY INC.		1,046.88
	ACTION ENTERTAINMENT		790.00
	ACTIVE SHOOTER TRAINING LLC		1,334.52
	ADVANCE TESTING & SERVICE INC		702.00
	AFLAC		4,385.10
	ALCALDE & FAY		50,879.64
	ALEXANDER, JEFF		250.00
	ALL CITY FENCE CO.		12,987.80
	ALL TRAFFIC DATA SERVICES, INC.		1,250.00
	ALLISON & PARTNERS		9,600.00
	ALPHA SUPPORTED LIVING SERVICES		250.00
	ALPHAGRAPHICS US718		1,713.76
	AM TEST, INC		700.00
	AMERICAN GENERAL		4,437.20
	AMERICAN PLANNING ASSOCIATION		2,111.00
	AMERICAN PUBLIC WORKS ASSOCIATION		960.00
	AMERICAN SOCIETY OF COMPOSERS		341.40
	ANCHOR QEA, LLC		8,457.84
	ANDERSON, RICK		300.00
	APBP		85.00
	APPLIED TECHNOLOGIES NW INC.		8,946.63
	ARC - PACIFIC NORTHWEST		675.46
	ARTS OF KENMORE		3,240.25
	ASSOCIATION OF WA CITIES		16,925.94
	ATHENAS		101.00
	AURORA RENTS		1,207.17
	AV CAPTURE ALL		2,757.43
	AWC EMPLOYEE BENEFITS		419,663.44
	BAKER, DAVID		3,385.17
	BANK OF AMERICA 941		352,778.19
	BANNER BANK	BAKER	13,612.81
	BANNER BANK	BH	3,620.26
	BANNER BANK	CS	4,872.64
	BANNER BANK	DB	1,397.50
	BANNER BANK	JG	6,461.96
	BANNER BANK	JGORDON	24,890.30
	BANNER BANK	KENMORE	35,898.83
	BANNER BANK	LD	9,881.41
	BANNER BANK	NO	3,970.66
	BANNER BANK	PS	313.82
	BANNER BANK	VAN NESS	6,161.90

BASTYR UNIVERSITY	50,200.00
BEARCOM	199.29
BECKER, THEODORE J	1,675.00
BEN & JERRY'S	11.00
BENDZAK, ROBERT	2,048.59
BERK & ASSOCIATES	73,638.44
BILLY-JOE PARK LLC	3,500.00
BLACKBAUD	6,283.89
BOHMAN, BRIAN	300.00
BORROMEO, ALEXANDER	75.00
BOTTLEROCKIT	500.00
BRIEN, GAYLYNN	500.00
BUILDERS EXCHANGE OF WASHINGTON INC	183.85
BULGER SAFE & LOCK, INC.	48.83
CALPORTLAND COMPANY	2,091.22
CAPITAL ONE COMMERCIAL/ COSTCO	1,522.40
CASCADE PEST CONTROL	1,423.50
CATHOUSE PIZZA	48.00
CEMEX	3,853.01
CENTER FOR HUMAN SERVICES	15,000.00
CENTER FOR PRIORITY BASED BUDGETING	12,500.00
CHAVEZ, FRANCISCO	1,500.00
CHICK'N FIX	48.00
CHINOOK BOOK	1,642.50
CITY OF BELLEVUE	119,726.46
CITY OF KENMORE	456.03
CITY OF KENMORE FS	7,352.62
CITY OF KENT	500.00
CITY OF LAKE FOREST PARK	734,322.65
CITY OF SHORELINE	8,013.16
CITYWORKS/ AZTECA SYSTEMS INC.	20,074.64
CLK CONSTRUCTION LLC	9,811.11
CLOWNS UNLIMITED, INC.	876.00
CLYDE/WEST	154.31
COAST & HARBOR ENGINEERING	11,810.61
COASTAL WEAR PRODUCTS INC	2,713.42
COASTWIDE LABORATORIES	8,142.65
COBRA BEC, INC.	526.15
CODE PUBLISHING COMPANY	8,052.69
COFFMAN, JON	224.00
COLUMBIA FORD	72,062.80
COLUMBIA RIDGE LANDFILL	8,019.86
COMCAST	3,336.35
CONSOLIDATED PRESS	9,279.12
CONTECH ENGINEERED SOLUTIONS, INC	17,936.10
CONTOUR FENCE CO. INC.	802.64
CONYERS, JODY	170.63
COUNTINGCARS.COM	1,295.82
CROWN PRODUCTS LLC	2,047.45
CULLEY, AMBERLY	204.33
CUNNINGHAM, ED	250.00
CURTIS, DR. MILTON	1,326.64

DAILY JOURNAL OF COMMERCE	5,117.00
DANSOUND INC	7,568.64
DAY WIRELESS SYSTEMS	1,325.67
DENUSKI, STACEY	756.72
DEPARTMENT OF ECOLOGY	20,592.50
DEPARTMENT OF LABOR AND INDUSTRIES	26,784.92
DEPARTMENT OF RETIREMENT SYSTEMS	342,941.06
DEVRIES, DENIS	374.42
DIGITAL REPROGRAPHICS SERVICES INC.	404.65
DLT SOLUTIONS	1,600.67
DRS 457	21,420.00
DURRANT, JEFF	753.50
EAGLE EYE CONSULTING ENGINEERS	125.00
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EE-NA ENTERPRISES LLC	13,593.15
EMERGENCY SERVICE COORDINATING AGCY	50,559.00
EMPLOYMENT SECURITY DEPT	22,986.02
ENVIRONMENTAL SYSTEMS RESEARCH INST.	7,008.00
EVERGREEN FIRE AND SAFETY, INC.	252.88
EVERGREEN PRINT SOLUTIONS	781.24
EVERGREEN SAFETY COUNCIL	299.00
EVER-MARK, LLC	1,571.33
FASTSIGNS	1,620.98
FAZZARI MARKETING	2,965.26
FERGUSON ENTERPRISES INC #1539	9,391.56
FINANCIAL CONSULTANTS INT'L INC	108.90
FIRE PROTECTION, INC	9,329.27
FIRST AMERICAN TITLE	466.00
FISHER, ALENE	712.34
FLEMINGS HOLIDAY LIGHTING LLC	5,330.64
FRONTIER	11,310.65
FRUHLING SAND & TOPSOIL	5,286.26
FUNRENT	575.81
G & H PRINTING	501.19
GA JORGENSEN CO. INC.	253.81
GALLATIN PUBLIC AFFAIRS	36,591.85
GATES, JANICE	40.74
GENERAL DYNAMICS	890.00
GENERAL ELECTRIC CO	1,183.70
GEOENGINEERS INC	3,292.25
GIP'S DOWN-HOME BBQ	168.00
GOODSELL POWER EQUIPMENT #2 INC.	2,872.78
GORDON THOMAS HONEYWELL	37,100.11
GOREENG	66.00
GOVDELIVERY, INC.	10,500.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GRABER MANUFACTURING, INC.	2,525.00
GRAHAM, JIM	75.00
GRAINGER	2,291.10
GRAKLANOFF, ANNA	75.00
GREATER BOTHELL CHAMBER OF COMMERCE	3,852.09

GREGORY, JOANNE	1,835.87
GRINDLINE SKATEPARKS INC.	268,529.34
HAMPSON, BRYAN	53.55
HANSEN, COREY	34,250.00
HARRIS & SMITH PUBLIC AFFAIRS	1,581.25
HARRIS COMPUTER SYSTEMS	7,390.06
HAVESON, CRAIG	7,500.00
HAWTHORNE LANE LLC	7,500.00
HDR	687,053.59
HELMETS R US INC	296.75
HERMANSON COMPANY, LLP	4,617.20
HESTON VISUAL ARTS	672.33
HEWITT	301,134.86
HOLLY, BRANDAN	100.00
HOME DEPOT CREDIT SERVICES	1,771.76
HONEY BUCKET	4,846.06
HOPELINK	15,250.00
HOPKINS, CRAIG	791.18
HORIZON DISTRIBUTORS INC	912.11
HORTON, JEANINE	280.32
HSA BANK	1,500.00
HYERAN, JENNA LEE	250.00
ICMA RETIREMENT TRUST 457 - 304745	64,164.13
iCOMPASS TECHNOLOGIES, INC.	9,879.20
IDEA DECANTER	500.00
INDEPENDENT STATIONERS	3,790.95
INDUSTRIAL PHYSICAL CAPABILITY SVCS	170.00
INGLEMOOR HIGH SCHOOL MUSIC BOOSTERS	1,600.00
INNOVAC	28,666.72
INSLEE, BEST, DOEZIE & RYDER, P.S.	163,344.90
INTEGRA TELECOM	9,410.44
INTERNATIONAL CODE COUNCIL, INC	56.39
INTERNATIONAL INST OF MUNI CLERKS	220.00
INTERNET DOMAIN NAME SERVICES INC.	180.00
iWORQ SYSTEMS	2,800.00
J&K ASSOCIATES	7,485.42
JACOBS ENGINEERING GROUP	213,279.64
JAYMARC - AV	897.90
JET CITY PRINTING	5,316.65
JOHN E. REID & ASSOCIATES	1,080.00
JOHNSON, WES	530.00
JOYCE ZIKER PARKINSON	16,162.50
KARLINSEY, ROB	502.75
KARN, DAVID	166.67
KEEP POSTED INC	276.00
KENMORE CAMERA	1,235.05
KENMORE COMMERCIAL LLC	37,101.00
KENMORE ELEMENTARY PTA	4,500.00
KENMORE JR HIGH SCHOOL	75.00
KIEWIT/GENERAL/MANSON	7,500.00
KING CO. UTILITY COORDINATION COUNCIL	75.00
KING COUNTY ANIMAL SVCS	3,893.00

KING COUNTY DISTRICT COURT	142,660.00
KING COUNTY FINANCE	875,396.36
KING COUNTY FINANCE W.L.R.D.	56,553.63
KING COUNTY FINANCE/ GIS	2,007.19
KING COUNTY FLEET ADMIN	383.18
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	5,498.64
KING COUNTY PARKS	72.41
KING COUNTY RADIO COMM SERVICES	850.83
KING COUNTY REAL ESTATE SVCS	500.00
KING COUNTY RECORDER'S OFFICE	259.00
KING COUNTY SHERIFF	2,556,729.49
KING COUNTY SUPERIOR COURT CLERK	141,200.00
KING COUNTY TREASURY	13,507.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KONICA MINOLTA BUSINESS SOLUTIONS	6,083.04
KPFF CONSULTING ENGINEERS	15,499.08
KUKER-RANKEN INC	29.51
KUSTOM SIGNALS, INC.	2,622.83
LACONNER CHANNEL LODGE	200.00
LAKE CITY PICTURE FRAMING	249.89
LANDSCAPE FORMS, INC.	2,602.82
LANGTON SPIETH, LLC	27,953.74
LANSING HOMES II LLC	55.05
LAW OFFICE OF JOHN RUNGERUDE, PS	3,900.00
LEE BRIANTE	1,000.00
LEGACY FORD	31,111.73
LIGHTHOUSE CONSULTING INC	50,309.93
LINCOLN NATIONAL LIFE INSURANCE	8,810.39
LOYUK, SAMANTHA	1,285.48
MACDONALD MILLER FACILITY SOLUTIONS	7,603.88
MAGEE, SCOTT	2,800.00
MAIL FINANCE	2,109.00
MANTLE INDUSTRIES INC	3,277.34
MARINE FLOATS CORPORATION	10,916.06
MARSHBANK CONSTRUCTION	4,647,503.40
MASTEC NETWORK SOLUTIONS	5,722.86
MCALLISTER, TERESA	65.78
MEEHAN, NANCY	355.26
MIGHTY BISON BOOKING	3,500.00
MILLER STEPHENS, MARY	11,250.00
MILLS, VIC	250.00
MINZGHOR, NICHOLAS	416.69
MOBILE ELECTRICAL DISTRIBUTORS INC	13.47
MOBILE MINI, INC.	2,961.81
MODERN ENTERPRISES, LLC	1,750.00
MORGAN SOUND INC	3,426.26
MR. T'S TROPHIES	3,562.86
MUMMA, RYAN	1,105.97
MUNSON, JOSHUA	12.73
NARANCIC, SHEILA	3,250.00
NATIONAL BUSINESS INCUBATION ASSOC.	525.00

NATIONAL LEAGUE OF CITIES	1,489.00
NATIONAL LIFE OF VERMONT	1,343.42
NATIONAL NEIGHBORHOOD WATCH INSTITUTE	345.00
NATIONWIDE FINANCIAL 401a	255,659.13
NATIONWIDE RETIREMENT SOLUTIONS 457	6,270.00
NEEMA'S COMFORT	55.92
NEOPOST NORTHWEST	274.82
NORTHSHORE FIRE DEPT	6,842.25
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	1,226.00
NORTHSHORE SCHOOL DISTRICT	7,500.00
NORTHSHORE SENIOR CENTER	21,450.00
NORTHSHORE UTILITY DIST	87,199.79
NORTHSHORE YMCA	3,250.00
NORTHSHORE YOUTH & FAMILY SERVICES	12,000.00
NORTHWEST ATHLETICS	350.00
NORTHWEST LANDSCAPE SERVICES	14,030.12
NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST TROPHY	189.44
NW ENVIRONMENTAL TRAINING CENTER	1,325.00
OFFICE DEPOT	11,216.24
OFFICE MAX	6,119.24
OFFICE TEAM	9,042.70
OfficeMax Workplace Interiors	9,871.11
OLYMPIC ENVIRONMENTAL RESOURCES INC	37,599.97
OSBORN CONSULTING INC.	170,665.33
OUSLEY, NANCY	1,136.72
OVERLEESE, KRISTEN	162.31
PACIFIC TOPSOILS	6,720.20
PARADISE AMUSEMENTS	100.00
PARISI, NICK	44.00
PART WORKS INC	461.93
PARTNER CONSTRUCTION PRODUCTS	189.70
PASIFIKA ARTIST NETWORK LLC	2,250.00
PAT'S TREES AND LANDSCAPE INC.	13,507.24
PAWS	2,873.00
PENDLETON, MICHAEL	3,523.84
PEOPLES STORAGE	2,351.00
PERSONAL BEST/ TOPHEALTH	197.77
PERTEET INC.	226,765.08
PETERSON, JANET	1,175.00
PETTY CASH CUSTODIAN	1,250.38
PHAM, CHOUNG	98.54
PHSI PURE WATER FINANCE	1,479.09
PIEDMONT DIRECTIONAL	2,896.68
PIPERS CREEK NURSERY	188.34
PLANNING ASSOCIATION OF WASHINGTON	80.00
PREPARE NORTHWEST	500.00
PRINTWEST	492.75
PROTECTION TECHNOLOGIES, INC	577.45
PRO-VAC	21,563.84
PUBLIC AGENCY TRAINING COUNCIL	700.00

PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	14,740.00
PUGET SOUND ENERGY	189,576.70
PUGET SOUND REGIONAL COUNCIL	15,270.00
PURE WATER TECHNOLOGY OF PUGET SOUND	448.52
QUALITY BUSINESS SYSTEMS	9,309.79
RANDALL, BRIAN	234.31
REDMOND, MICHAEL	61.25
REFINO HOMES OF WASHINGTON LLC	7,500.00
REPUBLIC SERVICES	9,001.96
RICHMOND AMERICAN HOMES OF WA	60.00
RM HOMES LLC	412.01
ROAD CONSTRUCTION NW, INC.	87,043.22
RODGERS, DEUTSCH & TURNER PLLC	70,600.00
ROGERS, GLENN	20.91
RONGERUDE, JOHN	900.00
SAFRIN, PATTY	101.35
SAMYN, DR. JEFFREY	250.00
SANDRA OWEN DESIGN	2,368.75
SARA CAHOONE	750.00
SARAH ROBERTS	105,080.40
SAUVE, GAYLEN	700.00
SAWYER, RICHARD	1,433.31
SCHAUFFLER, CYNTHIA	65.65
SCHINDLER ELEVATOR CORPORATION	1,524.53
SCHOCK, BRETT	227.04
SCORE	514,289.62
SEATTLE TIMES	14,524.51
SECRETARY OF STATE	57.60
SEES TREES AND EXCAVATION INC	1,029.30
SESAC	360.00
SETHER, CLIFFORD	62.83
SETON IDENTIFICATION PRODUCTS	29.99
SEXTANT MARKETING GROUP	6,940.61
SHELTON, CINDY	42.55
SHERWIN-WILLIAMS CO. #8099	154.79
SHRED-IT	585.04
SIGN UP, SIGN CO, INC	2,250.23
SILVER KITE COMMUNITY ARTS CONSULT.	300.00
SITTS & HILL ENGINEERS, INC.	4,633.00
SNOHOMISH COUNTY	9,110.00
SNOHOMISH COUNTY HEARING EXAMINER	500.00
SOCRATA, INC.	9,198.00
SOLODVNIK, EUGENE & TATYANA	57.50
SOUND CITIES ASSOC	12,798.49
SOUND LAW CENTER	23,401.00
SOUND PUBLISHING, INC.	11,566.43
SOUTHWEST PLUMBING	34.51
SPERRY, LAURIE	91.95
SPORTWORKS NORTHWEST, INC.	597.17
SPOT HOT DOG & BRATS	97.00

SREBNIK, DEBRA	57.90
ST OF WA DEPT OF FISH & WILDLIFE	500.00
STARDOM SERVICES, INC.	5,050.00
STATE AUDITOR'S OFFICE	33,483.76
STATE OF FLORIDA DISBURSEMENT UNIT	6,050.00
STATE OF WA DEPT. OF LICENSING	30.00
STEWART MACNICHOLS HARMELL, INC.	60,533.08
STEWART TITLE COMPANY	4,818.00
STOPTECH, LTD.	4,544.25
STUDIO 3 SIGNS	2,299.50
SUNGARD PUBLIC SECTOR INC.	19,875.00
SUSSMAN/PREJZA & CO, INC	6,355.00
TALPALATSKI, IGOR	166.67
TELESYSTEMS WEST	2,219.85
TERREBONNE LIMITED	337.34
THE DOWNTOWN MOUNTAIN BOYS	1,000.00
THE KIPLINGER LETTER	99.00
THOMAS, MICHAEL	133.36
TIKOR CONSULTING	52.79
TOPIA TECHNOLOGY/ BIS	3,890.00
TOTAL LANDSCAPE CORP	87,064.50
TOWN CENTER HARDWARE	2,192.16
TREE SOLUTIONS, INC.	855.00
TRINITY CONTRACTORS, INC.	41,032.80
TWEDT, CHARLES	1,500.00
TWO BROTHERS' TREES	600.00
ULINE	1,544.27
UNITED RENTALS NW, INC	1,829.67
UNITED STATES POSTMASTER	4,777.84
UNITED WAY OF KING COUNTY	5,645.64
UPS STORE	2,315.19
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	8,673.58
U-SAVE OIL CO	2,150.00
UTILITIES UNDERGROUND LOCATION CTR	1,874.37
V2WORKS	3,544.42
VAN NESS, ALLAN	1,987.33
VAUGHAN, KENT	116.00
VERIZON WIRELESS	12,237.95
VERTICAL VISUAL SOLUTIONS INC.	27,624.90
VICENTE, JOHN	303.85
W.S.S.O. Advanced Training	500.00
WA ASSOC OF BUILDING OFFICIALS	950.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	190.00
WA CITIES INSURANCE AUTHORITY	212,966.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	800.00
WA STATE CONSOLIDATED TECH SVCS	875.00
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	31,847.23

WAGE WORKS	500.00
WALL, JOHN	596.78
WALTERS, GEORGE	206.00
WASHINGTON CITY/COUNTY MGMT ASSOC	365.00
WASHINGTON STATE O.M.W.B.E.	100.00
WASHINGTON STATE PATROL	2,716.65
WASHINGTON TREE SERVICE INC	3,066.00
WAYNE'S ROOFING INC.	75,922.70
WELLS FARGO FINANCIAL	11,710.68
WELWEST CONSTRUCTION INC.	4,868.03
WESTERN DISPLAY FIREWORKS, LTD.	17,000.00
WETLANDS & WOODLANDS INC	1,452.35
WHITEMAN, TELA	50.60
WINTER, KENDL	750.00
WINTERBOURNE LANDSCAPE	574.88
WONDERLAND DEVELOPMENT	3,750.00
YOUM, PAUL	166.67
ZONAR SYSTEMS	749.68
ZORNES, GARY	600.00
ZUMAR	4,190.60
	16,392,086.22

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: October 2015 Financial Report	**For Council Meeting Agenda of:** December 14, 2015 **Department:** Finance and Administration **Prepared by:** Joanne Gregory Initial & Date **Approved by Department Head:** 12/2/15 **Approved by City Attorney:** **Approved by Finance Director:** 12/2/15 **Approved by City Manager:** PDK
Proposed Council Action/Motion: Receive and File October 2015 Financial Report for the City of Kenmore, Washington	**Exhibits/Attachments:** October 2015 Financial Report for the City of Kenmore, Washington.

Expenditure Required N/A	**Amount Budgeted** $52,089,453 Revenues $59,750,318 Expenditures	**Appropriation Required** N/A

INFORMATION/BACKGROUND:

The October 2015 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2015-2016 adopted biennial budget. The budget was adopted on December 8, 2014. It also provides an opportunity to identify any potential variances or fluctuations from the budget. The mid-biennium budget review process has been completed and the November monthly report will reflect the amended budgets approved by the City Council on November 23, 2015.

FISCAL CONSIDERATION:

October is the tenth month (42%) of the 24 month 2015-2016 biennium. The monthly schedules attached include the Transportation Benefit District Fund for informational purposes although it is a separate entity. Development revenues, real estate excise taxes, impact fees and sale tax from construction continue to trend better than budget and expenditures in the General Fund are in line with budget expectations.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.

i:\admin & finance\monthly reports\2015\oct ab summary.docx

The City of Kenmore
PO Box 82607
Kenmore, Washington 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: November 13, 2015
RE: October 2015 Financial Reports for the City of Kenmore, Washington

October 2015 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Other Funds Monthly Activity
- Schedule of Investments
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution
- Real Estate Excise Tax Report
- Monthly Report for Kenmore Village
- Report for Transportation Benefit District

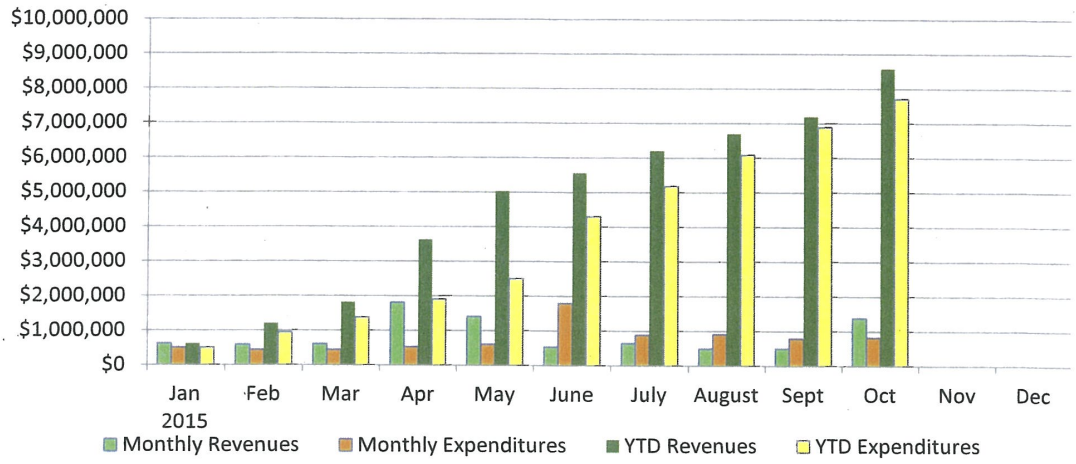
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, October is the tenth month (42%) of the 2015-2016 biennial budget period. For the month of October, revenues exceeded expenditures in the General Fund by $557,740. Biennium revenues exceed expenditures by $870,120.

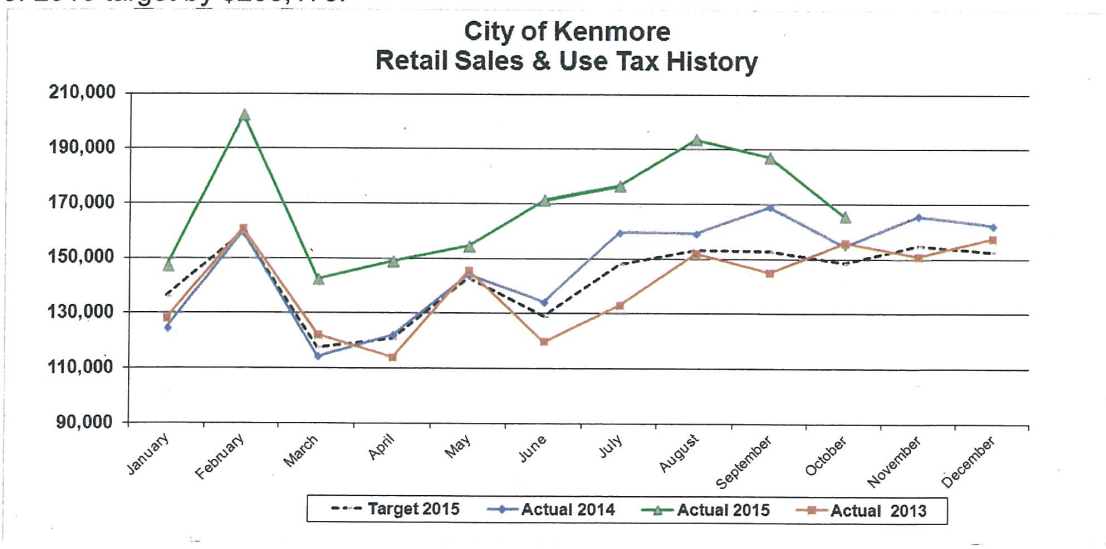
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through October 2015.

City of Kenmore, Washington
Monthly Financial Report
October 2015

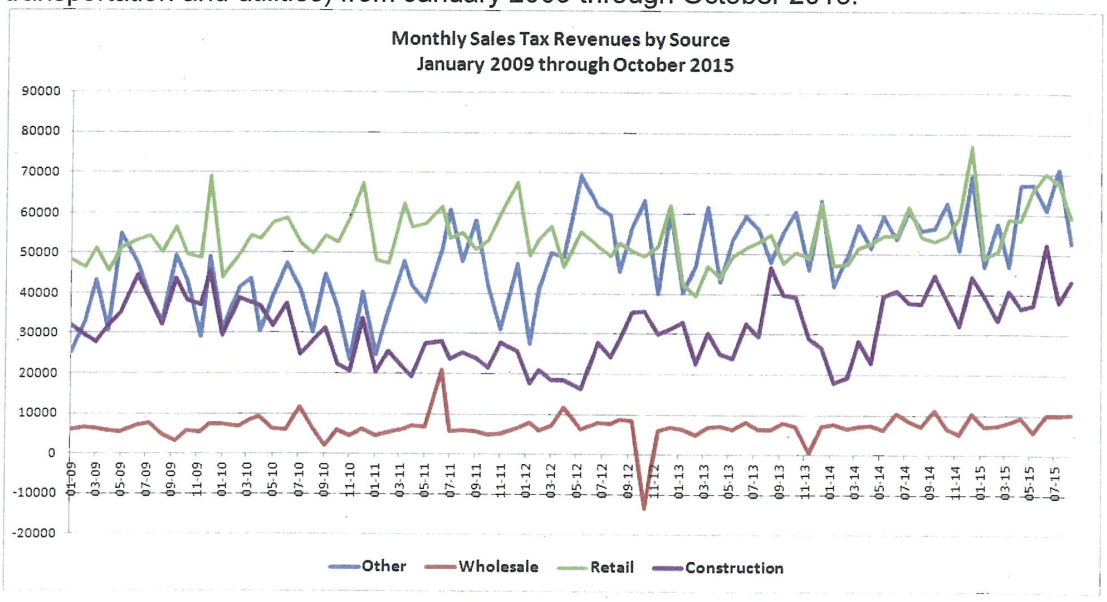


Total **revenues** for the month were **$1,384,271.** Biennium to date revenues are $8,584,762, which is 42% of the budgeted revenues of $20,553,270. Primary sources of revenue for the month included property taxes in the amount of $765,605, development fees & permits in the amount of $105,944, retail sales and use taxes in the amount of $165,890, and utility taxes in the amount of $127,119. The utility taxes are high for the month because the September PSE check for the gas and electric utility taxes was not received until the first week of October.

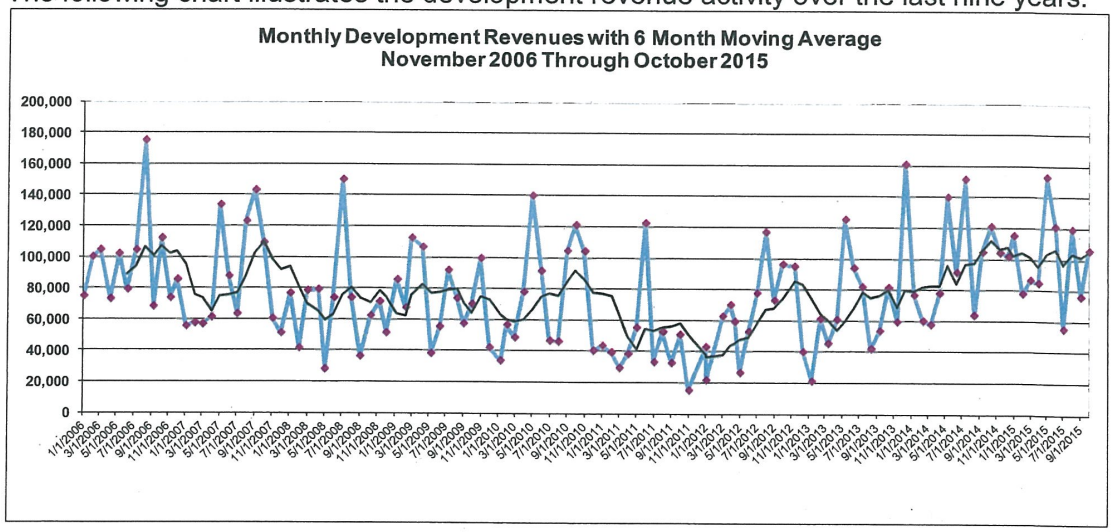
A summary of sales tax revenues received in October is attached. These receipts are based on August sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2015 line is a monthly average of actual receipts during 2012, 2013, and 2014. The green line (triangle) represents 2015 actual receipts, which are $248,402 above 2014, and ahead of 2015 target by $283,173.



The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through October 2015.



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



October 2015 expenditures were **$826,531.** Biennium to date expenditures are $7,714,642, which is 37.6% of the biennial budget expenditures of $20,538,934.

Total City cash ($9,466,976) and long term investments ($11,823,574), at the end of October, totaled $21,290,550. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2015-2016 biennial budget.

Total non-General Fund revenues were $2,183,227 and total non-General Fund expenditures were $1,192,053.

In the **Street Fund** revenue from gas tax distributions was $40,513. $67,708 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund** expenditures were $502,248 for SR 522 West A construction. There was also $43,062 in sidewalk and $414,833 in street overlay expenditures during the month. The fund also received $1,426,557 in grant reimbursements related to SR 522 West A project and $41,446 in reimbursements related to the Sammamish Bridge replacement project.

The **Park Impact Fee** fund received $88,991 in revenues during the month.

There was $104,987 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received $129,678 of real estate excise taxes (REET) in October from sales activity that occurred in September. 50 transactions were reported this month. Biennial to date revenue exceeds the 2015-16 target by $512,478.

The **Transportation Benefit District** Fund received $27,463 in vehicle license fees during October.

SUMMARY

This concludes the financial report for the City of Kenmore as of **October 31, 2015**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
October 31, 2015

	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH October 2015	BIENNIUM TO DATE 2015-2016	% of BUDGET	BIENNIUM BUDGET 2015-2016	MONTH October 2013	BIENNIUM TO DATE 2013-2014	% of BUDGET	BIENNIUM BUDGET 2013-2014
REVENUES								
Beginning Fund Balance		4,233,568		2,682,689				5,525,153
Property Taxes	765,605	3,246,319	36.3%	8,948,766	1,437,527	3,798,018	44.5%	8,542,053
Sales and Use Taxes	212,657	2,142,056	48.7%	4,400,532	196,519	1,760,958	44.5%	3,960,331
Utility Taxes	127,119	1,000,542	36.2%	2,763,390	91,519	1,135,950	38.6%	2,942,395
Other Taxes	3,453	46,608	41.3%	112,720	8,686	44,807	73.1%	61,300
Development Fees & Permits	105,944	996,456	56.7%	1,756,432	81,559	667,984	45.6%	1,465,185
Franchise Fees	120,264	722,453	50.8%	1,422,160	71,462	297,371	30.0%	992,405
Intergovernmental and Grants	46,955	324,628	45.9%	707,370	41,333	303,762	47.5%	639,866
Investment Interest	1,528	59,960	118.3%	50,700	10,357	99,671	170.7%	58,400
Fines and Forfeitures	-352	-3,434	0.0%	0	-327	-1,026	n/a	0
Transfers and Other Revenues	1,098	49,174	12.6%	391,200	36,697	127,090	22.2%	572,536
Total Revenues	1,384,271	8,584,762	41.8%	20,553,270	1,975,332	8,234,584	42.8%	19,234,471
Total Revenues & Beginning Fund Balance		12,818,330		23,235,959				24,759,624

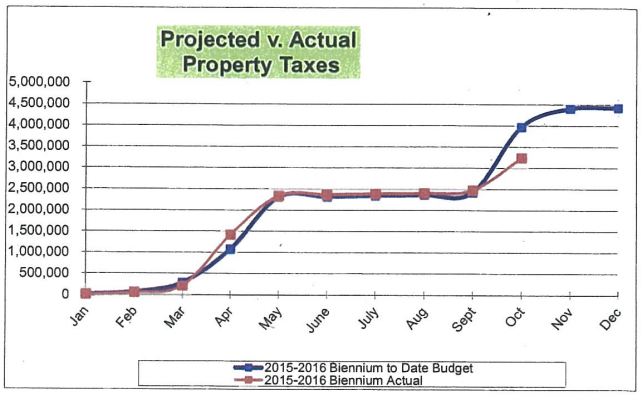
	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH October	BIENNIUM TO DATE 2015-2016	% of BUDGET	BUDGET 2015-2016	MONTH October 2013	BIENNIUM TO DATE 2013-2014	% of BUDGET	BIENNIUM BUDGET 2013-2014
EXPENDITURES								
Cost Center								
City Council	11,369	132,812	40.4%	328,435	9,352	85,810	39.4%	217,644
City Manager	171,168	1,203,383	38.7%	3,108,222	141,658	935,087	52.0%	1,796,600
City Clerk	13,532	121,466	43.7%	277,683	7,341	86,436	16.1%	536,261
Finance	52,892	644,912	48.1%	1,342,155	24,048	260,547	40.8%	639,213
Legal	16,846	129,607	29.5%	440,000	12,009	243,155	49.2%	494,285
Non-Departmental *	0	0	0.0%	0	72,669	680,272	44.4%	1,532,818
Interfund Transfers	0	0	0.0%	1,033,885	0	3,316,000	212.0%	1,564,000
Public Safety	214,907	2,930,897	36.3%	8,076,115	328,034	2,866,591	39.9%	7,179,563
Engineering & Environmental Services	135,534	817,045	53.5%	1,527,950	62,031	509,094	48.7%	1,045,741
Community Development	41,010	340,955	41.1%	830,030	37,299	392,626	55.1%	712,632
Developmental Services	93,042	723,101	44.6%	1,620,050	55,114	503,495	33.5%	1,501,147
Parks & Facility Maintenance	76,231	670,464	34.3%	1,954,409	56,421	531,537	31.4%	1,695,042
Total Expenditures	826,531	7,714,642	37.6%	20,538,934	805,975	10,410,650	55.0%	18,914,946
Ending Fund Balance		5,103,688		2,697,025			0.0%	5,844,678
Total Expenditures and Ending Fund Balance		12,818,330		23,235,959				24,759,624

*Non-Departmental expenditures have been moved to other General Fund Cost Centers

City of Kenmore, Washington
General Fund Revenue Graphs
October 31, 2015

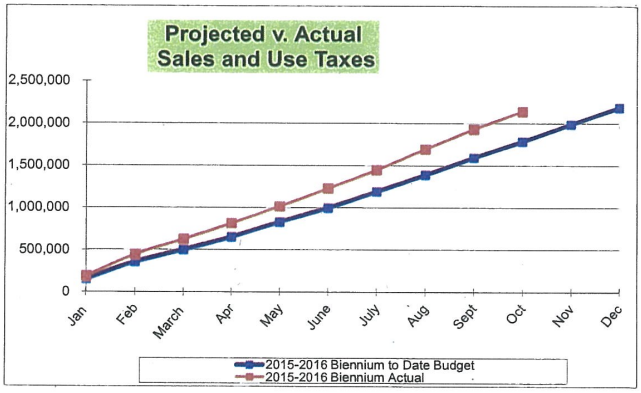
PROPERTY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	17,139	12,908
Feb	74,507	57,705
Mar	290,770	216,020
Apr	1,086,108	1,418,413
May	2,309,669	2,336,148
June	2,326,027	2,370,268
July	2,352,486	2,390,712
Aug	2,370,314	2,407,804
Sept	2,431,283	2,480,714
Oct	3,974,382	3,246,319
Nov	4,406,741	
Dec	4,427,247	
Year To Date Actual v. Projected		82%



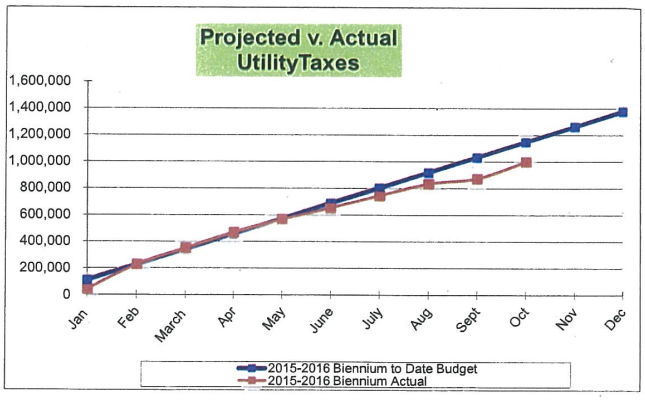
SALES, USE, CRIM JUSTICE TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	157,906	188,575
Feb	359,267	444,278
March	504,776	626,312
Apr	656,687	814,216
May	834,808	1,014,214
June	1,002,181	1,226,864
July	1,195,463	1,446,891
Aug	1,392,737	1,692,760
Sept	1,597,816	1,929,399
Oct	1,789,295	2,142,056
Nov	1,993,635	
Dec	2,191,685	
Year To Date Actual v. Projected		120%



UTILITY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	115,141	43,746
Feb	230,283	228,713
March	345,424	351,937
Apr	460,565	469,798
May	575,706	569,488
June	690,848	653,353
July	805,989	744,277
Aug	921,130	833,228
Sept	1,036,271	873,423
Oct	1,151,413	1,000,542
Nov	1,266,554	
Dec	1,381,695	
Year To Date Actual v. Projected		87%



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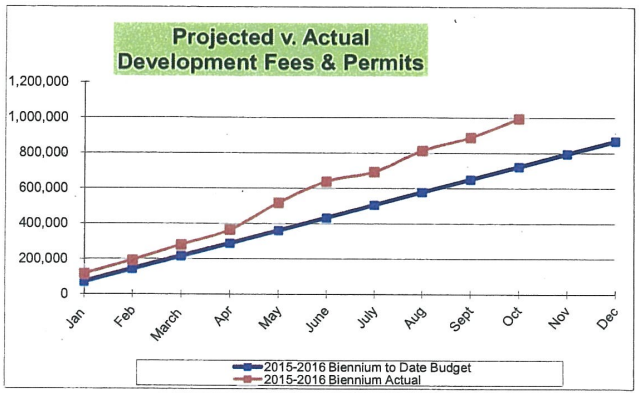
City of Kenmore, Washington
General Fund Revenue Graphs
October 31, 2015

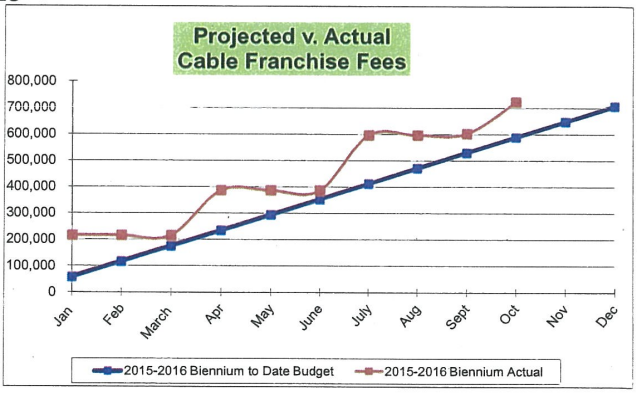
DEVELOPMENT FEES & PERMITS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	72,467	115,397
Feb	144,934	193,365
March	217,402	280,112
Apr	289,869	365,040
May	362,336	518,133
June	434,803	639,220
July	507,270	694,641
Aug	579,737	814,203
Sept	652,205	890,511
Oct	724,672	996,456
Nov	797,139	
Dec	869,606	
Year To Date Actual v. Projected		138%



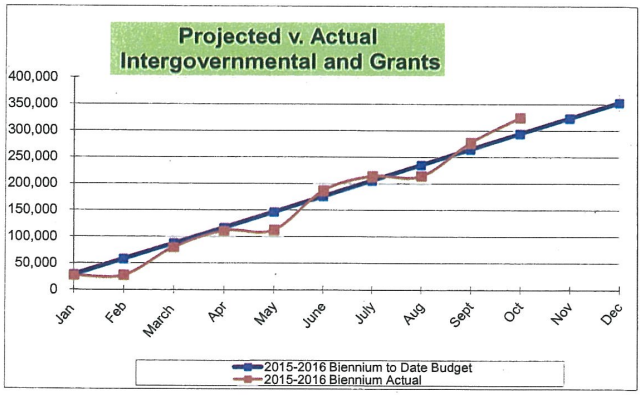
CABLE/WATER/SEWER FRANCHISE FEES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	59,000	215,597
Feb	118,000	215,597
March	177,000	215,597
Apr	236,000	386,005
May	295,000	386,005
June	354,000	386,005
July	413,000	595,889
Aug	472,000	595,889
Sept	531,000	602,189
Oct	590,000	722,453
Nov	649,000	
Dec	708,000	
Year To Date Actual v. Projected		122%



INTERGOVERNMENTAL & GRANTS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	29,474	27,218
Feb	58,948	27,436
March	88,421	80,262
Apr	117,895	111,592
May	147,369	112,807
June	176,843	187,122
July	206,316	214,100
Aug	235,790	214,470
Sept	265,264	277,673
Oct	294,738	324,628
Nov	324,211	
Dec	353,685	
Year To Date Actual v. Projected		110%



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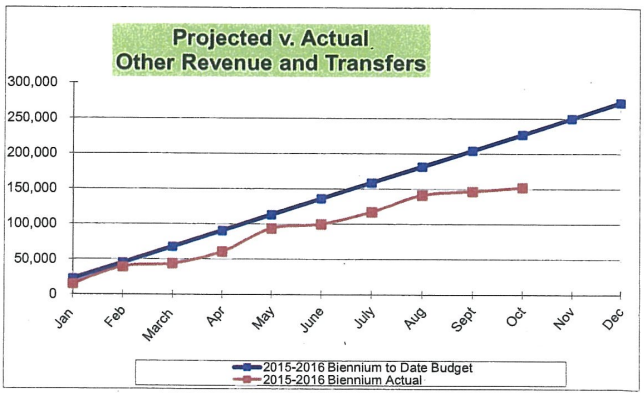
City of Kenmore, Washington
General Fund Revenue Graphs
October 31, 2015

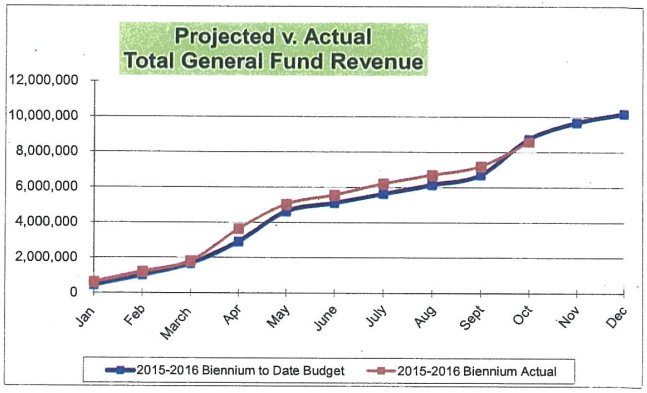
OTHER REVENUES AND TRANSFERS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	22,734	15,307
Feb	45,468	39,274
March	68,203	43,782
Apr	90,937	60,796
May	113,671	93,749
June	136,405	100,060
July	159,139	117,459
Aug	181,873	141,229
Sept	204,608	146,581
Oct	227,342	152,309
Nov	250,076	
Dec	272,810	
Year To Date Actual v. Projected		67%



TOTAL GENERAL FUND REVENUE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	473,861	618,747
Feb	1,031,406	1,206,368
March	1,691,995	1,814,022
Apr	2,938,060	3,625,860
May	4,638,558	5,030,544
June	5,121,106	5,562,892
July	5,639,663	6,203,968
Aug	6,153,582	6,699,583
Sept	6,718,446	7,200,491
Oct	8,751,840	8,584,762
Nov	9,687,356	
Dec	10,204,728	
Year To Date Actual v. Projected		98%



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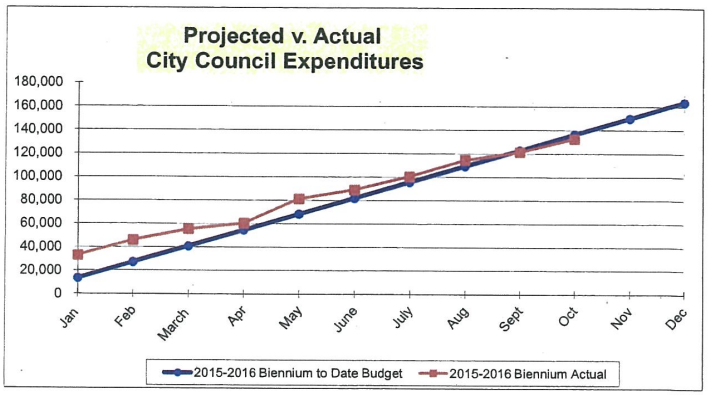
City of Kenmore, Washington
General Fund Expenditure Graphs
October 31, 2015

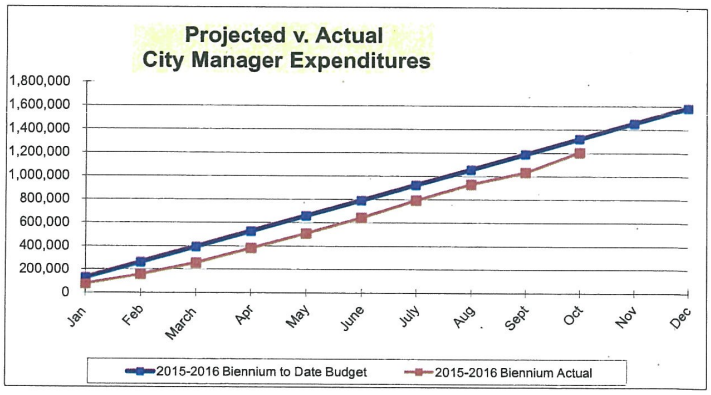
CITY COUNCIL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	13,666	32,767
Feb	27,332	45,956
March	40,997	55,353
Apr	54,663	60,496
May	68,329	81,215
June	81,995	89,141
July	95,660	100,541
Aug	109,326	114,586
Sept	122,992	121,443
Oct	136,658	132,812
Nov	150,323	
Dec	163,989	
Year To Date Actual v. Projected		97%



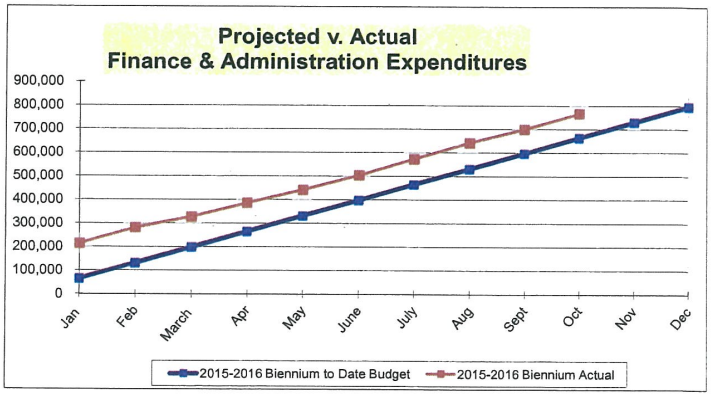
CITY MANAGER

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	132,317	76,658
Feb	264,635	155,562
March	396,952	255,138
Apr	529,269	381,774
May	661,587	507,284
June	793,904	643,231
July	926,221	791,641
Aug	1,058,539	929,913
Sept	1,190,856	1,032,215
Oct	1,323,173	1,203,383
Nov	1,455,491	
Dec	1,587,808	
Year To Date Actual v. Projected		91%



FINANCE & ADMINISTRATION

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	66,530	213,423
Feb	133,061	280,981
March	199,591	326,975
Apr	266,121	385,652
May	332,651	441,461
June	399,182	503,496
July	465,712	572,282
Aug	532,242	642,021
Sept	598,772	699,954
Oct	665,303	766,378
Nov	731,833	
Dec	798,363	
Year To Date Actual v. Projected		115%



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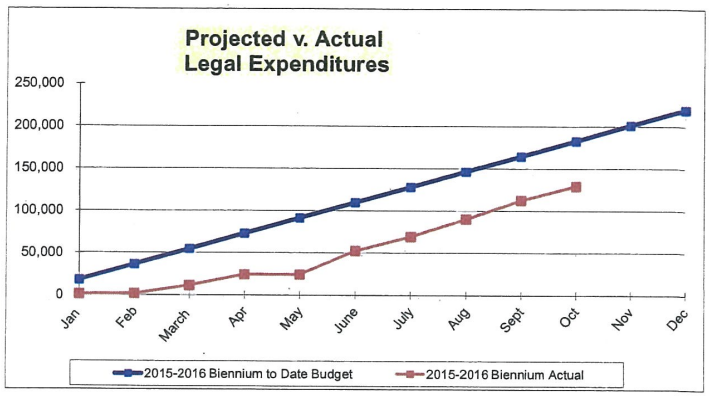
City of Kenmore, Washington
General Fund Expenditure Graphs
October 31, 2015

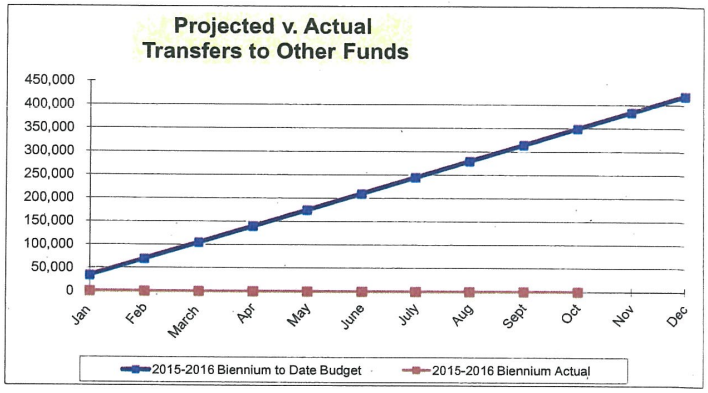
LEGAL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	18,333	1,163
Feb	36,667	1,695
March	55,000	11,466
Apr	73,333	24,461
May	91,667	24,461
June	110,000	52,727
July	128,333	69,593
Aug	146,667	90,404
Sept	165,000	112,760
Oct	183,333	129,607
Nov	201,667	
Dec	220,000	
Year To Date Actual v. Projected		71%



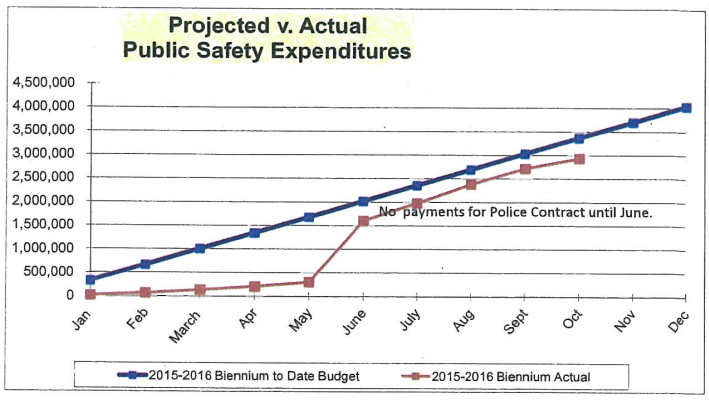
TRANSFERS TO OTHER FUNDS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	35,000	0
Feb	70,000	0
March	105,000	0
Apr	140,000	0
May	175,000	0
June	210,000	0
July	245,000	0
Aug	280,000	0
Sept	315,000	0
Oct	350,000	0
Nov	385,000	
Dec	420,000	
Year To Date Actual v. Projected		0%



PUBLIC SAFETY

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	337,598	14,009
Feb	675,196	66,499
March	1,012,794	136,946
Apr	1,350,392	207,056
May	1,687,990	304,186
June	2,025,589	1,602,637
July	2,363,187	1,979,333
Aug	2,700,785	2,381,269
Sept	3,038,383	2,715,990
Oct	3,375,981	2,930,897
Nov	3,713,579	
Dec	4,051,177	
Year To Date Actual v. Projected		87%



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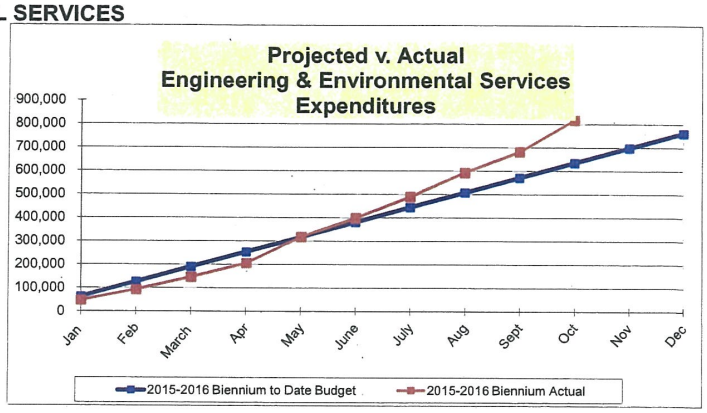
City of Kenmore, Washington
General Fund Expenditure Graphs
October 31, 2015

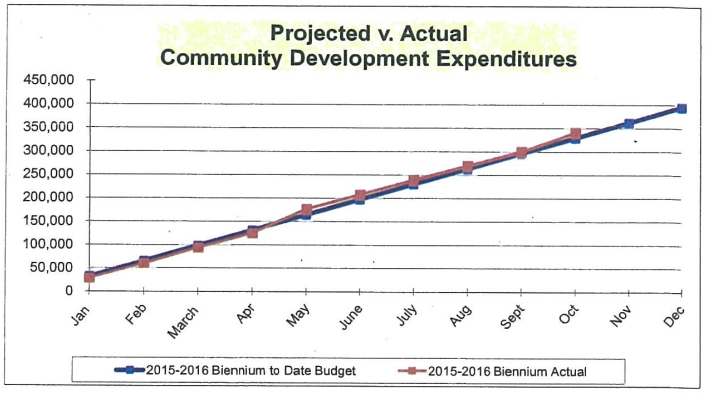
ENGINEERING & ENVIRONMENTAL SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	63,594	47,876
Feb	127,188	93,035
March	190,782	146,499
Apr	254,376	206,113
May	317,970	318,451
June	381,565	399,375
July	445,159	489,945
Aug	508,753	592,453
Sept	572,347	681,511
Oct	635,941	817,045
Nov	699,535	
Dec	763,129	
Year To Date Actual v. Projected		128%



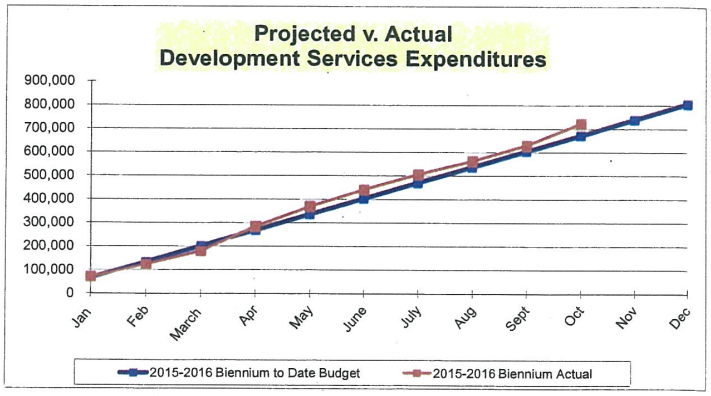
COMMUNITY DEVELOPMENT

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	32,986	28,737
Feb	65,972	60,625
March	98,959	94,305
Apr	131,945	125,079
May	164,931	176,071
June	197,917	207,619
July	230,903	238,923
Aug	263,889	269,466
Sept	296,876	299,945
Oct	329,862	340,955
Nov	362,848	
Dec	395,834	
Year To Date Actual v. Projected		103%



DEVELOPMENT SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	67,375	70,605
Feb	134,749	125,016
March	202,124	180,184
Apr	269,499	285,010
May	336,873	369,779
June	404,248	441,217
July	471,623	506,447
Aug	538,997	563,323
Sept	606,372	630,059
Oct	673,747	723,101
Nov	741,121	
Dec	808,496	
Year To Date Actual v. Projected		107%



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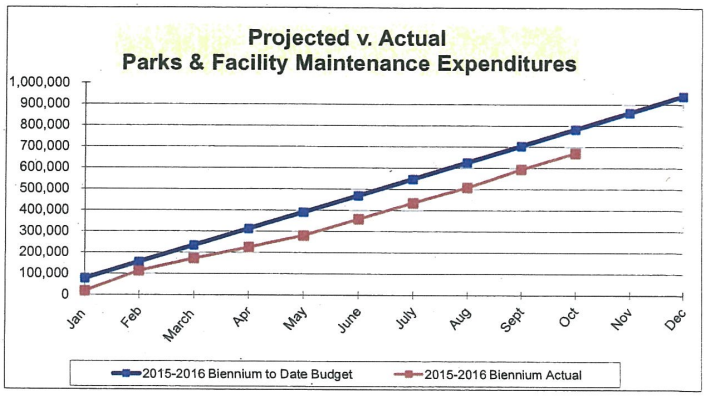
City of Kenmore, Washington
General Fund Expenditure Graphs
October 31, 2015

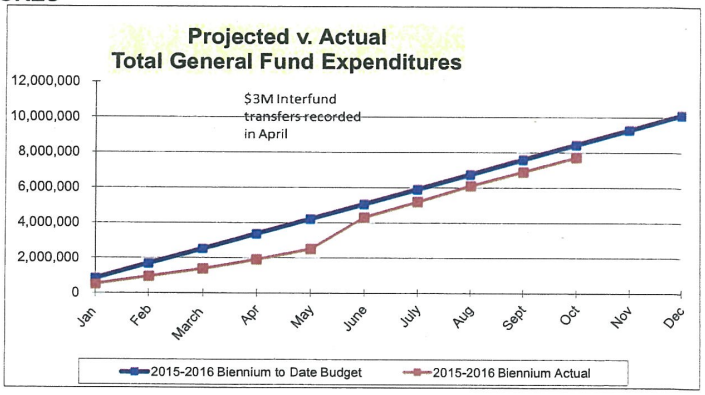
PARKS & FACILITY MAINTENANCE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	78,452	18,648
Feb	156,905	113,289
March	235,357	172,433
Apr	313,809	225,225
May	392,261	280,628
June	470,714	358,840
July	549,166	435,270
Aug	627,618	508,093
Sept	706,070	594,233
Oct	784,523	670,464
Nov	862,975	
Dec	941,427	
Year To Date Actual v. Projected		85%



TOTAL GENERAL FUND EXPENDITURES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	845,852	503,885
Feb	1,691,704	942,657
March	2,537,556	1,379,298
Apr	3,383,408	1,900,866
May	4,229,260	2,503,536
June	5,075,112	4,298,282
July	5,920,963	5,183,974
Aug	6,766,815	6,091,527
Sept	7,612,667	6,888,111
Oct	8,458,519	7,714,642
Nov	9,304,371	
Dec	10,150,223	
Year To Date Actual v. Projected		91%



City of Kenmore, Washington
Street Fund Summary Report
October 31, 2015

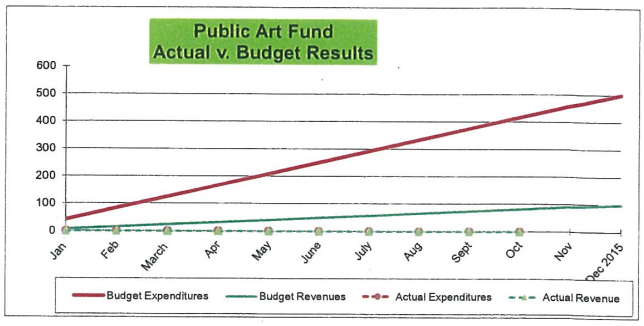
REVENUES	Month October 2015	BIENNIUM TO DATE 2015-2016	% of BUDGET	BUDGET 2015-2016
Beginning Fund Balance		**901,073**		
Fuel Tax	40,513	367,519	42.2%	871,531
Miscellaneous	0	960	-	0
ROW Permit Fees/Inspections	15,970	89,360	49.6%	180,000
Transfer from General Fund	0	0	0.0%	833,000
Transfer from TBD	0	0	0.0%	475,000
Total Revenues	56,483	457,839	19.4%	2,359,531
Total Revenues & Beginning Fund Balance		1,358,912		2,359,531

EXPENDITURES	Month October 2015	BIENNIUM TO DATE 2015-2016	% of BUDGET	BUDGET 2015-2016
Salary and Benefits	23,524	166,765	28.9%	577,783
Maintenance & Operations	67,708	530,013	30.1%	1,760,494
Capital	0	27,470	83.2%	33,000
Total Expenditures	91,232	724,248	30.5%	2,371,277
Ending Fund Balance		**634,664**		**-11,746**
Total Expenditures and Ending Fund Balance		1,358,912		2,359,531

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2015

PUBLIC ART FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	42	0	8	0
Feb	83	0	17	0
March	125	0	25	0
Apr	167	0	33	0
May	208	0	42	0
June	250	0	50	0
July	292	0	58	0
Aug	333	0	67	0
Sept	375	0	75	0
Oct	417	0	83	0
Nov	458		92	
Dec 2015	500		100	
2015-16	1,000		200	
Total Actual to Date vs Total Budget		0%		0%

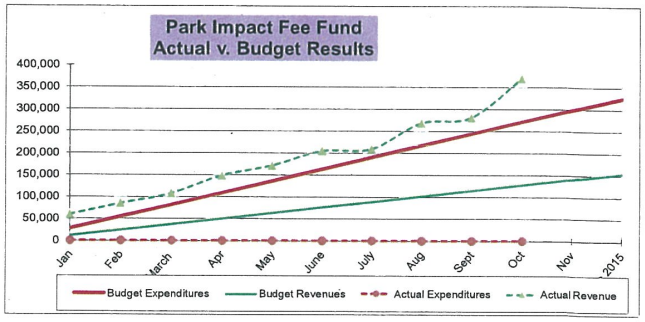


This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

0

PARK IMPACT FEE FUND

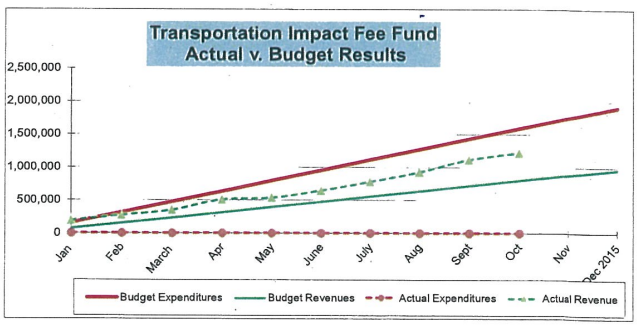
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	27,083	0	12,907	60,986
Feb	54,167	0	25,813	86,356
March	81,250	0	38,720	109,189
Apr	108,333	0	51,626	149,781
May	135,417	0	64,533	172,614
June	162,500	0	77,439	205,595
July	189,583	0	90,346	210,669
Aug	216,667	0	103,252	269,313
Sept	243,750	0	116,159	281,998
Oct	270,833	0	129,065	370,989
Nov	297,917		141,972	
Dec 2015	325,000		154,878	
2015-16	490,000		234,063	
Total Actual to Date vs Total Budget		0%		158%



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

TRANSPORTATION IMPACT FEE FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	158,732	0	81,271	201,539
Feb	317,463	0	162,543	285,879
March	476,195	0	243,814	361,785
Apr	634,927	0	325,086	520,381
May	793,658	0	406,357	548,161
June	952,390	0	487,629	657,803
July	1,111,122	0	568,900	792,060
Aug	1,269,853	0	650,171	935,777
Sept	1,428,585	0	731,443	1,124,259
Oct	1,587,317	0	812,714	1,229,246
Nov	1,746,048		893,986	
Dec 2015	1,904,780		975,257	
2015-16	2,760,000		1,397,257	
Total Actual to Date vs Total Budget		0%		88%



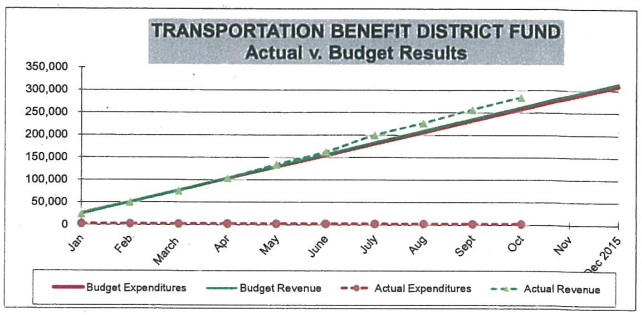
This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.

I:\Admin & Finance\Monthly Reports\2015\Oct.xlsxOther Funds Graphs

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2015

TRANSPORTATION BENEFIT DISTRICT FUND

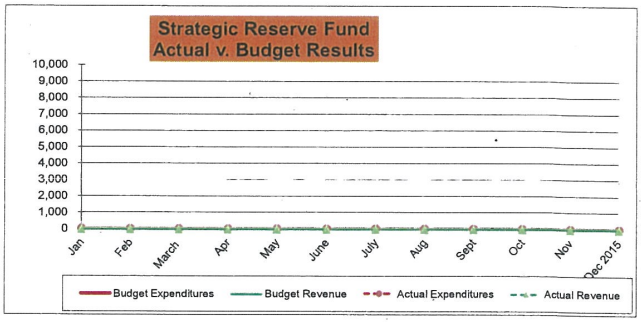
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	25,792	2,500	26,258	25,166
Feb	51,583	2,500	52,517	51,441
March	77,375	2,500	78,775	76,666
Apr	103,167	2,500	105,033	104,722
May	128,958	2,500	131,292	135,333
June	154,750	2,500	157,550	163,324
July	180,542	2,500	183,808	200,497
Aug	206,333	2,500	210,067	227,642
Sept	232,125	2,500	236,325	257,738
Oct	257,917	2,500	262,583	285,201
Nov	283,708		288,842	
Dec 2015	309,500		315,100	
2015-16	630,000		630,200	
Total Actual to Date vs Total Budget		0%		45%



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

STRATEGIC RESERVE FUND

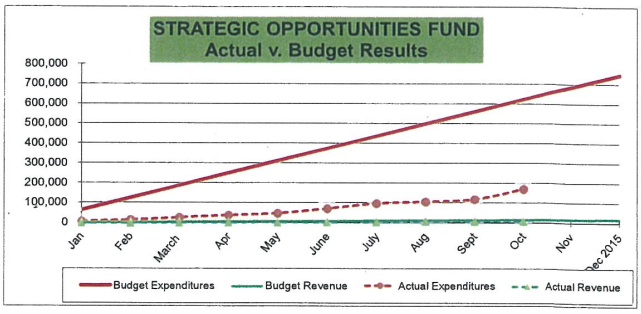
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec 2015	0	0	0	0
	0		0	
Total Actual to Date vs Total Budget		0%		0%



This fund was created to serve as the City's emergency reserve fund. Per State Statute, the fund cannot exceed $.375 per $1,000 of the City's assessed value and is fully funded at $1,264,464 for 2011. No expenditures are anticipated or have been budgeted at this time.

STRATEGIC OPPORTUNITIES FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	62,183	4,565	1,745	780
Feb	124,367	12,302	3,491	1,380
March	186,550	24,857	5,236	2,880
Apr	248,733	36,127	6,981	3,795
May	310,917	45,647	8,726	4,320
June	373,100	69,319	10,472	5,120
July	435,283	96,051	12,217	7,170
Aug	497,467	104,291	13,962	8,995
Sept	559,650	116,575	15,707	10,095
Oct	621,833	169,157	17,453	11,350
Nov	684,017		19,198	
Dec 2015	746,200		20,943	
2015-16	911,200		37,160	
Total Actual to Date vs Total Budget		19%		31%



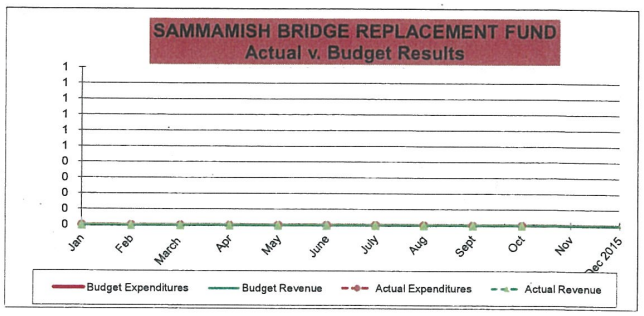
The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves. For 2015-16, the Business Incubator expenditures are budgeted in this fund.

I:\Admin & Finance\Monthly Reports\2015\Oct.xlsxOther Funds Graphs

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2015

SAMMAMISH BRIDGE REPLACEMENT FUND

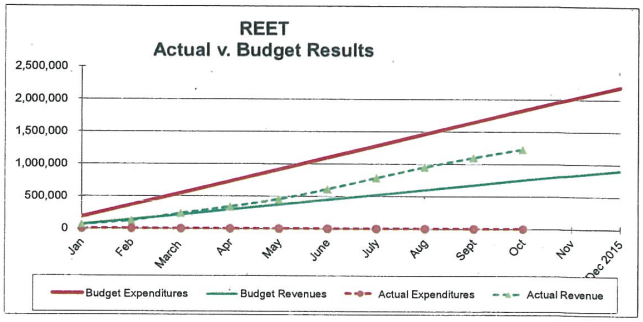
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0		0	
Dec 2015	0		0	
2015-16	0		0	
Total Actual to Date vs Total Budget		0%		0%



The Sammamish Bridge Replacement fund is a fund used to put money aside for the replacement of the West Sammamish bridge.

REAL ESTATE EXCISE TAX FUND

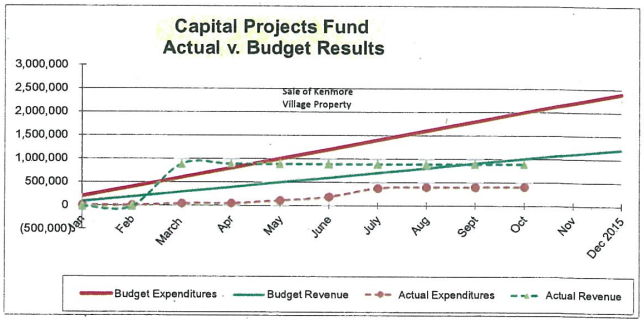
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	182,604	0	76,167	74,259
Feb	365,208	0	152,333	135,329
March	547,813	0	228,500	246,666
Apr	730,417	0	304,667	350,945
May	913,021	0	380,833	463,873
June	1,095,625	0	457,000	620,211
July	1,278,229	0	533,167	793,306
Aug	1,460,833	0	609,333	959,957
Sept	1,643,438	0	685,500	1,107,625
Oct	1,826,042	0	761,667	1,237,303
Nov	2,008,646		837,833	
Dec 2015	2,191,250		914,000	
2015-16	3,528,719		1,827,000	
Total Actual to Date vs Total Budget		0%		68%



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

KENMORE VILLAGE FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	199,125	8,042	101,600	0
Feb	398,250	8,042	203,200	0
March	597,375	43,717	304,800	901,302
Apr	796,500	49,778	406,400	901,861
May	995,625	108,500	508,000	901,861
June	1,194,750	187,343	609,600	902,407
July	1,393,875	369,776	711,200	902,407
Aug	1,593,000	393,205	812,800	902,407
Sept	1,792,125	394,667	914,400	902,407
Oct	1,991,250	401,957	1,016,000	902,548
Nov	2,190,375		1,117,600	
Dec 2015	2,389,500		1,219,200	
2015-16	3,365,000		1,054,500	
Total Actual to Date vs Total Budget		12%		86%



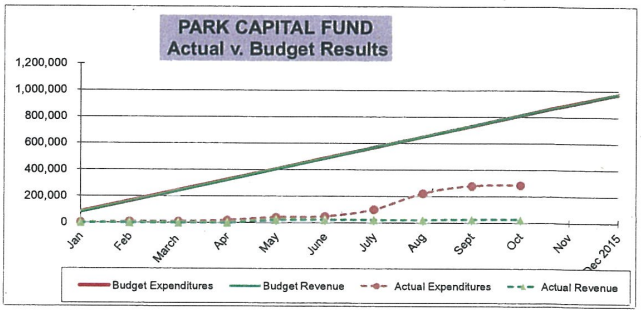
The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

I:\Admin & Finance\Monthly Reports\2015\Oct.xlsxOther Funds Graphs

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2015

PARK CAPITAL FUND

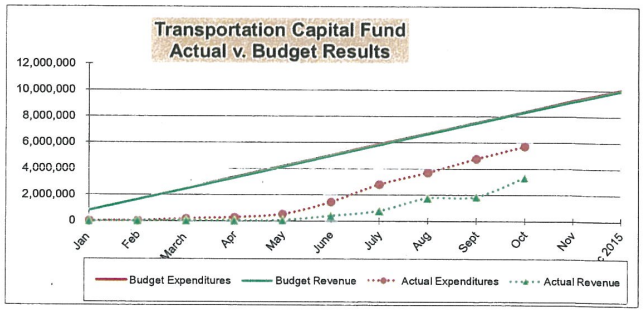
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	81,167	2,087	81,267	2,161
Feb	162,333	7,298	162,533	2,161
March	243,500	8,971	243,800	2,161
Apr	324,667	18,183	325,067	2,161
May	405,833	41,418	406,333	23,804
June	487,000	48,026	487,600	23,804
July	568,167	100,544	568,867	23,804
Aug	649,333	222,389	650,133	23,804
Sept	730,500	279,692	731,400	28,042
Oct	811,667	285,095	812,667	28,042
Nov	892,833		893,933	
Dec 2015	974,000		975,200	
2015-16	1,238,000		1,240,400	
Total Actual to Date vs Total Budget		23%		2%



The Park Capital fund will account for Park Capital Projects formerly included in the Municipal Capital fund. In addition, distributions from the King County Proposition 2 Parks Expansion Levy will be receipted into this fund

TRANSPORTATION CAPITAL FUND

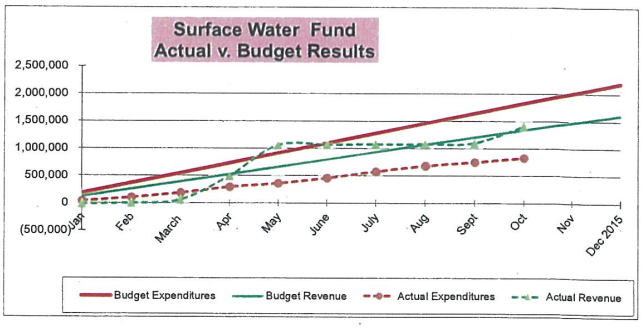
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	836,651	61	832,443	42,708
Feb	1,673,302	18,952	1,664,885	73,426
March	2,509,953	161,877	2,497,328	73,426
Apr	3,346,603	268,570	3,329,770	73,426
May	4,183,254	514,488	4,162,213	101,205
June	5,019,905	1,440,184	4,994,655	430,160
July	5,856,556	2,788,448	5,827,098	816,069
Aug	6,693,207	3,687,328	6,659,540	1,778,012
Sept	7,529,858	4,752,129	7,491,983	1,886,310
Oct	8,366,508	5,704,344	8,324,425	3,355,087
Nov	9,203,159		9,156,868	
Dec 2015	10,039,810		9,989,310	
2015-16	17,308,172		17,208,172	
Total Actual to Date vs Total Budget		33%		19%



The Transportation Capital Fund accounts for capital improvements to the City's streets and SR 522, funded by various grants plus City resources from real estate excise tax and transportation impact fees. All phases of improvements to SR 522 are now accounted for in this fund. There is a time lag between project expenditures and reimbursements from grants; this accounts for the lower revenues compared to the expenditures.

SURFACE WATER MANAGEMENT FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	182,359	33,733	135,000	(5,221)
Feb	364,718	99,852	270,000	10,469
March	547,077	183,818	405,000	69,011
Apr	729,436	291,141	540,000	502,497
May	911,795	357,577	675,000	1,067,343
June	1,094,154	454,447	810,000	1,077,973
July	1,276,513	574,968	945,000	1,083,462
Aug	1,458,872	678,641	1,080,000	1,088,143
Sept	1,641,231	747,457	1,215,000	1,109,207
Oct	1,823,590	826,352	1,350,000	1,413,101
Nov	2,005,949		1,485,000	
Dec 2015	2,188,308		1,620,000	
2015-16	4,652,276		3,540,000	
Total Actual to Date vs Total Budget		18%		40%



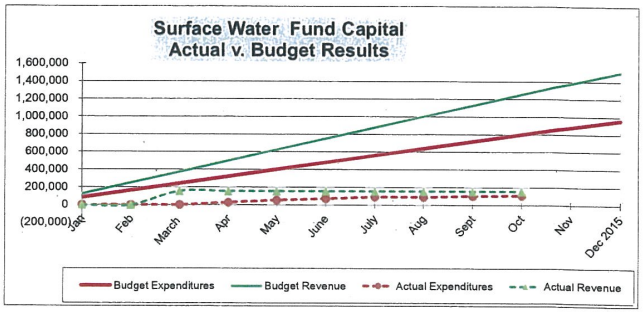
This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

I:\Admin & Finance\Monthly Reports\2015\Oct.xlsxOther Funds Graphs

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2015

SURFACE WATER CAPITAL FUND

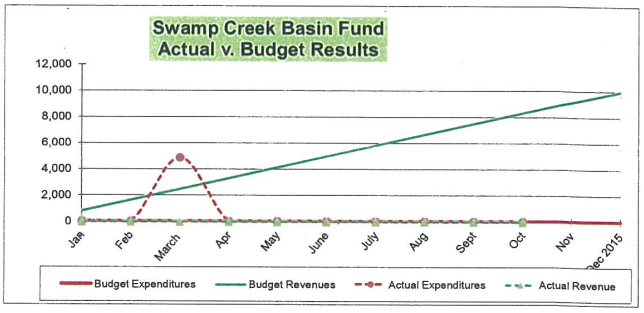
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	80,051	0	125,522	0
Feb	160,102	0	251,044	0
March	240,153	0	376,567	157,000
Apr	320,204	27,959	502,089	157,000
May	400,255	53,304	627,611	157,000
June	480,306	71,226	753,133	157,000
July	560,356	92,035	878,655	157,000
Aug	640,407	92,035	1,004,177	157,000
Sept	720,458	104,256	1,129,700	157,000
Oct	800,509	108,692	1,255,222	157,000
Nov	880,560		1,380,744	
Dec 2015	960,611		1,506,266	
2015-16	2,209,500		2,139,500	
Total Actual to Date vs Total Budget		5%		7%



This fund accounts for the expenditures for Surface Water Capital Improvements. Revenue sources for this fund include a variety of federal, state, or local grants, surface water management fees transferred from the Surface Water Management Fund and real estate excise taxes.

SWAMP CREEK BASIN FUND

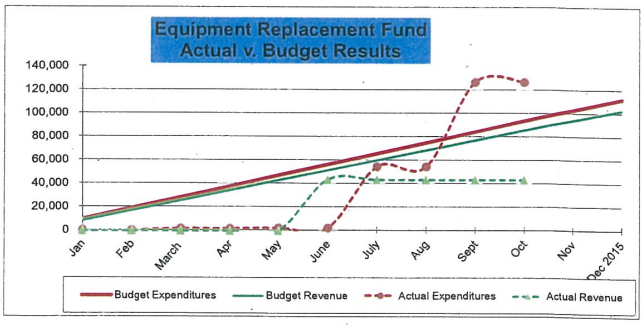
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	0	0	833	0
Feb	0	0	1,667	0
March	0	4,868	2,500	0
Apr	0	0	3,333	0
May	0	0	4,167	0
June	0	0	5,000	0
July	0	0	5,833	0
Aug	0	0	6,667	0
Sept	0	0	7,500	0
Oct	0	0	8,333	0
Nov	0		9,167	
Dec 2015	0		10,000	
2015-16	0		20,000	
Total Actual to Date vs Total Budget		0%		0%



This fund accounts for the Memorandum of Agreement with King County which provided funds reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin.

EQUIPMENT REPLACEMENT FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	9,333	0	8,583	0
Feb	18,667	0	17,167	0
March	28,000	1,347	25,750	0
Apr	37,333	1,347	34,333	0
May	46,667	1,904	42,917	0
June	56,000	1,904	51,500	43,543
July	65,333	54,292	60,083	43,543
Aug	74,667	54,292	68,667	43,543
Sept	84,000	126,403	77,250	43,543
Oct	93,333	126,403	85,833	43,543
Nov	102,667		94,417	
Dec 2015	112,000		103,000	
2015-16	224,000		206,000	
Total Actual to Date vs Total Budget		56%		21%



This fund is used to maintain a reserve for future replacement of equipment, including, but not limited to furniture, computers and vehicles. Payments are received from various operating departments and funds that benefit from or use the assets.

I:\Admin & Finance\Monthly Reports\2015\Oct.xlsxOther Funds Graphs

City of Kenmore, Washington
Schedule of Investments
October 31, 2015

Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
		Average Yield to Maturity-Securities						Overall Average Yield	0.57%
Piper Jaffray									
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								**894,731.88**	**10,137.31**
Time Value Investments									
	3136G1BT5	FNMA	8/7/2017	7/2/2013	1.30%	1.30%	8/7/2013	982,099.00	12,767.29
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%	2/25/2014	985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%	2/25/2014	989,691.00	12,865.98
	31771EAL5	FICO	2/8/2018	1/13/2015	1.15%	1.15%		999,114.48	11,489.82
	3134G43V8	FHLB	5/15/2018	7/23/2014	1.36%	1.36%	8/15/2014	988,450.00	13,462.69
	3133EA5T1	FFCB	1/23/2019	7/23/2014	1.59%	1.59%	7/28/2014	984,270.00	15,689.26
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
Total TVI Purchases								**6,928,842.56**	**88,454.10**
Banner Bank CD's									
	5740005425	CD	2/6/2016	2/6/2014	0.32%	0.32%		1,000,000.00	3,200.00
Total Banner Bank CD's								**1,000,000.00**	**3,200.00**
Sound Community Bank CD's									
	18299229	CD	2/11/2016	2/14/2014	0.80%	0.80%		1,000,000.00	8,000.00
Total Sound Community Bank CD's								**1,000,000.00**	**8,000.00**
Opus Bank CD's									
	11495975	CD	8/10/2015	2/10/2014	0.35%	0.35%		1,000,000.00	3,500.00
	11527322	CD		6/30/2015				1,000,000.00	-
Total Cascade Bank CD's								**2,000,000.00**	**3,500.00**
TOTAL ALL SECURITIES								**$ 11,823,574.44**	**$ 113,291.41**
		Banner Checking and Savings				**0.07%**	**Banner**	**3,713,307.12**	2,599.31
		Cash						**1,005.00**	-
		Local Government Investment Pool				**0.09%**	**LGIP**	**5,752,663.50**	5,424.76
									-
				Total Accounts				**$ 21,290,550.06**	**121,315.49**

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City of Kenmore, Washington

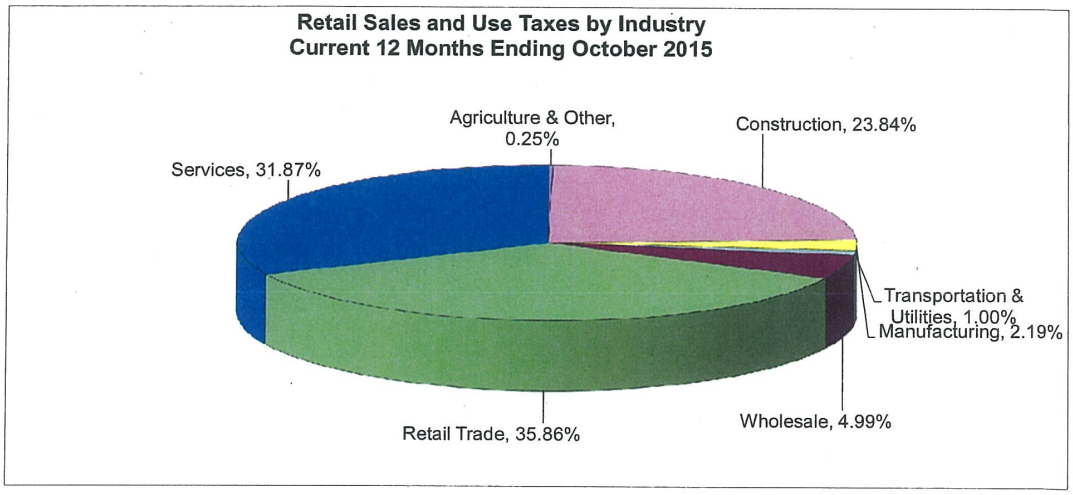
SALES TAX RECEIPTS BY BUSINESS TYPE

October 2015

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	233.21	0.00	233.21	0.1%
CONSTRUCTION	42,005.83	1,348.42	43,354.24	26.1%
MANUFACTURING	2,235.01	20.03	2,255.04	1.4%
TRANSPORTATION & UTILITIES	1,192.11	1,425.17	2,617.28	1.6%
WHOLESALE	10,231.68	123.76	10,355.44	6.2%
RETAIL TRADE	59,168.28	167.27	59,335.55	35.8%
SERVICES	36,185.55	1,062.24	37,247.79	22.5%
INFORMATION	7,646.24	217.84	7,864.08	4.7%
PUBLIC SERVICES	13.93	2,613.29	2,627.23	1.6%
	158,911.85	6,978.01	165,889.86	100.0%

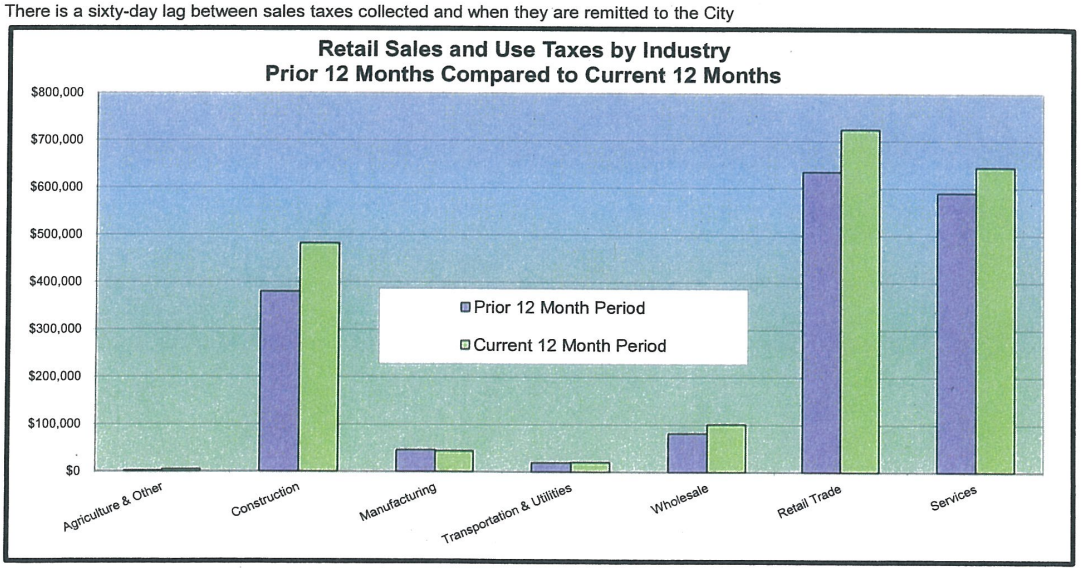
City of Kenmore, Washington
Retail Sales and Use Tax Distribution
October 31, 2015

Industry	Prior 12 Months ending October 2014	Current 12 Months ending October 2015	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	$2,000	$5,058	152.90%	0.25%
Construction	379,009	481,537 *	27.05%	23.84%
Manufacturing (Printing, Publishing, Other Manuf.)	45,903	44,201	-3.71%	2.19%
Transp/Comm/Utilities (Telecomm., Air Transport.)	19,125	20,135	5.29%	1.00%
Wholesale (Lumber, Other Wholesale)	81,888	100,822	23.12%	4.99%
Retail Trade (Eating, Merchandise, Food Stores)	634,177	724,422	14.23%	35.86%
Services (Auction, Recreation, Auto Repair, Financial)	589,440	643,752	9.21%	31.87%
Totals	$1,751,541	$2,019,927	15.32%	100%
Increase/(Decrease)		$268,386	15.32%	



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

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



I:\Admin & Finance\Monthly Reports\2015\Oct.xlsxSalesTaxDist

City of Kenmore, Washington
Real Estate Excise Tax Report
October 31, 2015

Real Estate Excise Taxes (REET)
2012 - 2015 Monthly Receipts

	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Target 2015
January	54,359	55,801	72,106	74,259	60,756
February	18,064	40,281	54,038	61,070	37,461
March	29,691	69,946	30,426	111,337	43,354
April	30,662	48,671	45,118	104,280	41,484
May	52,575	56,178	102,257	112,927	70,337
June	60,408	64,938	88,070	156,338	71,139
July	81,316	91,779	116,858	173,095	96,651
August	56,626	89,496	92,932	166,651	79,685
September	82,785	98,573	91,812	147,668	91,057
October	60,265	65,596	272,842	129,678	132,901
November	88,057	134,286	85,748		102,697
December	152,262	66,342	73,582		97,395
	$767,070	$881,886	$1,125,790	$1,237,303	$924,916

2682689

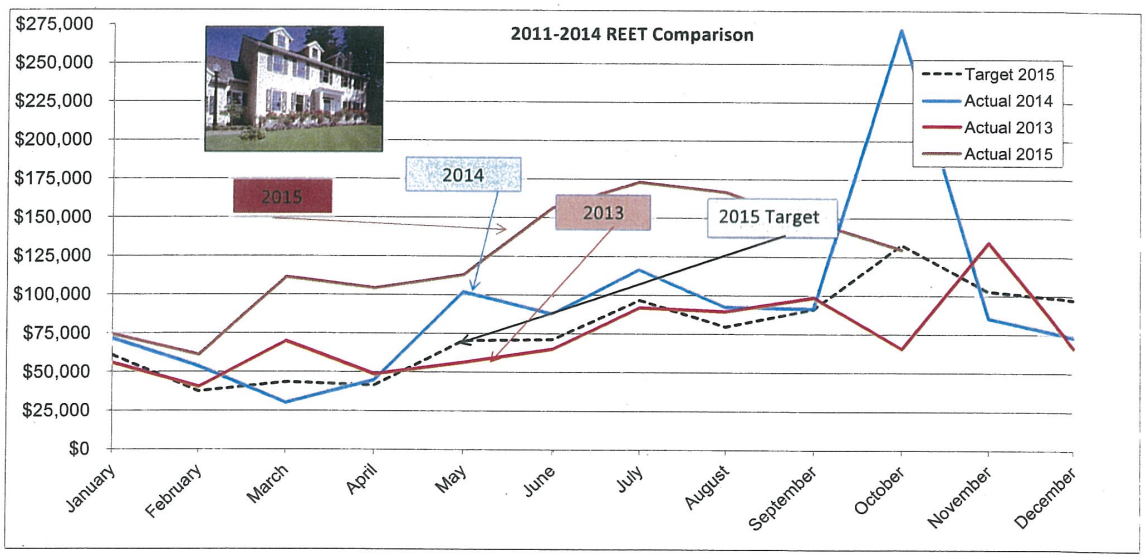
For 2015, REET is $270,844 more than the same period last year and more than the 2015 target by $512,478

* NOTE THE 2015 target is computed on a 3 year average (2012-2014) of actual receipts

Real Estate Excise Taxes (REET)
2012 - 2015 Property Sales > $500,000

'he sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenu

	Taxes from > $500,000 Sale Amounts							
	2012	2013	2014	2015	2012	2013	2014	2015
January	5,515,283	3,380,165	4,699,850	7,418,000	27,301	16,732	23,264	36,719
February	1,152,000	3,417,500	3,930,920	6,607,900	5,702	16,917	19,458	32,709
March	750,000	3,514,000	2,175,430	7,874,934	3,713	17,394	10,768	38,981
April	870,000	1,570,450	4,266,725	14,291,370	4,307	7,774	21,120	70,742
May	2,796,250	3,634,210	12,347,730	14,068,904	13,841	17,989	61,121	69,641
June	1,215,000	2,761,500	7,353,999	20,361,466	6,014	13,669	36,402	100,789
July	4,196,500	8,478,706	15,071,601	25,571,387	20,773	41,970	74,604	126,578
August	1,756,200	6,131,455	5,882,306	22,614,538	8,693	30,351	29,117	111,942
September	4,859,500	10,911,500	8,437,700	18,821,380	24,055	54,012	41,767	93,166
October	3,087,500	5,568,400	44,456,605	16,519,240	15,283	27,564	220,060	81,770
November	8,334,960	18,620,230	8,922,100		41,258	92,170	44,164	0
December	23,033,200	4,606,450	7,142,900		114,014	22,802	35,357	0
	$57,566,393	$72,594,566	$124,687,866	$154,149,119	284,954	359,344	617,202	763,037



City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
October 31, 2015

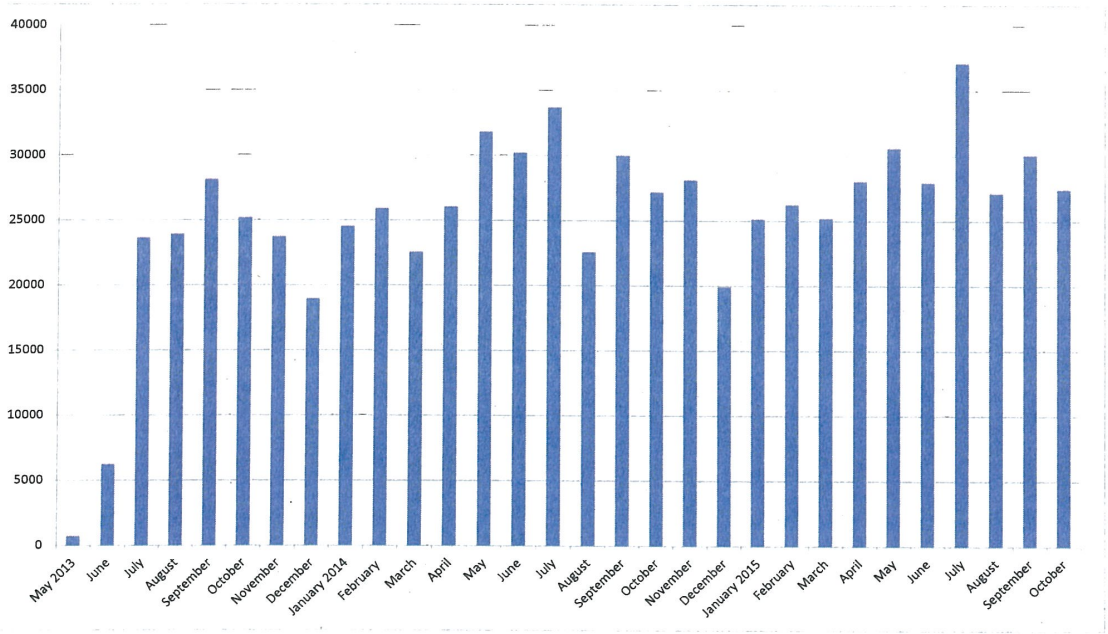
Revenues	October 2015	Biennium-to-Date	Biennium Budget
Lease Income (USPS & Kenmore Village)	0	0	67,000
Investment Interest	0	0	23,000
Sale of Property	0	901,302	903,000
Event Sponsorship	0	0	1,500
Grant for Public Square	0	0	270,000
Transfer From General Fund	0	0	60,000
Leasehold Excise Returned	141	1,246	2,400
Total Revenues	141	902,548	1,326,900
Expenditures			
6700 Building Improvements	0	72,028	0
Downtown Plan Services	2,299	50,286	0
Property Management	0	0	19,000
Utilities and Insurance - Kenmore Village	0	2,349	0
Repairs, Maintenance, Other Services	0	7,303	133,240
Surface Water and Fire Benefit Fees	0	4,896	0
Kenmore Village Public Square	4,992	265,096	3,365,000
Total Expenditures	7,290	401,958	3,517,240
Net Income (Loss)	-7,149	500,590	-2,190,340

NOTE: This schedule only reflects activity occurring on the City books and does not include the lease revenue and expenditures accounted for by the property management firm.

I:\Admin & Finance\Monthly Reports\2015\OctKenmore Village (2)

Kenmore Transportation Benefit District
Monthly Report
October 31, 2015

Revenues	October 2015	Biennium-to-Date	Biennium Budget
Vehicle Fees	27,463	285,202	630,200
Total Revenues	$27,463	$285,202	$630,200
Expenditures			
WCIA Insurance		2,500	5,000
Reimbursement to Street Fund		0	475,000
Overlay		0	150,000
Total Expenditures	0	2,500	630,000
Net Income (Loss)	$27,463	$282,702	$200



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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: The Glenbrook Final Plat – Resolution No. 15-268	**For Council Meeting Agenda of:** December 14, 2015
	Department: Development Services
	Prepared by: Andrew Bauer, Planner
	Initial & Date **Approved by Department Head:** BAB 11/25/15 **Approved by City Attorney:** NA - BK **Approved by Finance Director:** 12/1/15 **Approved by City Manager:**
Proposed Council Action/Motion: Adopt Resolution No. 15-268 Granting Final Plat Approval for Plat of Glenbrook	**Exhibits/Attachments:** 1. Vicinity Map 2. Resolution 15-268 3. Glenbrook Final Plat Map

Expenditure Required $0 **Amount Budgeted** $ N/A **Appropriation Required** $ N/A

INFORMATION/BACKGROUND:

The Glenbrook final plat is ready to record. The Hearing Examiner granted conditional preliminary plat approval of the plat on June 9, 2010. 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.

Glenbrook is a 9 lot single-family residential development on a 1.8 acre site zoned R-6 (residential 6 dwelling units per acre). All of the lots will access from the new public road serving the plat. The new road connects from 84th Avenue NE and terminates with a cul-de-sac turnaround.

The new road and stormwater facility in Tract 997 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. Tract 995 is an environmentally critical areas tract containing a small seasonal stream, Tract 996 is a recreation area, and Tracts 998 and 999 are joint-use driveways serving Lots 7-8 and Lots 2-3 respectively. All of the tracts, except the stormwater tract, will be owned by the property owners within the plat.

The applicant has posted the required financial guarantees for maintenance of roadways, drainage, and critical area mitigation. Traffic and parks impact fees will be assessed at the time of building permit for each individual lot.

FISCAL CONSIDERATION:

Permit fees will be collected upon approval of the plat and issuance of building permits. Subsequent expansion of single-family property tax base.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

To provide clear, accurate, and predictable permitting services in a timely and efficient manner.

ATTACHMENT 1

Glenbrook Vicinity Map

N

ATTACHMENT 2

CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 15-268

A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR THE PLAT OF GLENBROOK (File FLP2008-063)

WHEREAS, the City Council desires to grant final plat approval for the plat of Glenbrook;

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 plat of Glenbrook have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the plat of Glenbrook, as approved, conforms with 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 the plat of Glenbrook 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 14TH DAY OF DECEMBER 2015.

CITY OF KENMORE

_____
David Baker, Mayor

ATTEST/AUTHENTICATED:

_____
Patty Safrin, City Clerk

Approved as to form:

_____
Rod Kaseguma, City Attorney

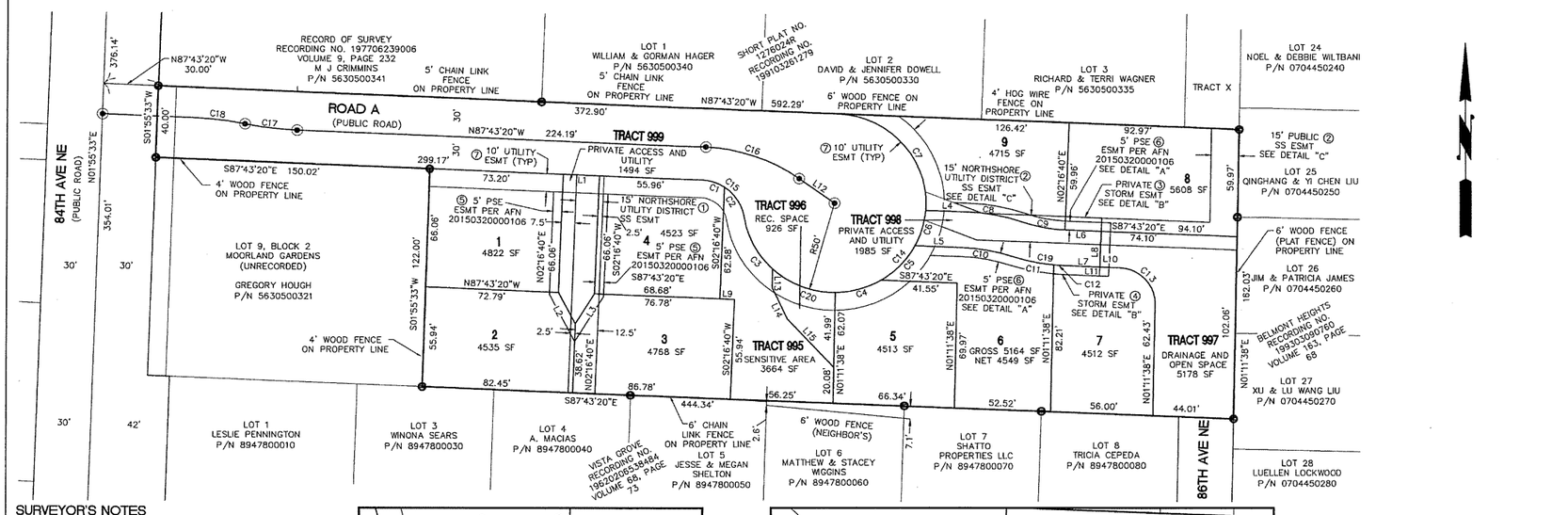
GLENBROOK

VOL./PG

A PORTION OF GOVERNMENT LOT 4 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN
CITY OF KENMORE, KING COUNTY, WASHINGTON

SCALE: 1"=40'
40 0 40 80

PLAT MAP



SURVEYOR'S NOTES

1) BASIS OF BEARINGS: NORTH 1°55'33" EAST ALONG THE MONUMENTED CENTERLINE OF 84TH AVE NE (ALSO THE WEST LINE OF THE SW 1/4 OF SEC 18, TWN 26N, RGE 5E, WM) AS SHOWN ON RECORD OF SURVEY UNDER RECORDING NO. 20140417900014 RECORDS OF KING COUNTY.

2) EQUIPMENT USED: FOCUS 30 TOTAL STATION

3) METHOD AND DATE OF MONUMENT LOCATION: FIELD TRAVERSE IN SEPTEMBER OF 2014.

4) THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT", CHAPTER 58.09 RCW AND 332-130 WAC.

EASEMENT NOTES

① 15' NORTHSHORE UTILITY DISTRICT SANITARY SEWER EASEMENT TO BENEFIT LOTS 1-4. RECORDING NO. 20150707000608

② 15' NORTHSHORE UTILITY DISTRICT SANITARY SEWER EASEMENT TO BENEFIT LOTS 6-9. RECORDING NO. 20150407000244

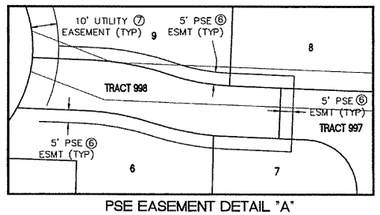
③ PRIVATE STORM EASEMENT SHOWN ON LOT 8 IS TO BENEFIT LOT 9 TO BE MAINTAINED BY THE OWNER OF LOT 9. SEE EASEMENT PROVISIONS SHEET 2 OF 4.

④ PRIVATE STORM EASEMENT SHOWN ON LOT 7 IS TO BENEFIT LOT 6 TO BE MAINTAINED BY THE OWNER OF LOT 6. SEE EASEMENT PROVISIONS SHEET 2 OF 4.

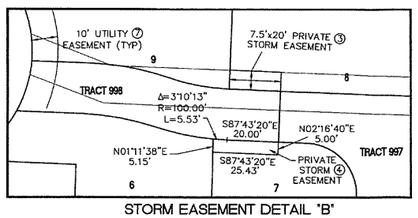
⑤ 5' PUGET SOUND ENERGY EASEMENT PER AFN 20150320000106 TO BENEFIT LOTS 1, 2, 3 AND 4.

⑥ 5' PUGET SOUND ENERGY EASEMENT PER AFN 20150320000106 TO BENEFIT LOTS 6, 7, 8 AND 9.

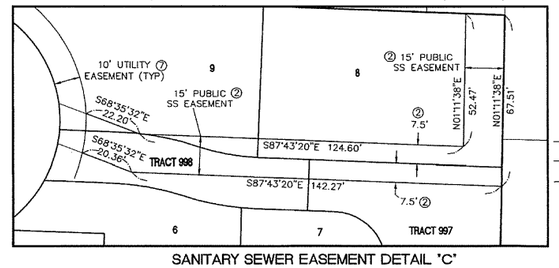
⑦ 10' UTILITY EASEMENT (TYP) – SEE EASEMENT PROVISIONS SHEET 2 OF 4.



PSE EASEMENT DETAIL "A"
SCALE 1" = 30'



STORM EASEMENT DETAIL "B"
SCALE 1" = 30'



SANITARY SEWER EASEMENT DETAIL "C"
SCALE 1" = 30'

LEGEND

- SET KING COUNTY STANDARD MON.
- FOUND REBAR/CAP AS NOTED ON SHEET 3
- SET REBAR/CAP STAMPED "SR BISHOP 41285"
- CHAIN LINK FENCE AS NOTED
- WOOD FENCE AS NOTED
- WIRE FENCE AS NOTED

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°43'20"W	20.00
L2	S27°43'20"E	20.00
L3	S32°16'40"W	20.00
L4	S87°43'20"E	23.68
L5	S87°43'20"E	25.84
L6	S87°43'20"E	20.00
L7	S87°43'20"E	20.00
L8	S02°16'40"W	20.00
L9	S87°43'20"E	8.10
L10	S87°43'20"E	10.85
L11	S87°43'20"E	30.85
L12	S54°29'40"E	23.64
L13	S0°33'23"W	10.59
L14	S25°17'13"E	19.39
L15	S42°58'50"E	36.92

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	30°35'57"	13.35	25.00
C2	47°51'50"	20.88	25.00
C3	38°12'44"	33.35	50.00
C4	29°59'45"	26.18	50.00
C5	31°04'28"	27.12	50.00
C6	23°49'02"	20.78	50.00
C7	92°20'40"	80.59	50.00
C8	17°03'18"	29.77	100.00
C9	17°03'18"	23.81	80.00
C10	16°10'26"	28.23	100.00
C11	13°00'13"	22.70	100.00
C12	3°10'13"	5.53	100.00
C13	88°54'58"	31.04	20.00
C14	258°27'47"	225.55	50.00
C15	78°27'47"	34.24	25.00
C16	33°13'40"	55.09	95.00
C17	09°04'06"	28.49	180.00
C18	09°04'06"	28.49	180.00
C19	16°10'26"	28.23	100.00
C20	43°01'08"	37.54	50.00

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A PORTION OF GOVT LOT 4 IN THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST

SHEET 4 OF 4

EDWARD T. BARNARD
STATE OF WASHINGTON
48745
REGISTERED PROFESSIONAL LAND SURVEYOR
11-24-15

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
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CITY OF KENMORE FILE NO. FLP2008-063

EXHIBIT A RESOLUTION 15-268

GLENBROOK

A PORTION OF GOVERNMENT LOT 4 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN CITY OF KENMORE, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THAT 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 HEREON 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 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:

JOHN R. SKOCHDOPOLE
VICE PRESIDENT LAND DEVELOPMENT
RICHMOND AMERICAN HOMES OF WASHINGTON, INC.

ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN R. SKOCHDOPOLE, TO ME KNOWN TO BE THE VICE PRESIDENT OF LAND DEVELOPMENT FOR RICHMOND AMERICAN HOMES OF WASHINGTON, INC., A COLORADO CORPORATION SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT LAND DEVELOPMENT OF RICHMOND AMERICAN HOMES OF WASHINGTON, INC., A COLORADO CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 11/24/15
SIGNATURE OF NOTARY PUBLIC: Theresa L. Richards
PRINTED NAME OF NOTARY PUBLIC: Theresa L. Richards
TITLE: Notary
RESIDING AT: Pierce
MY APPOINMENT EXPIRES: 6/15/16

Notary Public
State of Washington
THERESA L. RICHARDS
MY COMMISSION EXPIRES
June 15, 2016

SHEET INDEX

SHEET 1 – DEDICATION, ACKNOWLEDGEMENT, APPROVALS, RECORDING CERTIFICATE, SURVEYOR'S CERTIFICATE

SHEET 2 – TRACT NOTES, EASEMENT PROVISIONS, NOTES

SHEET 3 – LEGAL DESCRIPTION, SURVEYOR NOTES, TITLE EXCEPTIONS, CONTROL MAP

SHEET 4 – PLAT MAP, EASEMENT NOTES, SETBACKS, ADDRESSES

CITY OF KENMORE FILE NO. FLP2008-063

CITY OF KENMORE APPROVALS

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 APPROVALS

DEPARTMENT OF ASSESSMENTS
EXAMINED AND APPROVED THIS _____ DAY OF_____, 2015.

KING COUNTY ASSESSOR — DEPUTY KING COUNTY ASSESSOR

ACCOUNT NO.

FINANCE DIVISION CERTIFICATE
I 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 OTHER PUBLIC USES, ARE PAID IN FULL. THIS___DAY OF_____, 2015.

FINANCE DIVISION

MANAGER, FINANCE DIVISION — DEPUTY, FINANCE DIVISION

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF GLENBROOK IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., THAT THE COURSES AND DISATNCES 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 I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

EDWARD T. BARNARD — DATE 11-24-15
CERTIFICATE NUMBER: 48745
BUSINESS NAME: CES NORTHWEST INC.
ADDRESS: 310 29TH STREET NE.
CITY, STATE: PUYALLUP, WA. PHONE: 253-848-4278

RECORDING CERTIFICATE:

RECORDING NO._____
FILED FOR RECORD AT THE REQUEST OF CITY OF KENMOORE
AT _____ MINUTES PAST _____ __M. AND RECORDED IN
VOLUME ____ OF PLATS AT PAGES _____. RECORDS OF
KING COUNTY, WASHINGTON.
DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPT. OF RECORDS

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A PORTION OF GOVT LOT 4 IN THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST

EDWARD T. BARNARD — STATE OF WASHINGTON — 48745 — REGISTERED PROFESSIONAL LAND SURVEYOR — 11-24-15

SHEET 1 OF 4

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CIVIL ENGINEERING & SURVEYING
310 29th St. N.E. Suite 101
PUYALLUP, WA 98372
BUS: (253) 848-4282
FAX: (253) 848-4278

EXHIBIT A RESOLUTION 15-268

GLENBROOK

A PORTION OF GOVERNMENT LOT 4 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN CITY OF KENMORE, KING COUNTY, WASHINGTON

TRACT NOTES

TRACT 995 IS A SENSITIVE AREA TRACT. EACH OWNERSHIP OF A LOT (1-9 INCLUSIVE) IN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACT. THE GLENBROOK HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT. SHOULD THE HOMEOWNER'S ASSOCIATION FAIL TO PROPERLY MAINTAIN TRACT 996, THEN THE LOT OWNERS OF ALL LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

TRACT 996 IS A RECREATION TRACT. EACH OWNERSHIP OF A LOT (1-9 INCLUSIVE) IN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACT. THE GLENBROOK HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT. SHOULD THE HOMEOWNER'S ASSOCIATION FAIL TO PROPERLY MAINTAIN TRACT 996, THEN THE LOT OWNERS OF ALL LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

TRACT 997 IS A STORM DRAINAGE AND OPEN SPACE TRACT AND IS HEREBY CONVEYED TO THE CITY OF KENMORE FOR OWNERSHIP AND MAINTENANCE PURPOSES UPON THE RECORDING OF THIS PLAT.

TRACT 998 IS A PRIVATE JOINT USE DRIVEWAY AND UTILITY TRACT AND MAY ONLY PROVIDE ACCESS TO LOTS 7 AND 8. LOTS 7 AND 8 SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACT. MAINTENANCE OF ALL DRIVEWAY IMPROVEMENTS WITHIN TRACT 998 SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OF LOTS 7 AND 8.

TRACT 999 IS A PRIVATE JOINT USE DRIVEWAY AND UTILITY TRACT AND MAY ONLY PROVIDE ACCESS FOR LOTS 2 AND 3. LOTS 2 AND 3 SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACT. MAINTENANCE OF ALL DRIVEWAY AND STORM DRAINAGE IMPROVEMENTS WITHIN TRACT 999 SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OF LOTS 2 AND 3.

STORM DRAINAGE FACILITIES

OWNERS AND ALL PERSONS HAVING ANY PRESENT OR SUBSEQUENT INTEREST IN THESE LANDS, AND THE SUCCESSORS AND ASSIGNS OF OWNERS OR OTHER PARTIES HAVING ANY SAID INTEREST, HEREBY AGREE THAT THE CITY OF KENMORE SHALL BE DEFENDED AND HELD HARMLESS IN ALL RESPECTS FROM ANY AND ALL CLAIMS FOR DAMAGES WHICH MAY BE OCCASIONED NOW OR IN THE FUTURE TO ADJACENT LAND BY REASON OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC ROADWAYS, INCLUDING THE DRAINAGE OF SUCH ROADWAYS, AND HEREBY WAIVE AND RELEASE THE CITY OF KENMORE FROM ANY AND ALL SUCH CLAIMS FOR DAMAGES TO ADJACENT LAND, EXCLUDING DAMAGE CAUSED SOLELY BY AN ACT OR OMISSION OF SAID CITY WHICH THE OWNERS, OR THEIR SUCCESSORS OR ASSIGNS MAY THEMSELVES HAVE NOW OR IN THE FUTURE BY REASON OF CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID PUBLIC ROADWAYS AND DRAINAGE SYSTEM FOR SUCH ROADWAYS.

THE CITY OF KENMORE IS A THIRD PARTY BENEFICIARY OF THE MAINTENANCE OF THE STORM DRAINAGE DETENTION FACILITY (IF ANY) AND ALL STORM DRAINAGE PIPES AND STRUCTURES NOT ON PUBLIC RIGHT OF WAY, WITH THE RIGHT, BUT NOT THE OBLIGATION, TO CAUSE ENFORCEMENT. THIS COVENANT CANNOT BE AMENDED OR REPEALED WITHOUT WRITTEN CONSENT BY THE CITY OF KENMORE.

GENERAL NOTES

1. ALL LOTS WITHIN THIS PLAT SHALL MEET THE MINIMUM DIMENSIONAL REQUIREMENTS OF THE ZONE IN WHICH THE PLAT IS LOCATED. PROPERTY LINE SETBACKS, BUILDING HEIGHTS, OFF STREET PARKING PROVISIONS, AND MAXIMUM IMPERVIOUS SURFACE LIMITS SHALL BE 70%.
2. TRAFFIC AND PARK IMPACT FEES SHALL BE ASSESSED BASED ON THE IMPACT FEE RATE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE PURSUANT TO KMC 20.47.
3. THE LOTS WITHIN THIS PLAT ARE SUBJECT TO AN APPROVED TREE PROTECTION PLAN ON FILE WITH THE CITY OF KENMORE UNDER PERMIT #ENG2014-0335. 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 THEIR RESPECTIVE LOTS.
4. ROAD A SHALL BE DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES.
5. TWO OFF-STREET PARKING SPACES SHALL BE PROVIDED FOR EACH DWELLING, LOCATED WITHIN A GARAGE, CARPORT, OR APPROVED IMPERVIOUS SURFACE, IN ACCORDANCE WITH KMC 18.45. MINIMUM PARKING REQUIREMENTS WILL BE VERIFIED AT THE TIME OF BUILDING PERMIT APPLICATION.
6. THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) PER RECORDING NUMBER _____.
7. THIS ARTICLES OF INCORPORATION FOR THE GLENBROOK HOMEOWNER'S ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA.
8. SHOULD THE HOMEOWNER'S ASSOCIATION CEASE TO EXISIT FOR ANY REASON, ALL TRACTS AND RESPONSIBILITIES DEDICATED TO THE HOMEOWNER'S ASSOCIATION SHALL BE SHARED IN AN EQUAL AND UNDIVIDED INTEREST AMONGST ALL PRROPERTY OWNERS WITHIN THE PLAT, UNLESS OTHERWISE LEGALLY RE-ASSIGNED BY DOCUMENTS RECORDED WITH THE KING COUNTY RECORDER'S OFFICE.
9. SCHOOL IMPACT FEES SHALL BE ASSESSED AND COLLECTED BY THE NORTHSHORE SCHOOL DISTRICT BASED ON THE IMPACT FEE RATE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF KENMORE, PUGET SOUND ENERGY, INC., QWEST, FRONTIER COMMUNICATIONS, COMCAST, AND NORTHSHORE UTILITY DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJOINING THE PROPOSED STREET FRONTAGES IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GOUND-MOUNTED APPURTENANCES THERETO, FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, TELEVISION, WATER, SEWER, PUBLIC AND PRIVATE STORM DRAINAGE AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND SPACES AT ALL TIME FOR THE PURPOSES HEREIN STATED.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT TO A BUILDING.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF KENMORE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON TRACT 998, IN WHICH TO INSPECT, MAINTAIN AND REPAIR THE STORM DRAINAGE SYSTEM AND FOR ACCESS TO TRACT 997, TOGETHER WITH THE RIGHT TO ENTER UPON THE TRACT AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THIS EASEMENT ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THE ORIGINAL CONDITION BY THE CITY.

ALL PRIVATE STORM DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY CONVEYED TO THE LOT OWNER WHO WOULD BENEFIT FROM THE EASEMENT. MAINTENANCE OF DRAINAGE FACILITIES WITHIN THE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OWNER WHO BENEFITS FROM THE EASEMENT.

THE EASEMENT WITHIN LOT 7 IS FOR THE BENEFIT OF LOT 6.
THE EASEMENT WITHIN LOT 8 IS FOR THE BENEFIT OF LOT 9.

THE CITY OF KENMORE IS HEREBY GRANTED THE RIGHT TO ENTER ONTO THE PRIVATE DRAINAGE EASEMENTS ALONG WITH TRACTS 997, 998 AND 999 FOR NECESSARY EMERGENCY PURPOSES AND INSPECTION. THIS RIGHT OF ENTRY, HOWEVER, SHALL NOT BE DEEMED A GRANT TO THE PUBLIC FOR ACCESS OR ANY OTHER PURPOSE.

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A PORTION OF GOVT LOT 4 IN THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST

EDWARD T. BANNARD STATE OF WASHINGTON 48745 REGISTERED PROFESSIONAL LAND SURVEYOR
11-24-15

SHEET 2 OF 4

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CITY OF KENMORE FILE NO. FLP2008-063

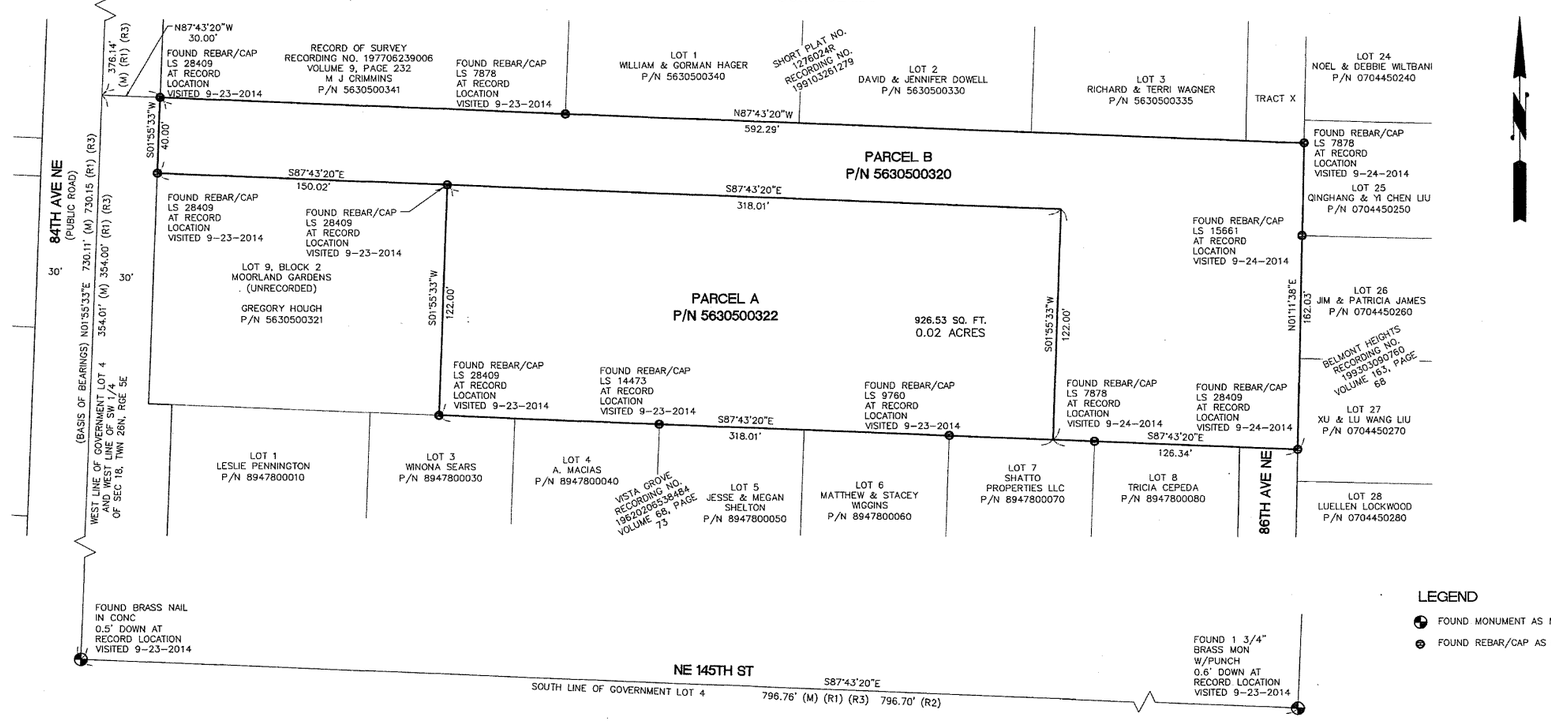
GLENBROOK

VOL./PG

A PORTION OF GOVERNMENT LOT 4 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN
CITY OF KENMORE, KING COUNTY, WASHINGTON

SCALE: 1"=40'
40 0 40 80

CONTROL MAP



LEGEND

- FOUND MONUMENT AS NOTED
- FOUND REBAR/CAP AS NOTED

LEGAL DESCRIPTION

LEGAL DESCRIPTIONS AS SHOWN ON CHICAGO TITLE INSURANCE COMPANY OF WASHINGTON TITLE COMMITMENT NUMBER 0023831-06 DATED SEPTEMBER 04, 2014 AT 8:00 A.M.

PARCEL A:

THE SOUTH 122 FEET OF THE WEST 318 FEET OF THE FOLLOWING PROPERTY:

THE NORTH 162 FEET OF THE SOUTH 354 FEET OF THE WEST HALF OF GOVERNMENT LOT 4 IN SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 180 FEET THEREOF.

(ALSO KNOW AS A PORTION OF LOT 9, BLOCK 2, MOORLAND GARDENS, ACCORDING TO UNRECORDED PLAT.)

PARCEL B:

THE NORTH 162 FEET OF THE SOUTH 354 FEET OF THE WEST HALF OF GOVERNMENT LOT 4 IN SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 122 FEET OF THE WEST 498 FEET;

AND EXCEPT THE WEST 30 FEET OF THE REMAINDER FOR STREET.

(ALSO KNOW AS A PORTION OF LOT 9, BLOCK 2, MOORLAND GARDENS, ACCORDING TO UNRECORDED PLAT.)

EXCEPTIONS TO TITLE REPORT

SPECIAL EXCEPTIONS AS SHOWN ON SCHEDULE B OF CHICAGO TITLE INSURANCE COMPANY OF WASHINGTON TITLE COMMITMENT NUMBER 0023831-06 DATED SEPTEMBER 29, 2014 AND AMENDED BY SUPPLEMENT NOS. 1, DATED OCTOBER 23, 2014 AND 2, DATED DECEMBER 5, 2014.

ITEM 1: COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS PER KING COUNTY ENGINEER SUBDIVISION APPLICATION NUMBER 07328. TITLE COMPANY NOTES THAT THIS EXCEPTION WILL BE DELETED FROM THE POLICY TO INSURE UPON THE RECORDING OF THE FINAL APPROVED PLAT OF MIKULICH ESTATES (GLENBROOK).

ITEM 2: DELETED

ITEMS 3 THROUGH 9 ARE NOT SURVEY RELATED.

SURVEYOR'S NOTES

1) BASIS OF BEARINGS: NORTH 1°55'33" EAST ALONG THE MONUMENTED CENTERLINE OF 84TH AVE NE (ALSO THE WEST LINE OF THE SW 1/4 OF SEC 18, TWN 26N, RGE 5E, WM) AS SHOWN ON RECORD OF SURVEY UNDER RECORDING NO. 20140417900014 RECORDS OF KING COUNTY.

2) EQUIPMENT USED: FOCUS 30 TOTAL STATION

3) METHOD AND DATE OF MONUMENT LOCATION: FIELD TRAVERSE IN SEPTEMBER OF 2014.

4) THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT", CHAPTER 58.09 RCW AND 332-130 WAC.

REFERENCES

(R1) RECORD OF SURVEY, RECORDING NO. 20140417900014, RECORDS OF KING COUNTY, WASHINGTON
(R2) PLAT OF BELMONT HEIGHTS, RECORDING NO. 199303090760, RECORDS OF KING COUNTY, WASHINGTON
(R3) PRELIMINARY PLAT OF MIKULICH ESTATES, CITY OF KENMORE, KING COUNTY, WASHINGTON, DATED 9/24/2007

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A PORTION OF GOVT LOT 4 IN THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST

SHEET 3 OF 4

EDWARD T. BARNARD — STATE OF WASHINGTON — 48745 — REGISTERED PROFESSIONAL LAND SURVEYOR
11-24-15

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CITY OF KENMORE FILE NO. FLP2008-063

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Renewal of Watershed Resource Inventory Area 8 (WRIA 8) Interlocal Agreement (2016 – 2025).	**For Council Meeting Agenda of:** December 14, 2015 **Department:** Public Works **Prepared by:** Richard Sawyer **To Be Presented By:** NA
	Initial & Date **Approved by Department Head:** KMO 12/3/15 **Approved by City Attorney:** VIA EMAIL CS **Approved by Finance Director:** 12/3/15 **Approved by City Manager:** RJK
Proposed Council Action/Motion: Authorize the City Manager to execute Interlocal Agreement 15-C1486 to continue regional watershed funding with other WRIA 8 jurisdictions.	**Exhibits/Attachments:** Exhibit A: ILA 15-C1486 Exhibit B: WRIA 8 Cost-share Summary Exhibit C: WRIA 8 4/13/2015 Presentation

Expenditure Required $7,200 **Amount Budgeted** $13,500 **Appropriation Required** NA

INFORMATION/BACKGROUND:

On April 13, 2015, Jason Mulvihill-Kuntz and Richard Sawyer provided a brief presentation (Exhibit C) regarding the Watershed Resource Inventory Area 8 (WRIA 8) Interlocal Agreement (ILA) renewal, which would continue Kenmore's participation in WRIA 8 through 2025 (Exhibit A). The ILA provides funding for the Salmon Recovery Council and regional coordination, Recovery Plan implementation, project grant program management, project tracking, outreach & education and technical coordination. Exhibit C provides a summary of WRIA 8, including history, geographic coverage, goals and Kenmore's role.

Each WRIA 8 jurisdiction's cost share (Exhibit B) is determined based on population, assessed value and area. Kenmore's share for the first three years will be $7,169, annually. Cost share allocations are reevaluated every three years.

SCHEDULE:

The ILA becomes effective January 1, 2016.

FISCAL CONSIDERATION:

The City's adopted 2015-2016 biennial budget included $13,500 for WRIA 8 funding. Continuing annual costs are estimated to be approximately $7,200, annually.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Address watershed issues affecting the City.

EXHIBIT A

INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation.

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery actions, and

WHEREAS, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the parties took formal action in 2005 and 2006 to ratify the WRIA 8 Plan, and

WHEREAS, the parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan; and

WHEREAS, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

WHEREAS, the parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore salmon habitat; and

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

WHEREAS, the parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in the Lake Washington/Cedar/Sammamish Watershed, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with floodplain management, water quality and agriculture; and

WHEREAS, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

   1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish; the cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville; the towns of Beaux Arts, Hunts Point, Woodway and Yarrow Point; and other interested public agencies and tribes.

   1.2. **WRIA 8 SALMON RECOVERY COUNCIL**: The ***WRIA 8 Salmon Recovery Council*** created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the ***WRIA 8 Salmon Recovery Council*** includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the ***WRIA 8 Plan***. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.

   1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005**: ***WRIA 8 Plan*** as referred to herein is the three volume document, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.

   1.4 **MANAGEMENT COMMITTEE**: ***Management Committee*** as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the ***WRIA 8 Salmon Recovery Council***, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the ***WRIA 8 Salmon Recovery Council's*** behalf.

   1.5 **SERVICE PROVIDER(S)**: ***Service Provider(s)***, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the ***WRIA 8 Salmon Recovery Council***, in exchange for payment. The ***Service Provider(s)*** may be a party to this Agreement.

1.6 **FISCAL AGENT**: The ***Fiscal Agent*** refers to that agency or government which performs all accounting services for the ***WRIA 8 Salmon Recovery Council***, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, and may include but are not limited to environmental and business interests.

2. **PURPOSES.** The purposes of this Agreement include the following:

2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the ***WRIA 8 Plan***

2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the ***WRIA 8 Plan***. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.

2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.

2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the ***WRIA 8 Salmon Recovery Council***.

2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.

2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.

2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the ***WRIA 8 Plan*** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

2.8 To .develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.

2.9 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.

2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.

2.11 To provide a mechanism for on-going monitoring and adaptive management of the ***WRIA 8 Plan*** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy percent (70%) of the affected population, as authorized by each jurisdiction's legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and .200. If such requirements are not met by January 1, 2016, then the effective date of this Agreement shall be the date on which such requirements are met. This Agreement provides the mechanism and governance structure for implementation of the ***WRIA 8 Plan*** from January 1, 2016 through December 31, 2025. Once effective, this Agreement shall remain in effect through December 31, 2025; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population,.

4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the "***WRIA 8 Salmon Recovery Council***") the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the ***WRIA 8 Salmon Recovery Council***, to serve as the formal governance structure for carrying out the purposes of this Agreement in partnership with non-party members. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the ***WRIA 8 Salmon Recovery Council***. The ***WRIA 8 Salmon Recovery Council*** is a voluntary association of the county and city governments, and other interested public agencies and tribes, located wholly or partially within the management area of WRIA 8 and the Lake Washington/Cedar/Sammamish watershed basins and associated Puget Sound drainages who

choose to be parties to this Agreement. Representatives from stakeholder entities who are selected under the voting provisions of Section 5.2 of this agreement are also part of this association.

4.1 Upon the effective execution of this agreement and the appointment of representatives to the ***WRIA 8 Salmon Recovery Council***, the party members of the ***WRIA 8 Salmon Recovery Council*** shall meet and choose from among its members, according to the voting provisions of Section 5, five (5) elected officials or their designees, to serve as a ***Management Committee*** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget and such other directions as may be provided by the party members of the ***WRIA 8 Salmon Recovery Council***. Representatives of the ***Fiscal Agent*** and ***Service Provider*** may serve as non-voting ex officio members of the Management Committee. The ***Management Committee*** shall act as an executive subcommittee of the ***WRIA 8 Salmon Recovery Council***, responsible for oversight and evaluation of any ***Service Providers*** or consultants, for administration of the budget, and for providing recommendations on administrative matters to the ***WRIA 8 Salmon Recovery Council*** for action, consistent with the other subsections of this section.

4.1.1 Services to the ***WRIA 8 Salmon Recovery Council*** for the term of this agreement shall be provided by King County Department of Natural Resources which shall be the primary ***Service Provider*** unless the party members pursuant to the voting provisions of Section 5 choose another primary ***Service Provider***. The ***Management Committee*** shall prepare a Memorandum of Understanding to be signed by an authorized representative of King County and an authorized representative of WRIA 8, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than .5 FTE, description of any supervisory role retained by the ***Service Provider*** over any staff performing services under this Agreement, and a method of regular consultation between the ***Service Provider*** and the ***Management Committee*** concerning the performance of services hereunder.

4.1.2 The ***Management Committee*** shall make recommendations to the party members of the ***WRIA 8 Salmon Recovery Council*** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the ***Management Committee*** shall be established by the party members of the ***WRIA 8 Salmon Recovery Council***.

4.2 The party members of the ***WRIA 8 Salmon Recovery Council*** shall have the authority and mandate to establish and adopt the following:

4.2.1 By September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the ***WRIA 8 Salmon Recovery Council***, as more current data become available, and in accordance with Section 2.2. Individual party cost shares may change more frequently than every three years for parties involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the ***Management Committee***, which will develop a recommendation for review and approval by, the ***WRIA 8 Salmon Recovery Council.***

4.2.2 Review and evaluate annually the duties to be assigned to the ***Management Committee*** hereunder and the performance of the ***Fiscal Agent*** and ***Service Provider(s)*** to this Agreement, and provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any ***Service Provider(s)***, at least every three (3) years, the ***WRIA 8 Salmon Recovery Council*** may retain an outside consultant to perform a professional assessment of the work and services so provided. Evaluations of the ***Service Provider***(s) shall occur in years 3, 6, and 9 of the Agreement

4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of implementation and adaptive management activities within the WRIA during each year of this Agreement.

4.3 The ***WRIA 8 Salmon Recovery Council*** through the primary ***Service Provider*** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary ***Service Provider***. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or

general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

4.4 The party members of the ***WRIA 8 Salmon Recovery Council*** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING**. The party members on the ***WRIA 8 Salmon Recovery Council*** shall make decisions; approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 No action or binding decision will be taken by the ***WRIA 8 Salmon Recovery Council*** without the presence of a quorum of active party members. A quorum exists if a majority of the party members are present at the ***WRIA 8 Salmon Recovery Council*** meeting, provided that positions left vacant on the ***WRIA 8 Salmon Recovery Council*** by parties shall not be included in calculating the quorum. In addition, positions will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum until that time in which the party member is present. The voting procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a quorum of the active party members present for any action or decision to be effective and binding.

5.1.1 Decisions shall be made using a consensus model as much as possible. Each party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the party members at the meeting, or by a majority recommendation agreed upon by the active party members, with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.

5.1.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the ***WRIA 8 Salmon Recovery Council***, the ***WRIA 8 Salmon Recovery Council*** shall take action on a dual-majority basis, as follows:

5.1.2.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed ***WRIA 8 Salmon Recovery Council*** action.

5.1.2.2 The weighted vote of each party in relation to the weighted votes of each of the other parties shall be determined by the percentage of the annual contribution by each party set in accordance with Subsection 4.2.1 in the year in which the vote is taken.

5.1.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active party members to this Agreement and by a majority of the weighted votes of the active party members to this Agreement. No action shall be valid

and binding on the parties to this Agreement until it shall receive majority of votes of both the total number of active party members to the Agreement and of the active members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a "no" vote.

5.2 The party members on the ***WRIA 8 Salmon Recovery Council*** may deem it appropriate to appoint to the ***WRIA 8 Salmon Recovery Council*** non-party stakeholder representatives and other persons who are appropriate for the implementation and adaptive management of the ***WRIA 8 Plan***.

5.2.1 Nomination of such non-party members may be made by any member of the ***WRIA 8 Salmon Recovery Council***. Appointment to the ***WRIA 8 Salmon Recovery Council*** of such non-party members requires either consensus or dual majority of party members as provided in Section 5.1.

5.2.2 The party members on the ***WRIA 8 Salmon Recovery Council*** may deem it appropriate to allow non-party members to vote on particular ***WRIA 8 Salmon Recovery Council*** decisions. The party members may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Sections 5.1, except in the case where legislation requires non-party member votes.

5.2.3 Decisions of the entire ***WRIA 8 Salmon Recovery Council***, both party and non-party members, shall be made using a consensus model as much as possible. Voting of the entire ***WRIA 8 Salmon Recovery Council*** will be determined by consensus or majority as provided in Sections 5.1 and a majority of the non-party members.

6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN**. The ***WRIA 8 Plan*** shall be implemented with an adaptive management approach. Such an approach anticipates updates and amendments to the ***WRIA 8 Plan***. Such amendments to be effective and binding must comply with the following provisions:

6.1 The ***WRIA 8 Salmon Recovery Council*** shall act to approve or remand any ***WRIA 8 Plan*** amendments prepared and recommended by the committees of the ***WRIA 8 Salmon Recovery Council*** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5.

6.2 In the event that any amendments are not so approved, they shall be returned to the committees ***of the WRIA 8 Salmon Recovery Council*** for further consideration and amendment and thereafter returned to the ***WRIA 8 Salmon Recovery Council*** for decision.

6.3 After approval of the ***WRIA 8 Plan*** amendments by the ***WRIA 8 Salmon Recovery Council***, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the ***WRIA 8 Salmon Recovery Council*** shall transmit the ***updated WRIA 8 Plan*** to any state or federal agency as may be required for further action.

6.4 In the event that any state or federal agency to which the ***WRIA 8 Plan*** or amendments thereto are submitted shall remand the ***WRIA 8 Plan*** or amendments thereto for further consideration, the ***WRIA 8 Salmon Recovery Council*** shall conduct such further consideration and may refer the plan or amendments to the committees of the ***WRIA 8 Salmon Recovery Council*** for recommendation on amendments thereto.

6.5 The parties agree that any amendments to the ***WRIA 8 Plan*** shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES**.

7.1 Each party shall be responsible for meeting its financial obligations hereunder as described in Section 2.2, and established in the annual budget adopted by the ***WRIA 8 Salmon Recovery Council*** under this Agreement and described in Section 4.2.1. The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1, or as annexations result in changes to the area, population, and assessed value calculation for those parties involved in the annexation to the extent that the cost shares established by the formula set forth in Exhibit A would be changed for such parties by the annexation

7.2 No later than September 1 of each year of this Agreement, the ***WRIA 8 Salmon Recovery Council*** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g. staffing) of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

7.3 Funds collected from the parties or other sources on behalf of the ***WRIA 8 Salmon Recovery Council*** shall be maintained in a special fund by King County as ***Fiscal Agent*** and as *ex officio* treasurer on behalf of the ***WRIA 8 Salmon Recovery Council*** pursuant to rules and procedures established and agreed to by the ***WRIA 8 Salmon Recovery Council***. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS**. A county or city government, or other interested public agency or tribe in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the ***WRIA 8 Salmon Recovery Council*** shall not apply to Section 8. The parties and the county, city, or other public agency or tribe seeking to become a party shall jointly determine the terms and conditions under which the county, city, or other public agency or tribe may become a party. These terms and conditions shall include payment by such county, city, or other public agency or tribe to the ***Fiscal Agent*** of the amount determined jointly by the parties and the county, city, or other public agency or tribe to represent such county, city, or other public agency or tribe's fair and proportionate share of all costs associated with activities undertaken by the ***WRIA 8 Salmon Recovery Council*** and the parties on its behalf as of the date the county, city, or other public agency or tribe becomes a party. Any county, city, or other public agency or tribe that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement. After the inclusion of such entity as a party to this Agreement, the formula for party contribution shall be adjusted for the following year to reflect the addition of this new party.9.

TERMINATION. This Agreement may be terminated by any party, as to that party only, upon sixty (60) calendar days' written notice to all other parties. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of all parties. It is possible that the makeup of the parties to this Agreement may change from time to time. Regardless of any such changes, the parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the ***WRIA 8 Salmon Recovery Council*** as reflected in the annual budget.

10. **HOLD HARMLESS AND INDEMNIFICATION**. To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY**. In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
12. **VOLUNTARY AGREEMENT**. This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in the ***WRIA 8 Plan*** pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS**. Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the ***WRIA 8 Salmon Recovery Council*** or any of the parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS**. This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES**. The governing body of each party must approve this Agreement before any representative of such party may sign this Agreement.

18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:	TOWN OF BEAUX ARTS VILLAGE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF KENMORE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

Regional Watershed Funding

WRIA Based Cost-share: WRIA 8

For 2016

Total : $553,713

Note: Total reflects WRIA 8 Salmon Recovery Council decision (March 19, 2015) to provide for an annuall increase in the ILA cost share not to exceed the Consumer Price Index for Wages, which is estimated to be 2.18% in 2016. Jurisdictional area, population, and assessed value is to be recalculated every three years per the WRIA 8 interlocal agreement for 2016-2025.

WRIA 8 Salmon Recovery Council approved 3-19-15

WRIA 8 Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)		Cost-Share Amount (Average of Pop, AV, Area)		WRIA 8 Jurisdiction
Beaux Arts	290	0.0%	$104,734,000	0.0%	0.08	0.0%	0.0%	$143	Beaux Arts
Bellevue	132,100	9.3%	$33,167,992,493	12.5%	33.53	7.2%	9.7%	$53,631	Bellevue
Bothell	40,540	2.9%	$5,955,222,655	2.2%	13.66	2.9%	2.7%	$14,849	Bothell
Clyde Hill	2,980	0.2%	$1,714,510,000	0.6%	1.06	0.2%	0.4%	$2,004	Clyde Hill
Edmonds	39,950	2.8%	$7,512,735,402	2.8%	8.99	1.9%	2.5%	$14,007	Edmonds
Hunts Point	395	0.0%	$784,473,000	0.3%	0.28	0.1%	0.1%	$709	Hunts Point
Issaquah	32,130	2.3%	$6,132,631,583	2.3%	11.4	2.4%	2.3%	$12,981	Issaquah
Kenmore	21,170	1.5%	$2,835,378,679	1.1%	6.14	1.3%	1.3%	$7,169	Kenmore
Kent	0	0.0%	$1,714,000	0.0%	0.45	0.1%	0.0%	$180	Kent
King County (Uninc.)	129,665	9.2%	$16,265,512,387	6.1%	166.03	35.7%	17.0%	$94,041	King County (Uninc.)
Kirkland	81,730	5.8%	$14,356,215,877	5.4%	17.81	3.8%	5.0%	$27,719	Kirkland
Lake Forest Park	12,680	0.9%	$1,844,674,400	0.7%	3.51	0.8%	0.8%	$4,330	Lake Forest Park
Maple Valley	2,454	0.2%	$357,899,600	0.1%	1.3	0.3%	0.2%	$1,085	Maple Valley
Medina	3,000	0.2%	$2,822,326,500	1.1%	1.41	0.3%	0.5%	$2,918	Medina
Mercer Island	22,720	1.6%	$9,132,580,404	3.5%	6.21	1.3%	2.1%	$11,790	Mercer Island
Mill Creek	18,600	1.3%	$3,048,481,121	1.2%	4.68	1.0%	1.2%	$6,404	Mill Creek
Mountlake Terrace	20,160	1.4%	$2,269,630,481	0.9%	4.17	0.9%	1.1%	$5,862	Mountlake Terrace
Mukilteo	20,440	1.4%	$3,843,580,393	1.5%	6.00	1.3%	1.4%	$7,722	Mukilteo
Newcastle	10,640	0.8%	$1,888,944,600	0.7%	4.46	1.0%	0.8%	$4,471	Newcastle
Redmond	55,840	3.9%	$11,941,569,998	4.5%	16.45	3.5%	4.0%	$22,123	Redmond
Renton	59,193	4.2%	$6,961,057,377	2.6%	13.81	3.0%	3.3%	$18,040	Renton
Sammamish	48,060	3.4%	$8,110,684,304	3.1%	17.05	3.7%	3.4%	$18,675	Sammamish
Seattle	435,487	30.7%	$92,061,834,922	34.8%	53.01	11.4%	25.6%	$141,950	Seattle
Shoreline	53,670	3.8%	$7,322,409,100	2.8%	11.59	2.5%	3.0%	$16,693	Shoreline
Sno. Co. (Uninc.)	159,369	11.3%	$20,454,964,615	7.7%	55.51	11.9%	10.3%	$57,030	Snoh. Co. (Uninc.)
Woodinville	10,990	0.8%	$2,507,893,071	0.9%	5.66	1.2%	1.0%	$5,424	Woodinville
Woodway	1,300	0.1%	$441,766,909	0.2%	1.08	0.2%	0.2%	$905	Woodway
Yarrow Point	1,015	0.1%	$838,037,500	0.3%	0.36	0.1%	0.2%	$859	Yarrow Point
Totals	1,416,568	100.0%	$264,679,455,371	100.0%	465.69	100.0%	100.0%	$553,713	**Totals**
								$553,713	

NOTE: King County land area excludes the Upper Cedar basin

DATA SOURCES:

- Parcels with 2013 Assessment data
- 2010 Census Tracts
- 2013 Population
- King County Cities
- Snohomish County Cities

G:\WRIA8_Team\ILA Documents, Cost Shares\2016 ILA Renewal\ILA\Exhibit_A_WRIA 8_ILACostShare_2016_FINAL.xls

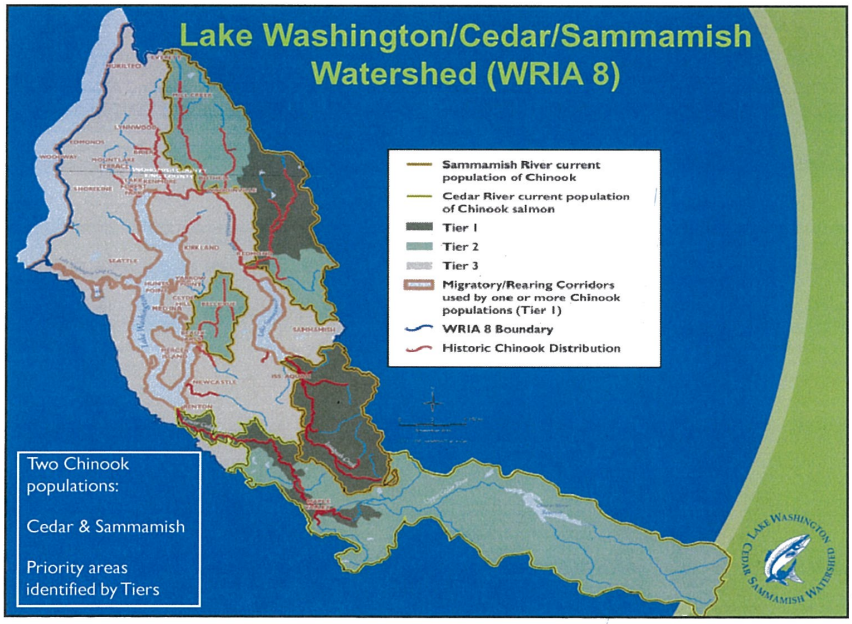
Watershed Restoration and Salmon Recovery: Renewing our Partnership

28 Local Governments Working Together to Make Our Watershed a Place Where Salmon and People Can Live Together

Jason Mulvihill-Kuntz
Watershed Coordinator
Lake Washington/Cedar/
Sammamish Watershed (WRIA 8)

City of Kenmore
City Council Presentation
April 13, 2015

Lake Washington/Cedar/Sammamish Watershed (WRIA 8)



Two Chinook populations:

Cedar & Sammamish

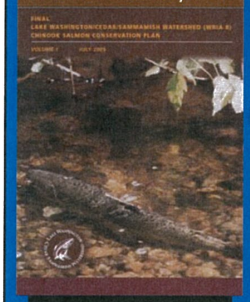
Priority areas identified by Tiers

The Road to Recovery

1999	Chinook salmon listed as threatened
2001	Jurisdictions sign interlocal agreement (ILA) to recover salmon
2005	Watershed recovery plan completed
2006	Begin first 10 years of implementation
2007	Federal adoption of Puget Sound Recovery Plan
2010	Watershed Summit – Assess first five years of implementation
2015	First 10 years of implementation complete! Initial ILA sunsets

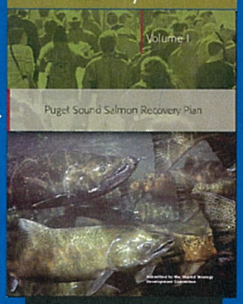
Watershed Salmon Recovery Plan: Part of Puget Sound Recovery

WRIA 8 Recovery Plan



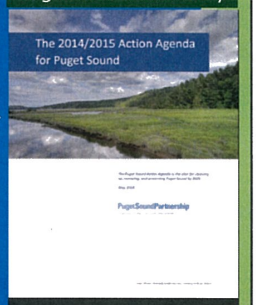
Approved 2005

Puget Sound Salmon Recovery Plan



Approved 2007

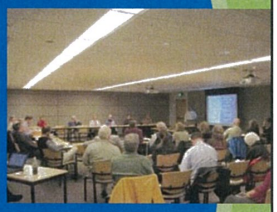
Action Agenda for Puget Sound Recovery



Approved 2008 (updated 2014)

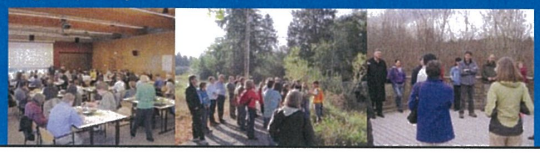
Leadership: WRIA 8 Salmon Recovery Council

- Stakeholders representing 28 local government partners and stakeholders
- Fostering strong regional collaboration and governance
- Leveraging individual jurisdiction dollars for watershed benefits



Role of the Salmon Recovery Council

- Directing implementation
- Providing policy guidance
- Building capacity
- Advancing funding strategy
- Supporting education and outreach



Regional Watershed Funding

WRIA Based Cost-share: WRIA 8

For 2015

Total : $541,900

Note: Total reflects WRIA 8 Salmon Recovery Council decision (May 15, 2014) to increase ILA cost share 5% in 2015. To be recalculated every 3 Years (per WRIA 8 Forum decision July 20, 2006). Updated in June 2014 to reflect City of Bothell annexation of 1.6 square miles of King County and 2013 population, assessed value, and area data.

WRIA 8 Salmon Recovery Council approved 5-15-14

WRIA 8 Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)		Cost-Share Amount (Average of Pop, AV, Area)		WRIA 8 Jurisdiction
Beaux Arts	290.00	0.0%	$104,734,000	0.0%	0.08	0.0%	0.0%	$139	Beaux Arts
Bellevue	132,100.00	9.3%	$33,167,992,493	12.5%	33.53	7.2%	9.7%	$52,487	Bellevue
Bothell	40,540.00	2.9%	$5,955,222,655	2.2%	13.66	2.9%	2.7%	$14,532	Bothell
Clyde Hill	2,980.00	0.2%	$1,714,510,000	0.6%	1.06	0.2%	0.4%	$1,961	Clyde Hill
Edmonds	39,950.00	2.8%	$7,512,735,402	2.8%	8.99	1.9%	2.5%	$13,708	Edmonds
Hunts Point	395.00	0.0%	$784,473,000	0.3%	0.28	0.1%	0.1%	$694	Hunts Point
Issaquah	32,130.00	2.3%	$6,132,631,583	2.3%	11.4	2.4%	2.3%	$12,704	Issaquah
Kenmore	21,170.00	1.5%	$2,835,378,679	1.1%	6.14	1.3%	1.3%	$7,016	Kenmore
Kent	0.00	0.0%	$1,714,000	0.0%	0.45	0.1%	0.0%	$176	Kent
King County (Uninc.)	129,665.00	9.2%	$16,265,512,387	6.1%	166.03	35.7%	17.0%	$92,035	King County (Uninc.)
Kirkland	81,730.00	5.8%	$14,356,215,877	5.4%	17.81	3.8%	5.0%	$27,128	Kirkland
Lake Forest Park	12,680.00	0.9%	$1,844,674,400	0.7%	3.51	0.8%	0.8%	$4,237	Lake Forest Park
Maple Valley	2,454.00	0.2%	$367,899,600	0.1%	1.3	0.3%	0.2%	$1,061	Maple Valley
Medina	3,000.00	0.2%	$2,822,326,500	1.1%	1.41	0.3%	0.5%	$2,856	Medina
Mercer Island	22,720.00	1.6%	$9,132,590,404	3.5%	6.21	1.3%	2.1%	$11,539	Mercer Island
Mill Creek	18,600.00	1.3%	$3,048,481,121	1.2%	4.68	1.0%	1.2%	$6,268	Mill Creek
Mountlake Terrace	20,160.00	1.4%	$2,269,630,481	0.9%	4.17	0.9%	1.1%	$5,737	Mountlake Terrace
Mukilteo	20,440.00	1.4%	$3,843,580,393	1.5%	6.00	1.3%	1.4%	$7,557	Mukilteo
Newcastle	10,640.00	0.8%	$1,888,944,600	0.7%	4.46	1.0%	0.8%	$4,376	Newcastle
Redmond	55,840.00	3.9%	$11,541,569,998	4.5%	16.45	3.5%	4.0%	$21,651	Redmond
Renton	59,193.00	4.2%	$6,961,057,377	2.6%	13.81	3.0%	3.3%	$17,655	Renton
Sammamish	48,050.00	3.4%	$8,110,684,304	3.1%	17.05	3.7%	3.4%	$18,277	Sammamish
Seattle	435,487.00	30.7%	$92,061,834,922	34.8%	53.01	11.4%	25.6%	$138,921	Seattle
Shoreline	53,570.00	3.8%	$7,322,409,100	2.8%	11.59	2.5%	3.0%	$16,337	Shoreline
Snoc. Co. (Uninc.)	159,365.00	11.3%	$20,454,964,615	7.7%	55.51	11.9%	10.3%	$55,813	Snoh. Co. (Uninc.)
Woodinville	10,990.00	0.8%	$2,507,893,071	0.9%	5.66	1.2%	1.0%	$5,308	Woodinville
Woodway	1,300.00	0.1%	$441,766,909	0.2%	1.08	0.2%	0.2%	$886	Woodway
Yarrow Point	1,015.00	0.1%	$838,037,500	0.3%	0.36	0.1%	0.2%	$841	Yarrow Point
Totals	1,416,568.00	100.0%	$264,679,455,371	100.0%	465.69	100.0%	100.0%	$541,900	Totals
								$541,900	

NOTE: King County land area excludes the Upper Cedar basin

DATA SOURCES:

- Parcels with 2013 Assessment data
- 2010 Census Tracts
- 2013 Population
- King County Cities
- Snohomish County Cities

What does the ILA Fund?

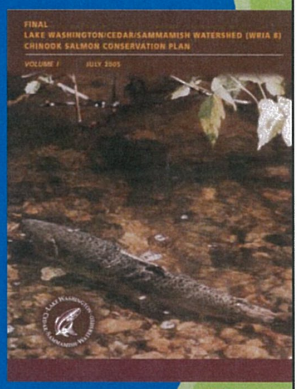
- Salmon Recovery Council and regional/state coordination
- Recovery Plan implementation
- Project grant program management
- Project tracking
- Communications, outreach, and education – telling the salmon recovery story
- Technical coordination, including
  - Assessing progress – monitoring and adaptively managing the Recovery Plan
  - Instigating critical research
  - Maintaining science-based restoration and protection strategy

Integrating Other Efforts

- Fish passage at Ballard Locks
- Salmon SEEson – outreach and education
- Hatchery & harvest management
- Cedar River Corridor Plan (identifying projects to reduce flood risk and restore floodplain)
- Shoreline and riparian area stewardship
- Water quality
- Regional stormwater management
- Noxious weed treatment
- Puget Sound recovery

WRIA 8 Plan: What Needs to be Done?

Identifies factors of decline, recovery goals, priority actions, and monitoring needs



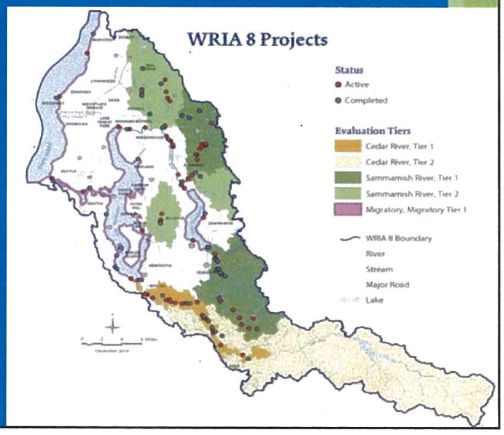
Three types of actions:

- On-the-ground projects – habitat protection and restoration
- Land use regulations and planning
- Outreach, education, and stewardship

What Have We Accomplished?

Funding and Projects:

- Since 2005, 49 projects completed / 51 projects active
- 10-Year Start List Project Implementation: 22% Completed
- From 1998 – 2014, allocated over **$15 million** in KCD and King County Flood Control District watershed grant funds – leveraging over **$28 million**
- From 1998 – 2014, allocated nearly **$20 million** in federal and state funds



What Have We Accomplished?

- 2,625 acres protected through acquisition or easement
- Over 450 acres of riparian area treated/planted
- Nearly one mile of levees removed or set back
- Over 73 acres of floodplain reconnected
- Over 8,000 feet of lakeshore restored

Lake Washington and Sammamish River

- **Green Shorelines** program promotes replacing bulkheads with softer shoreline alternatives

Kenmore Projects in WRIA 8 Plan:

- Two projects received $150,000 in grant funding
- Enhance and reconnect riparian wetlands at Wildcliffe Shores – complete!
- Squire's Landing Park restoration (partnership with Sno-King Watershed Council and Adopt A Stream Foundation) – active
- Lake Pointe property riparian and aquatic restoration (partnership with Dept. of Ecology) – proposed
- Sammamish River Mouth wetland restoration
- Little Creek restoration (partnership with Adopt A Stream)

Ongoing Recovery

The future of salmon and watershed health is in the hands of every community.

Salmon recovery faces numerous challenges:

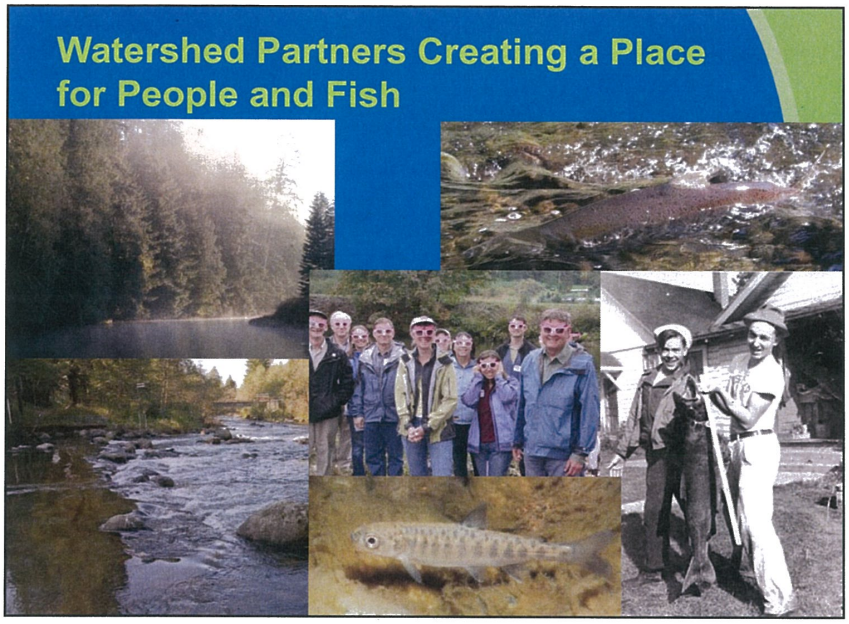
- *Public support and political will*
- *Adequate funding*
- *Climate change and ocean conditions*
- *Land use pressures*

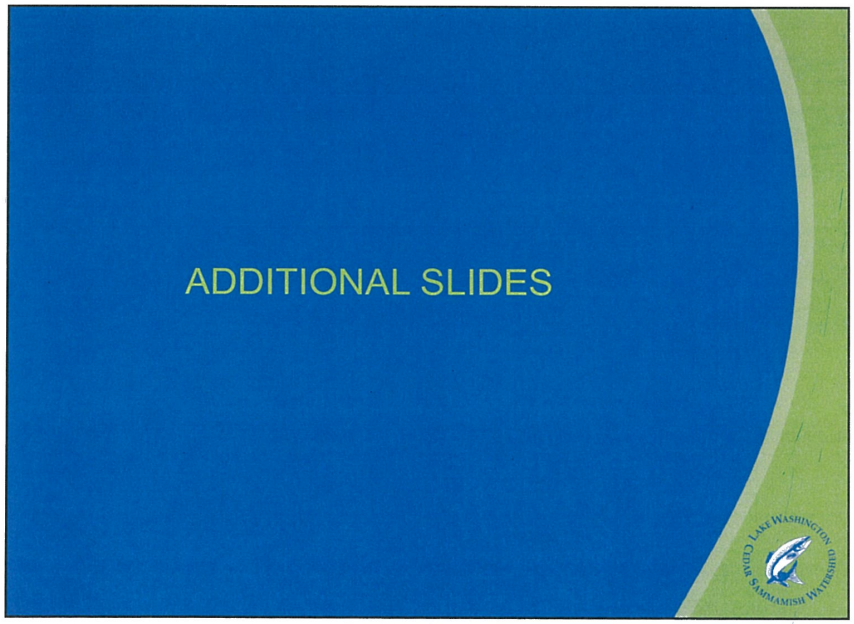
Local governments working together *do* make a difference!

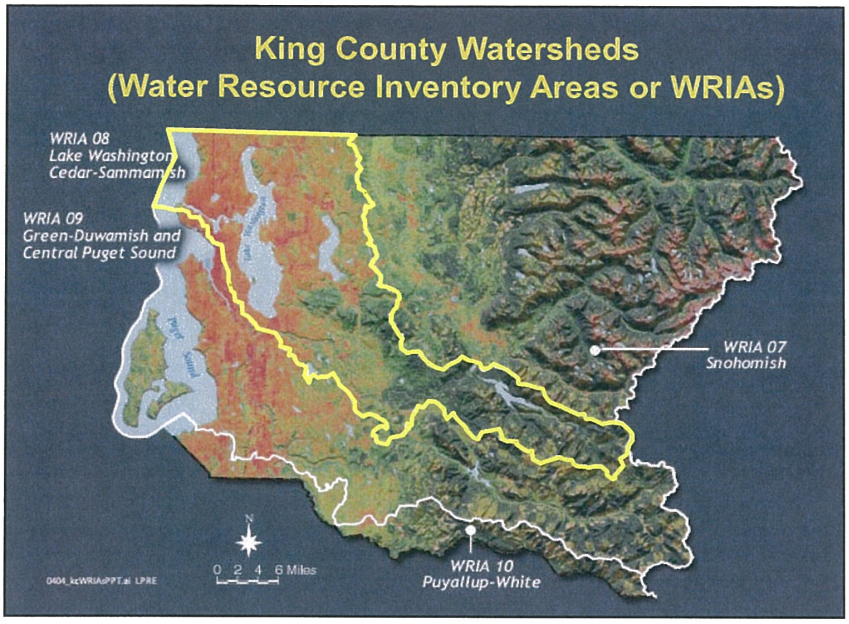
What's Next?

Renewing WRIA 8 Interlocal Agreement and Memorandum of Understanding

- **January – May 2015:** WRIA 8 presentations to partner jurisdictions; ILA partners review and provide feedback on drafts
- **May – July:** WRIA 8 staff integrates feedback on ILA and MOU for Salmon Recovery Council approval
- **July – December:** Final ILA and MOU available for ILA partners' approval and signature by December


Watershed Partners Creating a Place
for People and Fish


ADDITIONAL SLIDES
LAKE WASHINGTON CEDAR SAMMAMISH WATERSHED



WRIA 8 Recovery Plan
Science-based policy and implementation

Identifies factors of decline, recovery goals, priority actions, and monitoring needs

Increase survival rate of juvenile salmon produced annually (Cedar > 13.8%; Bear > 4.4%)

Meet annual abundance goals of returning adults (Cedar > 1,250 fish; Bear & Cottage > 350 fish)

Protect and restore ecosystem processes that create/support salmon habitat

Protect existing habitat and restore best potential habitat

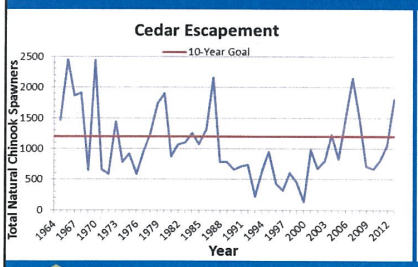
Implement 10-Year Start List – three types of actions:

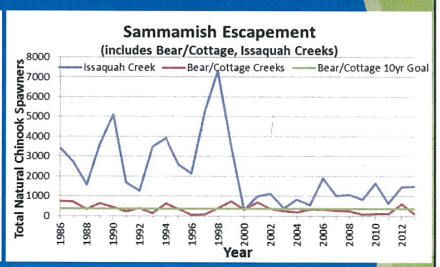
- 197 habitat protection and restoration projects
- Land use actions
- Outreach, education, and stewardship programs

What are the benefits of participating?

- Project/program grant funding
- Demonstrates proactive approach to address Endangered Species Act listing
- Stewardship and public outreach/education
- Regional leadership and partnerships

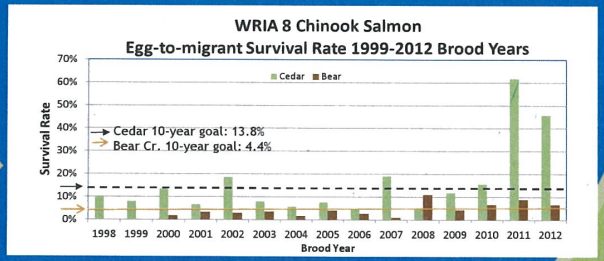
How Are the Salmon Doing?





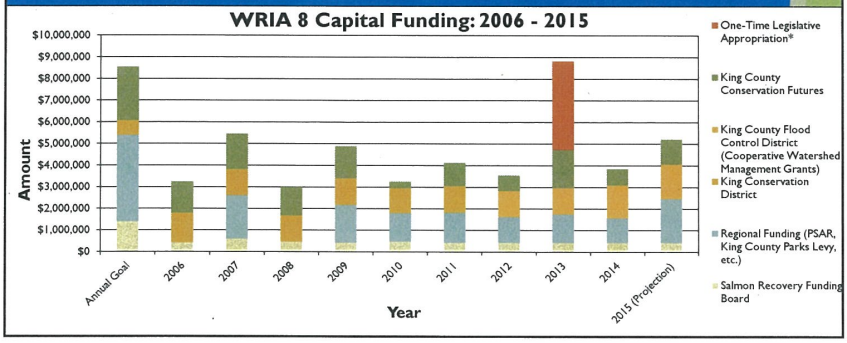
Adult Returns

Juvenile Production



What Have We Accomplished?

Funding :



Business of the City Council
City of Kenmore, WA

Subject:
Authorize City Manager to Execute Amendment No. 1 to Contract 12-C1097 between City of Kenmore and Law Office of Mary Stephens

For Council Meeting Agenda of: December 14, 2015

Department: Finance & Administration

Prepared by: Joanne Gregory, Finance and Administration Director

	Initial & Date
Approved by Department Head:	JMG 12/8/15
Approved by City Attorney:	
Approved by Finance Director:	JMG 12/8/15
Approved by City Manager:	RBK

Proposed Council Action/Motion:
Authorize City Manager to Execute Amendment No. 1 to Contract 12-C1097 between City of Kenmore and Law Office of Mary Stephens

Exhibits/Attachments:
Amendment No. 1 to Contract 12-C1097

Expenditure Required $0 Amount Budgeted $30,000 Appropriation Required $0

INFORMATION/BACKGROUND:

Since 2011, the law office of Mary Stephens has performed legal representation for in-custody indigent criminal defendants at the Snohomish County Jail, who are charged with misdemeanors, gross misdemeanors, and traffic violations. The contract expired December 31, 2014 and staff wishes to extend the agreement to continue offering this representation. The amendment extends the contract to December 31, 2016 with an annual renewal and recognizes that the services are now being performed at SCORE and not at the Snohomish County Jail. The contract currently provides a termination clause of 30 days prior written notice by either party.

FISCAL CONSIDERATION:

No additional expenditure required.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Effective and Efficient Services
Public Safety

AB Mary Stephens Amend No 1.docx

CITY OF KENMORE CONTRACT NO. 12-C1097

AMENDMENT NO. 1

The following section of the Personal Services Contract No. 12-C1097 between the City of Kenmore, Washington and Law Office of Mary Stephens, is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. All references to services performed at Snohomish County Jail shall be removed and all services will now be performed at SCORE. 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.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 1, 2015 and ending December 31, 2016, and shall renew annually 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 14th day of December, 2015.

CONSULTANT:	CITY OF KENMORE:
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #1 to Contract 15-C1456 with Coast & Harbor Engineering regarding Squires Landing Park Conceptual Plans **Proposed Council Action/Motion:** Motion authorizing the City Manager to execute Amendment #1 to Contract 15-C1456 with Coast & Harbor Engineering	**For Council Meeting Agenda of:** 12/14/15 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director **Initial & Date** **Approved by Department Head:** PA 12/7/15 **Approved by City Attorney:** **Approved by Finance Director:** 12/7/15 **Approved by City Manager:** PDK **Exhibits/Attachments:** 1. Contract 15-C1456 2. Amendment #1 to Contract 15-C1456

Expenditure Required $7,937.00 **Amount Budgeted**: $100,000 **Appropriation Required** $0

INFORMATION/BACKGROUND: Coast & Harbor Engineering were retained in August 2015 to develop a conceptual plan for the Squires Landing property focusing on improving public access to the water and water dependent recreation activities. The contract amount to complete the concept was $49,369. An additional $7,937 is required in order to complete the concept plan, respond to public and Council comment at the 12/14/15 Open House and Council meeting, and also develop costs for maintenance and monitoring. The additional $7,937 contract amount puts the total contract amount of $57,306 above the City Manager's $50,000 contracting authority. Staff recommends that Council pass a motion giving the City Manager authority to execute the contract amendment.

Preparing an updated concept plan is identified as a project in the City's adopted Park Capital Improvement Program. Improving public access and connection to the water is a top Council goal and consistent with the adopted Park Recreation and Open Space Plan. There are no funds currently budgeted for moving forward with project implementation. The public feedback received to date for "Imagine Kenmore" through the online survey, community workshop and mapping tool indicated access and connection to the water as a high priority. A randomized phone survey is also currently being completed. Assuming access to the water is determined to be a community priority, the Squires Landing concept could be included on the project priority list for another round of public feedback early next year.

FISCAL CONSIDERATION: The total contract amount of $57,306 is within the $100,000 budgeted in the Parks Capital Improvement Program for project P27 Squires Landing Park Concept. On 11/23/15 Council adopted Ordinance 15-0412 updating the 2015-2020 Capital Improvement Program for Surface Water, Parks and Transportation.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council Goal #4 advance the public's access and connection to the waterfront.

Attachment 1

CONTRACT FOR CONSULTANT SERVICES
Contract No. 15-C1456

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Coast and Harbor Engineering a Division of Hatch Mott MacDonald LLC whose principal office is located at 110 James St, Suite 103, Edmonds, WA 98020 ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

_x_ A sum not to exceed $49,369

___ 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 July 28, 2015 and ending November 30, 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.

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,

independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

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

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

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon 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. The Consultant must comply with the requirements of Exhibit E.

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:

R. Shane Phillips, Principal Engineer
Coast & Harbor Engineering
110 James St, Suite 103
Edmonds, WA 98029

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

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

CITY OF KENMORE, WASHINGTON

By: Deborah A Bert
FOR: Rob Karlinsey
Title: City Manager
Date: 8/5/15.

CONSULTANT

By: R. Shane Phillips
Title: Principal Engineer
Date: 8/5/15

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

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

Project Description & Approach:
The City of Kenmore (City) has requested Coast and Harbor Engineering, a Division of Hatch Mott MacDonald (CHE) to develop this scope of work and fee estimate for performing limited site reconnaissance, feasibility evaluation, and conceptual design and associated budgetary cost estimate to improve access to the shorelines of the Sammamish River at Squire's Landing Park. The work would include feasibility evaluation of potential park improvements including: removal of existing home and garage structures, potential property acquisition including a boat basin, new upland boat house with restroom, new boat staging area, new parking area off NE 175th, new trails between parking area and boathouse, new trails/boardwalk to Sammamish River, new footbridges for crossing an existing lagoon and slough, new floating docks within lagoon, and associated environmental enhancement/mitigation. For feasible elements, CHE would then develop conceptual alternatives. The key objectives of this scope are to identify feasible design elements, develop conceptual park alternatives graphics and associated budgetary cost sufficient for public review and to support the City's pursuit of funding.

Assumptions:

- Permitting and regulatory support is not included.
- Sediment sampling and characterization is not included; limited consultation with DMMO will be conducted.
- Geotechnical data collection is not required for conceptual design; soils conditions will be assumed based upon review of adjacent structures and engineering judgment.
- Rights of entry and easements will be obtained by City and provided to CHE in order to conduct a site visit and data collection on adjacent private properties, if required.
- Meetings and site visits will be scheduled and combined with other ongoing work for the related Log Boom Park project; the two projects will be jointly executed for efficiency. A total of one site visit, and two team meetings with the City are included. All other meetings and coordination will be conducted by teleconference; a total of one team teleconference meeting is included.
- City will provide existing studies, drawings, GIS data, survey data and site studies (geotechnical, sediment, archaeological, engineering, etc.) in native electronic format for the project area and for use by CHE to conduct the work. Digitizing of existing records is not included. City property boundary and ownership information will be provided in electronic format (.shp or CAD).
- Cultural resource assessment will not be conducted; only existing City provided data will be reviewed.
- Detailed engineering drawings will not be developed; alternatives will be depicted through bubble diagram architectural graphics. Only .pdf files of drawings will be provided.
- Development of detailed mitigation plan and mitigation design is not included; mitigation design would be performed in a future phase of work.
- Boathouse design will be schematic and highly conceptual, with emphasis on overall footprint and location in plan view sufficient for developing a conceptual cost estimate.
- No topographic or property surveying will be conducted.

Scope Tasks:
CHE will provide services necessary to complete the following tasks:

Task 1 - Site Reconnaissance and Project Review
This task consists of assembling and reviewing existing data, previous studies, conducting reconnaissance site visit, and evaluating the feasibility of conceptual design elements desired by City.

- Existing Data Compilation. Review available data, previous studies, identify data gaps and potential challenges relative to City codes and regulatory requirements.
- Site Visit - A site visit will be conducted to review condition of the park facilities and located key features using RTK GPS equipment.
- Wetlands and CRAs: Perform limited field work during site visit to confirm location of wetlands identified in previous studies. Identify approximate location of existing wetlands, wetland buffers and critical habitat sufficiently for conceptual design. A formal wetland documentation report will not be developed.
- Base Map. Generate base map for conceptual design based upon City provided data and existing survey. The base map will serve as the basis for analysis and concept design.
- Cultural Resource Assessment – Review existing cultural resource data; if none, notify city.
- Basis of Design Memo – Screen and identify feasible design elements, document issues and opportunities, design criteria, codes and standards, and constraints that will govern the conceptual design.

Task 2 – Conceptual Design
This task consists of developing two alternative conceptual design layouts for the improvements and providing conceptual level graphic plans, details, sections, and costs associated with each alternative.

- Evaluate removal of existing home and garage structures, potential property acquisition including a boat basin.
- Conceptual layout of new parking area off NE 175th including schematic drainage and utilities suitable for cost estimate.
- Layout trails between parking and boathouse, and trails/boardwalk to Sammamish River
- Evaluate types and size of footbridges for crossing the existing lagoon and slough.
- Size and locate two floating docks within the lagoon.
- Evaluate anticipated volume of dredged material, conduct informal consultation with DMMO to determine potential sampling and disposal costs for material.
- Schematic programming for boat house building and associated staging area to determine amenities, footprint and size. Perform site visit to similar boating facilities in local Seattle area to confirm size of boathouse facility.
- Develop two alternative site layouts to the conceptual design level that include feasible elements.
- Identify and quantify impacts resulting from the conceptual design
- Develop mitigation strategy memo for project impacts, including onsite enhancement and mitigation. Identify range of potential mitigation cost to be included with budgetary level cost estimate.
- Compute conceptual quantities for developing a conceptual construction cost estimate for each alternative.
- Provide itemized budgetary level cost estimate, including construction, permitting and design.
- Produce a brief alternatives analysis memorandum summarizing findings and assist City with selection of the preferred alternative.
- For each alternative, prepare one overall site plan graphic.
- One boathouse detail plan

- Up to three (3) typical sections in total
- Up to one (1) detail site plan graphic

Task 3 - Meetings and Coordination
This task includes project management, coordination with City and its consultants, and meetings as defined below.

- Manage project schedule, budget, and scope.
- Participate in up to one (1) one-hour conference calls.
- Participate in one (1) public meeting with two staff.
- Conduct total of two (2) team meetings with City; one in Kenmore & one in Edmonds, WA.
- Provide materials for public presentations limited to six (6) Powerpoint slide graphics and four (4) printed presentation boards.

Deliverables:

- Task 1 – Site Reconnaissance and Project Review
  - Basis of Design memorandum (.pdf format)
- Task 2 – Conceptual Design
  - Budgetary cost estimate (MS Excel) including range of cost for mitigation.
  - Brief Alternatives Analysis memo (.pdf)
  - Two (2) alternative site plan graphics, boathouse detail plan, one (1) detail site plan graphic as, three (3) typical sections (.pdf)
- Task 3 – Meetings and Coordination
  - Meetings notes by email
  - Public meeting materials boards and PowerPoint slides.

Compensation:
The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed amount. CHE will coordinate any changes to the work scope and budget with City in advance of incurring expenses.

Schedule:
The work is anticipated to start in late-July 2015 and be completed by the beginning of October 2015.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates described in the attached Fee Estimate dated 7/15/15. The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed $49,369. CHE will coordinate any changes to the work scope and budget with City in advance of incurring expenses.

Task 1 Fee ***$11,153***
Task 2 Fee ***$29,941***
Task 3 Fee ***$8,275***

TOTAL NOT-TO-EXCEED COST ***$49,369***

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 __X___ Other (explain) LLC

TIN No.: 16-1006700

Social Security No.: _____

Print Name: R. Shane Phillips

Title: Principal Engineer

Business Name: Coast & Harbor Engineering, a Division of Hatch Mott MacDonald LLC

Business Address: 110 James Street #103, Edmonds WA 98020

Business Phone: 425-778-6042

8/5/2015
Date

Authorized Signature (Required)

Attachment 2

CITY OF KENMORE
Contract No. 15-C1456
Amendment No. 1

The following sections of the contract for professional consultant services dated 8/5/15, between the City of Kenmore ("City") and Coast and Harbor Engineering a Division of Hatch Mott MacDonald ("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 $7,937 according to the fees and rates in the original contract.

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on December 1, 2015 and ending on February 1, 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 14th day of December, 2015.

CONSULTANT:	CITY OF KENMORE:
By:_____	By:_____
R. Shane Phillips	Rob Karlinsey
Title: Principal Engineer	Title: City Manager
Date:_____	Date:_____

EXHIBIT A

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

Task 1 Meetings

This task consists of preparation for and attendance at additional Team and City meetings:

- Attend December 14th Public Meeting and City Council meeting (Confluence Environmental).
- Attend one conference call with internal team to review comments gathered from December 14th meetings and make adjustments to design and deliverables.
- Attend one conference call with the City to review design comments.

Task 2 Mitigation Cost Estimation

This task consists of estimating costs for mitigation at the sites:

- Estimate costs for constructing mitigation items identified in one conceptual design.
- Estimate costs for monitoring and maintenance of mitigation items identified in one conceptual design.

Task 3 Maintenance Plan Development and Cost Estimation

This task consists of the following:

- Develop a maintenance plan for the parks.
- Provide a preliminary maintenance cost on a SF or ACRE basis.

Task 4 Respond to Comments

This task consists of documenting comment response on draft reports, public meetings, and meetings with the City.

- Address one additional round of comments from the City and Consultant on the draft mitigation memorandum and conceptual design plans.

- Document comments received during December 14th Public Meeting and Council meeting.
- Respond to one round of comments on mitigation construction, monitoring, and maintenance cost estimates (see Task 3).

Assumptions:

Based on the extent of comments received during the December 14th meeting, this scope of work and fee estimate may need to be adjusted to address all comments if the required level of effort exceeds the estimated number of hours for the Consultant Team.

Compensation:

The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed amount. Consultant will coordinate any changes to the work scope and budget with the City in advance of incurring expenses.

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #1 to Contract 15-C1457 with Coast & Harbor Engineering regarding Logboom Park Conceptual Plan **Proposed Council Action/Motion:** Motion authorizing the City Manager to execute Amendment #1 to Contract 15-C1457 with Coast & Harbor Engineering	**For Council Meeting Agenda of:** 12/14/15 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director **Initial & Date** **Approved by Department Head:** DB 12/7/15 **Approved by City Attorney:** **Approved by Finance Director:** 12/7/15 **Approved by City Manager:** RJK **Exhibits/Attachments:** 1. Contract 15-C1457 2. Amendment #1 to Contract 15-C1457

Expenditure Required: $7,937.00 **Amount Budgeted:** $100,000 **Appropriation Required** $0

INFORMATION/BACKGROUND: Coast & Harbor Engineering were retained in August 2015 to develop a conceptual plan for the Logboom Park property focusing on improving public access to the water and water dependent recreation activities. The contract amount to complete the concept was $49,462. An additional $7,937 is needed in order to complete the concept plan, respond to public and Council comment at the 12/14/15 Open House and Council meeting, and develop costs for maintenance and monitoring. The additional contract amount puts the total contract amount of $57,399 above the City Manager's $50,000 contracting authority. Staff recommends that Council pass a motion giving the City Manager authority to execute the contract amendment.

Preparing an updated concept plan is identified as a project in the City's adopted Park Capital Improvement Program. Improving public access and connection to the water is a top Council goal and consistent with the adopted Park Recreation and Open Space Plan. There are no funds currently budgeted for moving forward with project implementation. The public feedback received to date for "Imagine Kenmore" through the online survey, community workshop and mapping tool indicated access and connection to the water as a high priority. A randomized phone survey is also currently being completed. Assuming access to the water is determined to be a community priority, the Logboom Park concept could be included on the project priority list for another round of public feedback early next year.

FISCAL CONSIDERATION: The total contract amount of $57,399 is within the $100,000 budgeted in the Parks Capital Improvement Program for project P28 Log Boom Park Concept. On 11/23/15 Council adopted Ordinance 15-0412 updating the 2015-2020 Capital Improvement Program for Surface Water, Parks and Transportation.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council Goal #4 advance the public's access and connection to the waterfront.

Attachment 1

CONTRACT FOR CONSULTANT SERVICES
Contract No. 15-C1457

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Coast and Harbor Engineering a Division of Hatch Mott MacDonald LLC whose principal office is located at 110 James St, Suite 103, Edmonds, WA 98020 ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

_x_ A sum not to exceed $49,462

___ 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 July 28, 2015 and ending November 30, 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.

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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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.

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3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

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

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

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

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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. The Consultant must comply with the requirements of Exhibit E.

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.

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

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

R. Shane Phillips, Principal Engineer
Coast & Harbor Engineering
110 James St, Suite 103
Edmonds, WA 98029

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

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

CITY OF KENMORE, WASHINGTON	CONSULTANT
By: Deborah A Bent	By:
FOR: Rob Karlinsey	R. Shane Phillips
Title: City Manager	Title: Principal Engineer
Date: 8/5/15.	Date: 8/5/15

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

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

Project Description & Approach:
The City of Kenmore (City) has requested Coast and Harbor Engineering, a Division of Hatch Mott MacDonald (CHE) to develop this scope of work and fee estimate for performing limited site reconnaissance, feasibility evaluation, and conceptual design and associated budgetary cost estimate to improve access to the shorelines of Lake Washington at Log Boom Park. The work would include feasibility evaluation of potential park improvements included in the previously completed Log Boom Park Master Plan - Phase 2, such as: beaches, boardwalk-trail, hand-carry boat launch, swim float, over-water pier modifications, gazebo-overlook, log boom, and associated environmental enhancement/mitigation. For feasible elements, CHE would then develop a revised park overall plan. The key objectives of this scope are to identify feasible design elements, perform conceptual level design refinement, and develop a revised conceptual park graphic and associated budgetary cost sufficient for public review and to support the City's pursuit of funding.

Assumptions:

- Permitting and regulatory support is not included.
- Based upon studies provided by City (Anchor QEA, March 2013), hand trowel sediment samples collected onsite indicate exceedances of phthalate and copper above freshwater screening levels at two locations in the park. Further chemical sampling, analysis and characterization of sediments is not included. If review of the existing studies and developed designs indicate potential for contamination, additional scope and fee will be required to further determine extents and character of sediments.
- Geotechnical data collection is not required and limited data are available; it is assumed that existing design reports, drawings and studies from upland improvements or pier improvements are sufficient to describe site soil conditions for conceptual design.
- Dredging and excavation of sediments will be minimized in the conceptual design.
- Rights of entry and easements will be obtained by City and provided to CHE in order to conduct a site visit and data collection on adjacent private properties, if required.
- Meetings and site visits will be scheduled and combined with other ongoing work for the related Squire's Landing project; the two projects will be jointly executed for efficiency. A total of one site visit, and two team meetings with the City are included. All other meetings and coordination will be conducted by teleconference; a total of one team teleconference meeting is included.
- City will provide existing studies, drawings, GIS data, survey data and site studies (geotechnical, sediment, archaeological, engineering, etc.) in native electronic format for the project area and for use by CHE to conduct the work. Digitizing of existing records is not included.
- City property boundary and ownership information will be provided in electronic format (.shp or CAD).
- Cultural resource assessment will not be conducted; only existing City provided data will be reviewed.
- Detailed engineering drawings will not be developed; the conceptual site plan graphic will a one page color 11" x 17" format.

- Development of detailed mitigation plan and mitigation design is not included; review of previous mitigation design and comparative analysis of impacts is included.
- No topographic or property surveying will be conducted.

Scope Tasks:
CHE will provide services necessary to complete the following tasks:

Task 1 - Site Reconnaissance and Project Review
This task consists of assembling and reviewing existing data, previous studies, conducting reconnaissance site visit, and evaluating the feasibility of conceptual design elements desired by City.

- Existing Data Compilation. Review available data, previous studies, identify data gaps and potential challenges relative to City codes and regulatory requirements.
- Site Visit - A site visit will be conducted to review condition of the park facilities and located key features using RTK GPS equipment.
- Wetlands and CRAs: Perform limited field work to confirm location of wetlands identified in previous studies Identify approximate location of existing wetlands, wetland buffers and critical habitat sufficiently for conceptual design. A formal wetland documentation report will not be developed.
- Base Map. Generate base map for design based upon City provided data and existing survey. The base map will serve as the basis for analysis and concept design
- Cultural Resource Assessment – Review existing cultural resource data; if none, notify city.
- Basis of Design Memo – Screen and identify feasible design elements from the Mater Plan, document issues and opportunities, design criteria, codes and standards, and constraints that will govern the conceptual design.

Task 2 – Conceptual Design
This task consists of refining identified feasible design elements and providing conceptual level graphical plan, details, sections, and costs associated with the revised conceptual plan.

- Evaluate site wave conditions using existing CHE numerical models for typical conditions and storm conditions.
- Perform conceptual level engineering analysis of master plan-depicted beaches, boardwalk-trail, hand-carry boat launch, swim float, over-water pier modifications, gazebo-overlook, log boom, and associated environmental enhancement/mitigation. Identify opportunities to relocate or reconfigure elements for better performance, reduced maintenance, and minimize environmental impacts and associated mitigation.
- Develop one revised conceptual design plan that includes feasible elements.
- Identify and quantify impacts resulting from the conceptual design
- Develop mitigation strategy memo including onsite enhancement and mitigation. Identify range of potential mitigation cost to be included with cost estimate.
- Compute conceptual quantities for developing a conceptual construction cost estimate for the draft schematic plan.
- Provide itemized budgetary level cost estimate, including construction, permitting and design.
- Produce a brief design memorandum summarizing findings.
- Provide a color schematic site plan graphic and up to (2) two illustrative sections depicting the revised improvements.

Task 3 - Meetings and Coordination
This task includes project management, coordination with City and its consultants, and meetings as defined below.

- Manage project schedule, budget, and scope.
- Participate in up to one (1) one-hour conference calls.
- Participate in one (1) public meeting with two staff.
- Conduct total of two (2) team meetings with City; one in Kenmore & one in Edmonds, WA.
- Provide materials for public presentations limited to six (6) Powerpoint slide graphics and four (4) printed presentation boards.

Deliverables:

- Task 1 – Site Reconnaissance and Project Review
  - Basis of Design memorandum (.pdf format)
- Task 2 – Conceptual Design
  - Budgetary cost estimate (MS Excel) including range of cost for mitigation.
  - Design memo (.pdf)
  - One (1) site plan graphic; two 2) typical sections
- Task 3 – Meetings and Coordination
  - Meetings notes by email
  - Public meeting materials boards and PowerPoint slides.

Schedule:
The work is anticipated to start in late-July 2015 and be completed by the beginning of October 2015.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates described in the attached Fee Estimate dated 7/15/15. The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed $49,462. CHE will coordinate any changes to the work scope and budget with City in advance of incurring expenses.

Task 1 Fee ***$10,171***
Task 2 Fee ***$29,011***
Task 3 Fee ***$10,280***

TOTAL NOT-TO-EXCEED COST ***$49,462***

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 __X___ Other (explain) LLC

TIN No.: 16-1006700

Social Security No.: _____

Print Name: R. Shane Phillips

Title: Principal Engineer

Business Name: Coast & Harbor Engineering, a Division of Hatch Mott MacDonald LLC

Business Address: 110 James Street #103, Edmonds WA 98020

Business Phone: 425-778-6042

8/18/2015
Date

Authorized Signature (Required)

Attachment 2

CITY OF KENMORE
Contract No. 15-C1457
Amendment No. 1

The following sections of the contract for professional consultant services dated 8/5/15, between the City of Kenmore ("City") and Coast and Harbor Engineering a Division of Hatch Mott MacDonald ("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 $7,937 according to the fees and rates in the original contract.

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on December 1, 2015 and ending on February 1, 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 14th day of December, 2015.

CONSULTANT:	CITY OF KENMORE:
By:_____	By:_____
R. Shane Phillips	Rob Karlinsey
Title: Principal Engineer	Title: City Manager
Date:_____	Date:_____

EXHIBIT A

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

Task 1 Meetings

This task consists of preparation for and attendance at additional Team and City meetings:

- Attend December 14th Public Meeting and City Council meeting (Confluence Environmental).
- Attend one conference call with internal team to review comments gathered from December 14th meetings and make adjustments to design and deliverables.
- Attend one conference call with the City to review design comments.

Task 2 Mitigation Cost Estimation

This task consists of estimating costs for mitigation at the sites:

- Estimate costs for constructing mitigation items identified in one conceptual design.
- Estimate costs for monitoring and maintenance of mitigation items identified in one conceptual design.

Task 3 Maintenance Plan Development and Cost Estimation

This task consists of the following:

- Develop a maintenance plan for the parks.
- Provide a preliminary maintenance cost on a SF or ACRE basis.

Task 4 Respond to Comments

This task consists of documenting comment response on draft reports, public meetings, and meetings with the City.

- Address one additional round of comments from the City and Consultant on the draft mitigation memorandum and conceptual design plans.

- Document comments received during December 14th Public Meeting and Council meeting.
- Respond to one round of comments on mitigation construction, monitoring, and maintenance cost estimates (see Task 3).

Assumptions:

Based on the extent of comments received during the December 14th meeting, this scope of work and fee estimate may need to be adjusted to address all comments if the required level of effort exceeds the estimated number of hours for the Consultant Team.

Compensation:

The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed amount. Consultant will coordinate any changes to the work scope and budget with the City in advance of incurring expenses.

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Stormwater program grant ($50,000) from the Department of Ecology.	**For Council Meeting Agenda of:** December 14, 2015 **Department:** Public Works **Prepared by:** Richard Sawyer **To Be Presented By:** NA
	Initial & Date **Approved by Department Head:** KMO 12/3/15 **Approved by City Attorney:** NA **Approved by Finance Director:** 12/3/15 **Approved by City Manager:**
Proposed Council Action/Motion: Authorize the City Manager to execute Interlocal Agreement 15-C1493 to accept a $50,000 water quality grant from the Washington State Department of Ecology.	**Exhibits/Attachments:** None

Expenditure Required $50,000 **Amount Budgeted** $50,000 **Appropriation Required** $0

INFORMATION/BACKGROUND:

The Washington State Department of Ecology has awarded a grant of $50,000 to the City to support development and implementation of programs required under the City's Phase II Municipal Stormwater NPDES Permit. One of the most significant new programs required in the City's current Permit is the integration of Low Impact Development (LID) into the City's standards and codes. The City will utilize its Surface Water Consultant to conduct a gap analysis, develop code and standards updates, develop and assist with presentations to Planning Commission, Council and the Public and prepare applicable Ecology reports.

SCHEDULE:

The grant is effective from July 1, 2015 through March 31, 2017. The LID integration process will be completed by December 31, 2016.

FISCAL CONSIDERATION:

This $50,000 grant will be applied to the Surface Water Management Fund.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Address watershed issues affecting the City.

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: City Manager Employment Agreement	**For Council Meeting Agenda of:** December 14, 2015 **Department:** City Manager's Office **Prepared by:** Finance & Administration and City Attorney **To Be Presented By:** City Attorney
Proposed Council Action/Motion: Approve Fourth Amendment to the City Manager's Employment Agreement, Contract No. 12-C1014, as shown in Exhibit A, granting a 3% merit increase effective January 1, 2016.	**Initial & Date** **Approved by Department Head:** _____ **Approved by City Attorney:** email **Approved by Finance Director:** JMG 12/3/15 **Approved by City Manager:** N/A **Exhibits/Attachments:** Exhibit A, Fourth Amendment to Employment Agreement for City Manager

Expenditure Required: See Fiscal Consideration below | **Amount Budgeted:** | **Appropriation Required**: $0

INFORMATION/BACKGROUND:

The City Manager's employment agreement provides for annual performance-based merit increases at the City Council's discretion. The City Council recently evaluated the performance of the City Manager. Based on completion of work plan items and progress toward City Council goals as well as general management and leadership of the City organization, members of the City Council propose to increase the City Manager's base salary by 3% per month to $ 163,990 effective January 1, 2016.

FISCAL CONSIDERATION:

Employee salaries, including estimated merit increases, are included in the City's adopted budget.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

All 11 City Council Goals.

Exhibit A

Contract No. 12-C1014
Amendment No. 4

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER is entered into as of the 14th day of December, 2015, by and between the **CITY OF KENMORE**, King County, Washington ("City") and **ROBERT G. KARLINSEY** ("Manager").

RECITALS

A. The parties entered into an Employment Agreement for City Manager effective April 23, 2012 through April 30, 2017 ("Agreement"). The parties amended paragraphs 4 and 5B of the Agreement by Amendment to Employment Agreement for City Manager dated May 14, 2013, amended paragraph 4 of the Agreement by Second Amendment to Employment Agreement for City Manager dated November 18, 2013, and amended paragraph 4 of the Agreement by Third Amendment to Employment Agreement for City Manager dated December 15, 2014.

B. The parties desire to increase the Manager's salary based upon merit in accordance with paragraph 5 of the Agreement.

AMENDMENT

1. Effective January 1, 2016, paragraph 4 of the Agreement is amended to read as follows:

> **4. Salary.** The City shall pay the Manager a salary of $163,990 per year, payable in equal installments in accordance with the City's normal payroll schedule. The salary shall be increased each January 1 by a cost of living adjustment equal to the cost of living increase for other full-time City employees, if any, or a merit increase in accordance with paragraph 5 of this Agreement, whichever is greater. This Agreement shall be deemed to be automatically amended to reflect any cost of living adjustments or salary increases based on merit.

2. Except as expressly set forth in this Amendment, the Agreement shall continue in full force and effect as written.

MANAGER	**CITY OF KENMORE**
_____	By_____
Robert G. Karlinsey	Mayor

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing & Deliberation on Amending Kenmore Municipal Code Section 12.50 to adopt the *City of Kenmore 2016 Road Standards*.	**For Council Meeting Agenda of:** 12/14/2015 **Department:** Public Works **Prepared by:** Zack Richardson, Capital Projects Manager
Proposed Council Action/Motion: Hold a public hearing. After the public hearing, provide direction to staff on preferred revisions to the *2016 Road Standards*.	**Initial & Date** **Approved by Department Head:** KMO 12/2/15 **Approved by City Attorney:** N/A **Approved by Finance Director:** 12/2/15 **Approved by City Manager:** KOK **Exhibits/Attachments:** 1. Exhibit A: Draft Revision to KMC 12.50 2. Exhibit B: Draft *City of Kenmore 2016 Road Standards* 3. Exhibit C: 2016 Road Standard Major Changes Summary Memo

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

INFORMATION/BACKGROUND:

At your meeting on November 9, staff presented a draft version of KMC 12.50 and the 2016 Road Standard for your review. Per KMC 19.20, a public hearing is required prior to final adoption of the Standards. Today's meeting shall satisfy the requirement for a public hearing. Council may consider all testimony and information presented at the public hearing and shall provide staff direction as appropriate.

All attached materials are the same as those presented at the previous November 9 meeting, and staff will continue to take Council feedback and input on the Standards until the end of the year (December 31). SEPA & Department of Commerce review periods are currently underway. The final adoption is anticipated in early 2016.

FISCAL CONSIDERATION:

None at this time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Staff believes that the proposed revisions to the Standards will address several Council goals, including:

1. To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.
2. To continue to implement the Economic Development Plan with an emphasis on the following key points:
   3. Promote the image of Kenmore
   4. Create a vibrant, walkable downtown
9. To accelerate implementation of the Sidewalk Plan and pursue various funding options.
10. To identify, develop, and actively promote a walkable area in downtown.

I:/City Clerk/Agenda Items/Templates

STREET STANDARDS

Sections:

12.50.010 Adoption.
12.50.020 Terms.
12.50.030 Applicability.
12.50.040 Developments.
12.50.050 References.
12.50.060 Variances.
12.50.070 Appeals from decisions on variances.
12.50.150 Interpretation.
12.50.160 Penalties.
12.50.170 Severability.
12.50.180 Effective date.

12.50.010

Adoption.

A. City of Kenmore 2016 Road Standards (the Standards), incorporated herein as Attachment A*, along with all companion documents referenced in Section 1.02 of the Standards, are hereby approved and adopted as the City of Kenmore standards for street design and construction.

B. Consistent with the council's direction and intent in adopting these standards, the department of Public Works is hereby authorized to develop public rules and make minor changes to the Standards, or the referenced companion documents, in order to better implement the standards and as needed to stay current with changing design and construction technology and methods.

*Code reviser's note: Attachment A is on file in the office of the City Clerk.

12.50.020

Terms.

A. "Standards" means the City of Kenmore 2016 Road Standards.

B. "Engineer" means the City of Kenmore Public Works Director, having authorities specified in RCW 36.75.050 and Chapter 36.80 RCW, or his/her authorized representatives. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.020).]

C. "City Manager" means the City of Kenmore City Manager or his/her designee(s)

D. Additional terms are defined in Section 1.01 of the Standards.

12.50.030

Applicability.

A. The Standards shall apply to all newly constructed street and right-of-way facilities, both public and private, within the City of Kenmore.

B. The Standards apply to modifications of roadway features or existing facilities, roadway widening, pedestrian facility improvements or alterations, bicycle facility improvements or alterations, road improvements for land developments, and capital improvement projects.

C. The Standards shall apply to every new placement and every planned, non-emergency replacement or repair of existing utility poles and other utility structures within the City right-of-way. Every effort shall be made to meet the Standards during emergency replacement of existing utility poles and other structures.

D. Design detail, construction workmanship, and materials shall be in accordance with the Standards and the latest edition of the companion documents reference in Section 1.02 of the Standards. Design and construction shall meet the applicable standards, policies, and codes, including the Standards, Kenmore Municipal Code (KMC), City comprehensive or master plans, as well as project specific City approved geotechnical reports, traffic impact studies, and/or drainage reports, as determined by the City Manager.

12.50.040

Developments.

Any land development which is required by operation of any City ordinance or adopted standard to improve streets within, abutting, or serving the development shall do so in accordance with these standards. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.040).]

12.50.050

References.

The standards implement and are intended to be consistent with the references listed in Section 1.02 of the Standards

12.50.060

Variances.

A. A variance is required for any design or construction deviation from the Standards and shall be a Type 1 decision per KMC 19.25.

B. A variance from these Standards may be granted upon evidence that the variance is in the public interest and that the requirements for safety, function, fire protection, transit needs, appearance and maintainability are fully met. The need for a variance is not assumed by the City to be evidence of an impractical or undesirable design, and variances that meet these requirements are encouraged to keep the City at the forefront of innovative design and construction.

C. Variance requests for subdivisions shall be proposed at preliminary plat stage and prior to any public hearing. All known variances requests must be reviewed by the City prior to approval of the engineering plans for construction. Variances from these Standards which do not meet the International Fire Code will require concurrence by the City's Fire Marshal.

D. Applications for Road Variances:

1. Applications for proposed variances shall be written, including graphics and drawings as needed to support the request, and shall include a specific description of the proposed alternative along with supporting documentation. Documentation may include, but is not limited to, a record of successful use by other agencies, or evidence of meeting criteria for quality/safety such as AASHTO and WSDOT standards.
2. The applicant shall indicate those sections of the Standards or KMC which are proposed for deviation.
3. Variance requests shall be on forms prescribed by the City and shall be accompanied by the variance review fee as specified in the adopted City of Kenmore fee schedule.

E. Variances to these standards may also be granted by the City Council through a Development Agreement per KMC 18.110.

F.Capital improvement projects performed by the City of Kenmore or their representatives need not file for a formal variance request provided that all deviations from these

Standards are documented during design.

12.50.070

Appeals from decisions on variances.

The department of Public Works by public rule shall establish procedures governing the administrative appeal of the Engineer's decision on a request for variance made in accordance with KMC 12.50.060. The department's decision on such appeals shall be final. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.062).]

12.50.150

Interpretation.

The City Manager is authorized to interpret the Standards, provide guidelines for their implementation, promulgate rules, and to resolve conflicts or inconsistencies that may arise in their interpretation or application. [Ord. 00-0096 § 8.]

12.50.160

Penalties.

Failure to comply with the Standards may result in denial of plan or development permit approval, revocation of prior approvals, legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.070).]

12.50.170

Severability.

If any part of these standards as established by ordinance shall be found invalid, all other parts shall remain in effect. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.080).]

10/13/2015 DRAFT Version

2016

[CITY OF KENMORE 2016 ROAD STANDARDS]

10/13/2015 DRAFT Version

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Introduction

The City of Kenmore strives to create a safe and efficient network of multi-modal transportation throughout the City which serves the needs of its citizens utilizing multiple forms of travel. The City seeks to balance the needs of pedestrians, bicyclists, mass transit users, freight vehicles, emergency services, and drivers of personal vehicles to create a vibrant and mobile community. The City must be conscious of long term maintenance needs and pair future development serving the need of our citizens with a sustainable maintenance program for public improvements. The City seeks to develop in a manner which provides comfort and aesthetic value to our community. The standards provided in the following document, along with the companion documents listed within these standards, are intended to ensure that future improvements are planned, designed, and constructed in a manner which best meets these City goals and best serves the needs of our citizens.

In addition, these City of Kenmore Road Standards, hereafter known as the Standards, are intended to support the City of Kenmore's goals for providing adequate facilities for development in an efficient manner, complying with storm water management regulations, and preserving environmental and cultural resources while balancing these goals with the general safety and mobility needs of the traveling public.

The City's permitting and licensing activities require the adoption of specific identifiable standards to guide private individuals and entities in the administrative process of procuring the necessary City approval. The City recognizes the need to retain the flexibility to carry out its general duty to provide facilities, streets, roads, and highways for the diverse and changing needs of the traveling public. These Standards are not intended to represent the legal standard by which the City's duty to the traveling public is to be measured, but a standard of design which is flexible to context-sensitive solutions where reasonable and expected care for the safety of the traveling public can be provided.

These Standards cannot provide for all situations. They are intended to assist, but not to substitute for, competent work by design professionals. It is expected that land surveyors, engineers, architects, and contractors will bring to each project the best of skills from their respective area of expertise. These Standards are not intended to limit unreasonably any innovative or creative design efforts or the design of lower impact development alternatives that could result in an equivalent or improved level of safety, , mobility, quality, and maintainability. Environmental constraints may require more intense or rigorous design parameters than would be otherwise required. However, any proposed departure from the Standards will be judged on the likelihood that such variance will produce a compensating or comparable result, in every way safe and adequate for the public.

Section 1: Standards

1.01 Definitions, Acronyms, and Abbreviations

The definitions of term within the Standards shall generally be the same as those listed in the Kenmore Municipal Code except as noted below. Definitions of terms within companion documents shall be as defined within the specific documents being referenced.

A. **AASHTO** - American Association of State Highway and Transportation Officials

B. **ADA** – Americans with Disabilities Act

C. **ADA Standards** – For improvements within the right-of-way, the *Proposed Guidelines for Pedestrian Facilities in the Right-of-Way* (2011 PROWAG) published July 26, 2011by the United States Access Board shall be the standards applied to all new construction or alterations.

D. **Amenity Zone** – strip of landscaped area between the back of curb and sidewalk which provides a buffer between pedestrians and vehicles and allows room for roadside features to be installed without obstructing pedestrian pathways. In downtown or urban settings, it can be the paved area between the back of curb and the ADA compliant pedestrian route.

E. **Applicant** – Shall be any person who files an application for a permit from the City of Kenmore and who is either the owner of the land on which that proposed activity would be located, a contract purchaser, or the authorized agent of such a person and shall include any such person who performs work which requires, or required, a permit from the City of Kenmore regardless of whether the permit was actually filed.

F. **City Manager** – Shall mean the City of Kenmore City Manager or his/her designee(s)

G. **Contractor** – For all non-City work, shall be interchangeable with 'applicant' within these Standards. For City work, the contractor shall be the person or entity contracted directly with the City for construction of improvements, or their designee.

H. **Developer** – Shall be interchangeable with 'applicant' within these Standards.

I. **Development** – Means any activity upon the land consisting of construction or alteration of structures, earth movement, dredging, dumping, grading, filling, mining, removal of any sand, gravel, or minerals, driving of piles, drilling operations, bulkheading, clearing of vegetation, or other land disturbance. Development includes the storage or use of equipment or materials inconsistent with the existing use. Development also includes approvals issued by the City that bind land to specific patterns of use, including, but not limited to, subdivisions, short subdivisions, zone changes, conditional use permits, and binding site plans. Development does not include the following activities: 1) Interior building improvements; 2) exterior structure maintenance activities (including painting and roofing); 3) Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning and weeding; or 4) maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning), wells, individual utility service connections on private property, and individual cemetery plots in established and approved cemeteries.

J. **DOE** – Washington State Department of Ecology

K. **FHWA** – United States Department of Transportation Federal Highway Administration

L. **Groundwater** – Any flow which moves laterally beneath the visible surface of an area and which may or may not eventually spring to the surface to create a new source of surface water.

M. **Inspector –** Unless otherwise noted, shall be the City of Kenmore staff or designee(s) assigned to observe construction and authorized to as noted in Section 4 to approve and/or reject work under these Standards.

N. **KCSWDM** – King County Surface Water Design Manual as adopted by KMC 13.35

O. **KCRS** – King County Road Design and Construction Standards

P. **KMC** – Kenmore Municipal Code

Q. **MUTCD** - Manual on Uniform Traffic Control Devices

R. **NACTO** - National Association of City Transportation Officials

S. **RCW** – Revised Code of Washington

T. **Sharrow** – A painted marking within a vehicle travel way which indicates that cyclists may use the full lane; typically depicted by a bicycle and two chevrons or arrows pointing in the direction of travel.

U. **Sidewalk** – Shall mean a formal concrete pedestrian path which is elevated above, or separated from the vehicle travel way, except where otherwise noted.

V. **Standards** – Shall mean the requirements listed in this document or within the companion documents listed below, or any portion thereof.

W. **Surface water** – Shall mean water flowing on the surface of any area as a direct result of rainfall on or adjacent to the area; for the sake of these standards, ground water shall not be considered as surface water.

X. **Undeveloped property or undeveloped parcel** - Shall be any parcel which has not been subdivided to the maximum potential per the minimum lots size permitted in KMC or which is zoned to permit a commercial or multi-family structure which has not been constructed.

Y. **WAC** – Washington Administrative Code

Z. **Walkway** – Shall mean any surface, path, or route which is regularly used by pedestrians; walkways may include sidewalks, paved and un-paved trails, worn foot trails, boardwalks, and shoulders. Existing walkways may include facilities in which the vehicles and pedestrians utilize the same travel way.

AA. **WDFW** – Washington State Department of Fish & Wildlife

BB. **WSDOT** – Washington State Department of Transportation

1.02 Companion Documents

These standards reference additional industry documents for specific details, materials, and construction guidance and may be utilized when standards of other design criteria are not specifically addressed in this document. The following documents shall be incorporated by reference; future updates to the referenced documents shall be incorporated into these standards upon the effective date of said documents without need for further action. Where updates to referenced information causes the references to become obsolete, or no longer reference the intended information, the City Manager shall be authorize to interpret the intent of the reference. The City Manger shall provide specific interpretation guidance in writing and may determine that additional revisions to the Standards are needed.

A. Transportation Design Standards

1. *King County Road Design and Construction Standards* (herein referred to as KCRS), King County Department of Transportation, current edition
2. *A Policy on Geometric Design of Highways and Streets* (herein reference as AASHTO), AASHTO, current edition
3. *WSDOT Design Manual*, WSDOT, current edition
4. *Proposed Guidelines for Pedestrian Facilities in the Right-of-Way* (herein reference as *ADA standards* or PROWAG), United States Access Board, July 26, 2011

5. *Urban Street Design Guide*, National Association of City Transportation Officials (NACTO), current edition

B. Surface Water Design Standards
   1. *King County Surface Water Design Manual* (here in reference as KCSWDM), King County Department of Natural Resources, current edition; as adopted per KMC 13.35.
   2. *Stormwater Management Manual for Western Washington*, Department of Ecology, current edition
   3. Highway Runoff Manual, M31-16.01, WSDOT, current edition
   4. *Low Impact Development Technical Guidance Manual for Puget Sound*, Puget Sound Partnership, current edition

C. Traffic Control Design Standards:
   1. *Manual on Uniform Traffic Control Devices* (herein reference as MUTCD), Federal Highway Administration, current edition

D. Construction Specifications:
   1. *King County Road Design and Construction Standards* (herein referred to as KCRS), King County Department of Transportation, current version
   2. *WSDOT Standard Plans*, WSDOT, current edition
   3. *WSDOT Standard Specifications for Road, Bridge, and Municipal Construction* (herein referred to as 'WSDOT Specs' or 'WSDOT specifications'), WSDOT, current edition
   4. *King County Regulations for Accommodations of Utilities on County Road Rights-of-way*; King County Road Services, current edition

1.03 Variances

Variances from these standards may be granted per the procedures outlined in KMC 12.50.

1.04 Applicability

These standards shall be applicable to all development, new construction, and alterations as outlined in KMC 12.50 and Section 1.06.

1.05 Authority and Duty of Inspectors

The City Manager may designate inspectors to inspect all materials used and all work performed. Such inspection may extend to any or all parts of the work and to the preparation and/or manufacture of the materials to be used. All roadway and drainage infrastructures must be inspected. Paving operation shall not commence until density tests confirm that the compaction is in accordance with the specifications.

A. The inspector will not be authorized to revise, alter, or relax the provisions of these Standards unless otherwise authorized by the City Manager.
B. The inspector has the authority to reject defective material and suspend work that is being done improperly.
C. The inspector may advise the applicant or contractor of any faulty work or materials; however, failure of the inspector to advise the applicant or contractor does not constitute acceptance or approval.

D. The inspector has the authority to require revisions to approved engineering plans when necessary due to conflicting field conditions.

E. Unless otherwise addressed in a contract directly between the contractor and the City of Kenmore, the City accepts no responsibility for costs, delays, or loss of profits incurred by the developer, contractor, or any of their representatives, as a result improper work, improper materials, conflicting field conditions, or any direction provided by the City inspector which is consistent with these Standards. It shall be the responsibility of the contractor to verify all field conditions and all information provided, including information provided by the City, prior to beginning construction.

1.06 Responsibility to Provide Roadway and Walkway Improvements

A. Any development, which will impact the way in which vehicles, transit, pedestrians, or bicyclists move on, through, or between public roadways shall improve those roads in accordance with these Standards. Off-site roadway improvements shall be based on an assessment of the impacts of the proposed land development by the City Manager.

B. Any development abutting and impacting existing roads, including but not limited to new single family homes, subdivisions, and commercial or multi-family projects, shall improve the frontage of those roads in accordance with these Standards.

1. Only the following types of development projects are exempt from providing frontage improvements:
   - i. Alterations or additions to an existing single family home.
   - ii. Single family projects which reconstruct a previously existing single family home that was demolished within 12 months of the date of filing for the new building permit.
   - iii. Alteration projects on existing commercial structures which do not expand or change the use on site.
2. On flag lots or panhandle lots, which utilize a narrow access stem to develop behind another parcel adjacent to the roadway, the project frontage shall be the segment of roadway equal to the widest portion of the parcel. The full project frontage shall be improved unless otherwise approved by the City Manager. Where the required improvements cannot be installed due to limited or restricted right-of-way along adjacent properties, the applicant shall pay fee in lieu of providing the frontage improvement consistent with Section 1.07.
3. In the case of corner lots, frontage improvements are required on both street frontages.
4. In the case that a project has two non-adjoining frontages, frontage improvements are required on any frontage which will provide access to a new lot or structure or for which a change in traffic patterns, including pedestrian and bicycle traffic, can be reasonably expected.

C. Any development that contains internal roads, or requires the construction of new roadways to provide access to the proposed lots, structures, or services areas shall construct or improve those roadways in accordance with these Standards.

D. Subdivisions, short subdivisions, binding site plans or any other land development project which is subject to recording shall not be recorded until there is a recorded continuous public access to the development site, or an access that is covered by a financial guarantee.

E. All new and reconstructed streets shall provide applicable pedestrian and bicycle improvements that meet the Standards, unless otherwise approved by the City Manager.

F. Any location where a public roadway is provided on a parcel which abuts a public frontage on one side and undeveloped parcel on the other may be required to provide additional right-of-way dedication to the property line to allow for future road extensions or connections.

G. Any location where a public roadway is provided on a parcel which abuts an undeveloped parcel, but where vehicle connections cannot be provided or are not required, shall provide and construct a minimum 5 foot walkway within a minimum 10 foot right-of-way through the narrowest portion of property remaining between the edge of the proposed roadway and the adjacent parcel. The public right-of-way shall be clearly distinguished and separated from adjacent private property with fencing, edge treatment, or planting as determined by the City.

H. Additional walkways may be required where alternative pedestrian paths can provide pedestrian connections between roadways which are:

1. Shorter distance or more favorable terrain than sidewalk along an existing or proposed roadway, or
2. Where pedestrian facilities do not exist along the existing roadway, or
3. Where existing pedestrian routes exist but a formal walkway is not provided, including identified safe routes to school.

1.07 Fee in Lieu Option

Applicants of developments which require frontage improvements per Section 1.06 may request to pay a voluntary fee in lieu of providing frontage improvements, or any portions of those improvements, to be granted at the discretion of the City Manager. By requesting the voluntary fee option, the applicant agrees that the City Sidewalk Program is an acceptable use of the fee paid. The cost of the fee shall be based on the length of the project frontage and the cost estimates used by the City in the most recent update to the City Sidewalk Program unless otherwise approved by the City Manager. If an alternative cost is approved it must account for the cost of all expected infrastructure required to construct the roadway to these Standards, including storm drainage, grading, and utility relocations, etc. The City reserves the right to deny any request where the physical improvements would be of greater public value than the voluntary fee, as determined by the City Manager.

1.08 Cultural Resources

All impacts to any significant cultural resources shall be avoided to the maximum extent feasible.

For projects sites which are, or contain, an archaeological or cultural recourse as defined in RCW 27.53, shall follow the rules and procedures prescribed by the state and shall obtain a permit as required per RCW 27.53.060. All work on the site shall be suspended until evidence of the state permit is provided to the City or until alternative direction is provide in writing to the City from the proper state agency.

1.09 Engineering Plans, Final Corrected Plans, and Final Plat Plans

A. Engineering Plans: Engineering plans for private development proposals shall be prepared and submitted to the City. The engineering plans shall be prepared by a professional engineer licensed in the state of Washington and must be signed and stamped by the responsible professional engineer prior to final acceptance by the City, unless otherwise approved by the City Manager. The engineering plans shall generally comply with Chapter 2 of KCSWDM, including minimum plan size,

minimum scale, vertical and horizontal datum, and general content. The City may require supplemental plan elements in addition to those listed in KCSWDM.

B. Waiver of Plan Requirements: Subject to review, the City Manager may waive plan requirements, wholly or in part, based on the following criteria:
   1. No more than 2,000 square feet will be cleared and graded; and
   2. The work will not intercept a stream, wetland, or sensitive area buffer, or otherwise impact sensitive areas and natural surface drainage as set forth in Kenmore Municipal Code Title 18; and
   3. Plans do not include a retention/detention facility; and
   4. Kenmore standard drawings, submitted with required permits, are sufficient to describe the improvement to be constructed.

C. Record Plans/Final Corrected Plans:
   1. Final corrected plans, or as-built drawings, for archiving shall be required prior to final construction approval for all projects which include improvements within the public right-of-way or improvements that will be maintained or routinely inspected by the City.
   2. Final corrected plans shall include as-built information for all improvements within the public right-of-way or improvements that will be maintained by the City and shall be of similar detail as the original design plans.
   3. Final corrected plans shall measure and document all elevations, slopes, and dimensions associated with new curb ramps or ADA facilities. Any portion of the ramps or facilities which does not meet ADA requirements shall be removed and replaced with a compliant feature unless justified in Maximum Extent Feasible (MEF) documentation provided by the applicant. The MEF documentation must be stamped and approved by a license engineer and must be approved by the City's ADA Coordinator and City Engineer.
   4. Final corrected plans shall be reviewed and approved by the City prior final submittal. Review sets may be submitted electronically or in bond (paper) format.
   5. Final submittal of the final corrected plans shall include electronic copies of all plans sheets and the approved TIR as well as select plan sheets in mylar (4 mil. polyester drafting film) format unless otherwise approved by the city Manager.

D. Maintenance Plans: Engineering plans shall be reviewed to ensure that all road elements proposed for public maintenance will be maintained by the City. Maintenance plans may be required for specialized features.
   1. For purposes of public maintenance, a maximum reach of 16 feet by a backhoe type bucket shall be assumed.
   2. For the purposes of public maintenance, a maximum boom reach of 18 feet, measured horizontally from the nearest edge of the access road, for a hydraulic vactor truck shall be assumed.

1.10 Errors and Omissions

At the discretion of the City Manager, any errors or omissions in the approved plans or information used as a basis for such approvals may constitute grounds for withdrawal of the approvals and/or stoppage of any or all permitted work. It shall be the responsibility of the applicant, developer, or contractor to show cause for why

such work should continue, and make such changes in plans that may be required by the City Manager before the plans are re-approved.

It is the responsibility of the applicant to verify property and right-of-way lines prior to and during construction. Under no circumstances is the City responsible for verification of property lines. Approval of installed improvements does not guarantee that the improvements are installed on the property permitted and does not relieve the applicant of the civil duty or responsibility to correct such errors after becoming aware of the inconstancy.

1.11 Penalties and Financial Guarantees

Failure to comply with these Standards will be cause for denial of permit approval, revocation of prior approvals, withholding and reductions of financial guarantees, withholding final inspection approval, withholding occupancy certificates (temporary and permanent), legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law.

A. PERFORMANCE/RESTORATION FINANCIAL GUARANTEES: Any construction work on City right-of-way (both maintained and unmaintained) which is not performed by the City of Kenmore shall be guaranteed by a restoration financial guarantee unless otherwise approved by the City Manager or waived per KMC Title 21.15.060. The City Manager shall determine the amount and form of the financial guarantee. The minimum restoration and/or performance guarantee shall be $2,000.00.

B. MAINTENANCE/DEFECT GUARANTEES: The successful performance of the right-of-way improvements or related drainage facilities shall be guaranteed for a period of at least two years from the date of the Construction Approval, unless otherwise determined by the City Manager or as directed in Kenmore Municipal Code. The City Manager shall determine the amount and form of the maintenance financial guarantee. The minimum maintenance guarantee shall be $2,000.00.

1.12 Changes to this Manual

The City Manager may incorporate changes to these Standards as they become necessary and may determine the severity of any future proposed revisions. Minor changes to these standards, or revisions to references of updated companion documents, may be incorporated without formal approval.

Section 2: General Requirements

This chapter provides general requirements related to transportation improvements

2.01 Low Impact Development

Low Impact Development (LID) features are encouraged and should be used whenever feasible in street and frontage improvements and as directed in Kenmore Municipal Code (KMC). Where these standards present barriers to the use of LID techniques or best management practices (BMPs) a variance to these Standards shall be considered, provided that the variance does not violate other sections of KMC and is adequately designed for safety, functionality, and maintenance concerns.

2.02 Maintenance

The City will not accept any improvements for maintenance until the improvements have been approved by the City inspector and all performance agreements associate with the improvements have been released by the City. Until the City has accepted the improvements for maintenance, the project applicant shall be responsible for the condition, function, safety, security, and general maintenance of all roadways or improvements.

A. Only improvements within the right-of-way, or expressly assigned to the City in a recorded document on file with the King County Recorder's Office, will be accepted for City maintenance.
B. Easements or documents recorded which dedicate maintenance reasonability to the City without written evidence of City approval or acceptance shall be null and shall not be interpreted to assign maintenance responsibility to the City of Kenmore.
C. Easements not expressly dedicated to the City are to be interpreted as private easements which do not assign a maintenance responsibility to the city of Kenmore.
D. Easements which grant the City of Kenmore the right of entry for the purposes of inspection shall be interpreted to assign the right of inspection, but not necessarily the responsibility to inspect the improvements within said easement. The City is not responsible for any costs which are associated with the improvements within these types of easements, including cost associated with inadequate maintenance.

2.03 Connectivity

A. In order to provide connectivity, proposed street layouts shall continue streets to adjacent properties when the adjacent property is an undeveloped parcel or has reasonable chance of re-development in future. This requirement may include additional right-of-way dedication beyond constructed street limits in order to provide for future roadway connections.
B. To the maximum extent feasible, connections shall be located at the anticipated or logical location which maximizes the development potential of the adjacent parcel.
C. Pedestrian walkways shall be required to connect roadways where construction of full roadway improvements is not feasible to provide connectivity for vehicles; pedestrian walkways shall be provided to create the shortest route between development and existing walkways, independent of roadway improvements.

2.04 Traffic Impact Analyses

A traffic impact analysis, when required per KMC 17.20.070, shall be completed in accordance with the administrative policies and guidelines determined by City Manager. Currently, the guidelines can be found on City of Kenmore Form #314 *Traffic Impact Analyses Guidelines*.

2.05 Frontage Improvements

Frontage improvements are required per Section 1.06 and may be required in other situations where service level, safety, or operational efficiency of the roads serving a site will be affected.

A. Frontage improvements shall require bringing half of the frontage road to the full standards for the roadway classification per Section 6 of these Standards. Existing frontage improvements, where existing, shall be upgraded to current safety and design standards.

B. Standard frontage improvements consist of road widening, right-of-way dedication, new curb & gutter, new sidewalk, new amenity zone and/or landscaping, drainage improvements as needed, street lighting per Section 8.11, relocation of conflicting utilities as needed, and 2-inch half-width grind and overlay along the entire project frontage.

   1. Additional improvements, including transit bus shelters, bus pullouts, utility undergrounding, street lighting, signage, and channelization, may be required to ensure safe movement of traffic, including pedestrians, bicycles, transit, and non-motorized vehicles.
   2. Additional improvements may be required along SR-522 or in the downtown areas as directed in Section 2.06.

C. Any project which utilizes a zero-foot or modified setback, as permitted by KMC, and places a building too near to the right-of-way line to maintain overhead service without impacting the required walkway or required clear zone shall be required to underground utilities along the entire project frontage.

   1. Additionally, utility undergrounding may be required along SR-522 or in the downtown areas as directed in Section 2.06.

D. Acknowledging that the City is a built environment and that requirement have changed over time, design and installation of new or replaced frontage improvements may be adjusted during design or installation, with approval from the City Manager, to meet the existing conditions. Approval may require a formal deviation through the variance process, as determined by the City Manager.

2.06 Downtown Frontage Improvements

Developments along frontages, or which take access from, frontages identified in Figure 2.1 shall provide additional improvements as outlined below.

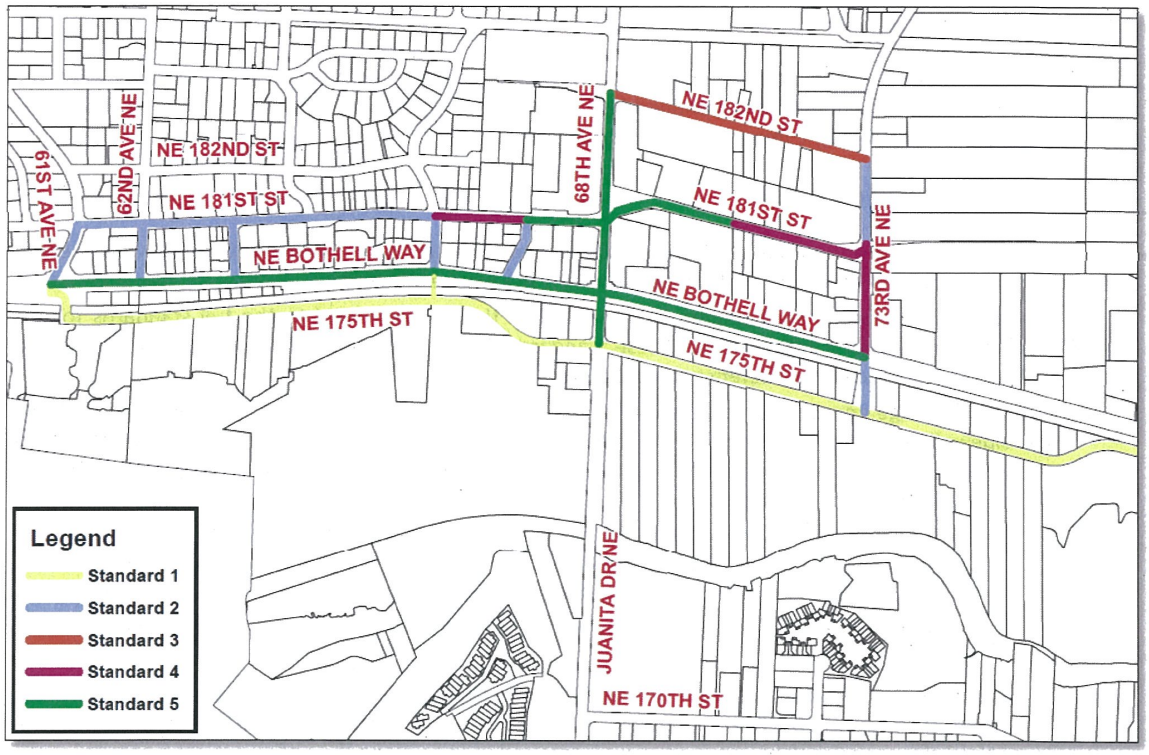

Figure 2.1: Downtown Improvements Map

A. **Standard 1** – Shall provide sidewalk and lighting improvements consistent with KMC 18.52.100. Exact details for the special pavements types, architectural features, and lighting styles shall be determined during project design and shall require submitting samples, cut sheets, or shop drawings to the City for approval prior to installation. Projects within this area may be required to match improvement details of other nearby project as developments establish throughout this area.

B. **Standard 2** – Shall provide:

1. Minimum 8' wide sidewalk with 2'x2' scoring pattern as follows:
   - i. Lightly brushed in a transverse direction (perpendicular to roadway) with a soft brush and then a 2 foot by 2 foot grid pattern shall be saw cut into the top of the concrete surface.
   - ii. Sawcuts shall be between ¼-inch and 3/8-inch deep
   - iii. Sawcut lines shall run perpendicular and parallel to the curb line and shall intersect at 90° angles.
   - iv. Around curves and curb returns, the lines shall be adjusted to be radial so they continue to run perpendicular and parallel to the back of curb
2. Street trees, with irrigation, place at the back of curb at 40 foot centers.
   - i. 40 foot spacing may be varied from slightly to account for proper site distance, utility placement, or other potential site conflicts, as approved by the City.

ii. Landscape areas provided for street tree shall not exceed 4 feet in width and shall always maintain a minimum of 4 feet sidewalk clearance.

iii. Irrigation lines shall be provided to each tree well; applicant shall coordinate meter placement & configuration with the water district and City Public Works Department.

iv. Tree grates may be optionally provided for these areas upon approval by the City Manager.

3. Specialized street lighting as follows:
   i. Head Type(Model Number): Lithonia Aeris Decorative Roadway Led Luminaire (AS1 LED 1 63B30/40K SR 3 240 SPA DF DDBXD)
   ii. Arm Type (Model Number): Lithonia Aeris Decorative Curved Arm (DCASDDBXDU)
   iii. Arm length: 2 feet
   iv. Mounting Height: 35 feet (40 feet along SR-522
4. Specialized pedestrian lighting as follows:
   i. Head Type(Model Number): Selux Quadro H2 Led Decorative Pedestrian Luminaire (QH2L-R5-1-4LT500-30-BZ-208)
   ii. Mount Height: 14 feet
5. All poles, light heads, arms, brackets, and mounts shall be powder coated as noted below; poles colored by traditional wet-paint methods will not be accepted.
   i. Color (All): Bronze Pearlescent (TO25-BR01)
6. Undergrounding of all existing overhead utilities along the project frontage.
   i. Note: All new utility extensions are required to be undergrounded per KMC 13.50.010.

C. **Standard 3** –Shall provide all items identified in Standard 2 except that the project is not required to underground existing overhead utilities. Projects in this area must provide conduit for future undergrounding, but do not have to remove the existing utility lines or pull wire through the conduit at this time, provided that the building location does not require undergrounding per Section 2.05.C. The project engineer shall review and coordinate the required number and size of conduits needed meet the needs of the existing utility providers.

D. **Standard 4** – Shall include all items identified in Standard 2, plus:
   1. All street lights (Section 2.06.B.3) shall include set of banner brackets to allow for the hanging of City sponsored banners.
      i. Bracket types and details shall be approved by the City Manager prior to installation and shall be colored to match the light pole.
      ii. Brackets shall be installed on side of the pole nearest to the roadway, perpendicular to the direction of travel.
   2. Pervious areas for street trees (Section 2.06.B.2) shall include above-ground electrical receptacles, supplied with power.
      i. Future power costs for the electrical receptacle shall be transferred to the City upon City approval.

E. **Standard 5** - Shall include all items identified in Standard 4, plus:
   1. All pedestrian lights (Section 2.06.B.4) shall include a set of two mounts for hanging flower baskets.
      i. The mounts shall be aligned parallel to the roadway on opposite sides of the pole.
      ii. Irrigation must be provided to each mount arm.

iii. Mount types and details shall be approved by the City Manager prior to installation and shall be colored to match the light pole.

2.07 Dedication of Right-of-Way

A. The City may require right-of-way dedication to incorporate necessary transportation and frontage improvements.

B. Right-of-way dedication width shall be consistent with Section 6 except where additional right-of-way widths have been proposed for projects on the City's Transportation Improvement Program, the Capital Improvement Program, or the Transportation Element of the Comprehensive Plan.

C. Right-of-way dedication, when required, shall occur at the time of recording for subdivisions, or prior to issuing the certificate of occupancy on other project types.

2.08 Pavement Cut Moratorium

A. No pavements cuts will be permitted on any arterial or any street which has been constructed, re-constructed, overlaid, or resurfaced within the past 5-year, except as noted below. All reasonable effort shall be made to utilize trenchless technology for utility installations before an exception is granted. Unless otherwise approved by the City Manager, pavement cut may only be approved if one of the following is true:

1. The cut is part of an approved project which includes frontage improvements requiring a full-width 2-inch grind and overlay and the cuts are within the limits of the proposed overlay.
2. The cut is allowed through a current franchise agreement as described in the agreement language; where the franchise agreement is silent on restoration requirements, such a cut would require a 2-inch full-width grind and overlay within 20 feet of either side of the trench cut.
3. The cut is for an emergency situation, provided that a 2-inch full-width grind and overlay is provided within 20 feet of either side of the trench cut after the emergency work is completed.
4. A variance from these standards is approved and a 2-inch full-width grind and overlay is provided within 20 feet of either side of the trench cut.

Section 3: Street Classification

3.01 Public Roads

City streets are classified functionally in the *Transportation Element* of the City's Comprehensive Plan. Function is the controlling element for classification and shall govern right-of-way, street width, and street geometrics. Functional classification establishes the hierarchy of streets and highways necessary for a complete transportation system that serves all types of travel needs. Each street has a specified function that produces a comprehensive network for travel and access throughout an area when combined with the rest of the system. The *Transportation Element* of the City's Comprehensive Plan is available on the City's website and a copy is available for viewing at City Hall (18120 68th Ave NE) upon request.

Public roadways shall be constructed to the applicable standards of Section 6 for the corresponding roadway classification.

Public roadways and all constructed improvements or modifications shall remain under the responsibility of the applicant until such time that the City accepts the roadway in writing in accordance with Section 2.02.

3.02 Private Roads

A. Private streets may be appropriate for some streets which have a limited number of lots..

B. Private streets on residential projects may be approved only when they are:

   1. Classified as an local access street, alley, private access tract, or joint-use driveway and built to the Standards, as set forth in Section 5: Private Streets, Driveway, and Parking Design and Section 6: Street Design, as appropriate, and
   2. Permanently established by right-of-way, tract, or easement providing legal access to each affected lot, dwelling unit, or business of sufficient width to accommodate required improvements. Language on the recorded documents establishing the access permissions shall include provision for future use by adjacent property owners when applicable, and
   3. Accessible at all times for emergency and public service vehicle use, and
   4. Outside the limit of any planned future public roadways in the present or future street plan per the Kenmore Comprehensive Plan, Transportation Improvement Plan, or Capital Improvement Program, and
   5. Not going to result in land locking of parcels, and
   6. Designed to serve a maximum potential number of dwelling units that can possibly be served by the road when physical barriers, zoning or other legal constraints are considered; and
   7. Maintained by a capable and legally responsible owner or homeowners' association, or other legal entity made up of the benefited property owners, which is clearly assigned on the recorded document granting access permissions; and
   8. Clearly described on the face of the plat, short plat, binding site plan, or other document recorded on the title of all affected properties, and
   9. Clearly signed at the street location as a private street.

C. The City will not accept private streets for maintenance as public streets until such streets are brought into conformance with current Kenmore Municipal Code and these Standards and must be approved by the City Manager.

D. The City will not accept private streets for public roadways if the infrastructure is aged, worn, damage,

or failing. Such improvements shall be repaired and reconstructed per these Standards prior to City acceptance.

E. The City will not accept private streets within short plats when the roads providing access to the plat are private and already have the potential to serve more than the number of lots specified in Section 5.03 or Section 6.

E. If a short plat has been proposed on a property to which the only access is over private streets that fail to meet the standards specified in this section, the short plat may be denied, or be required to improve the private street to these Standards based on a determination of its impact by the City Manager.

F. All commercial access roads and internal roads on commercial or multi-family sites shall be privately maintained unless otherwise approved by the City Manager.

3.03 Alternative Road Designs

The City of Kenmore seeks to promote and encourage the design of roads using the best available sciences and practices. These Standards are intended as general guidelines meant to be applied to a wide range of project types. Where specific projects can be better served by alternative road design elements such as shared spaces, living streets (Woonerf concept), cycle tracks, green alleys, parklets, and curb extensions, the applicant and City staff shall coordinate the alternative design elements and promote the use of such design in a manner that adequately address the safety concern of the City. Some basic guidelines for alternative design types have been provided in Section 6, but do not provide all of the details needed for full construction and implementation of such designs; the project engineer must provide a unique design for such roadway types. Generally, alternative roadway designs shall be privately maintained unless otherwise approved by the City Manager.

Section 4: Construction Control and Inspection

4.01 Basis for Control of the Work

A. Work performed in the construction or improvement of public or private roads shall be done in accordance with these Standards and approved plans. No work may be started until such plans are approved and a pre-construction meeting is held with the City. Any revision to the approved plans shall be approved by the City before being implemented.

B. The City Manager is authorized to enforce the Standards as well as other referenced or pertinent specifications or guidelines. He/she will appoint staff as necessary to inspect the work.

C. Provisions of Section 1-05 of the WSDOT/APWA Standard Specifications shall apply, with the term "Engineer" therein construed to be the City Manager as defined in Section 1.01.

4.02 Inspection

A. Generally, control and inspection will be done by the City on all privately developed infrastructure, road, and drainage facility construction proposed or in progress by a private developer. The City also performs the maintenance/defect inspections. The City Manager must approve any variances from the Standards during construction.

B. The applicant is responsible for quality control of construction and the assurance of meeting the standards. City inspectors monitor these activities with enforcement authority when requirements are not met. All work conducted on electrical and communications systems shall be inspected by the Washington State Department of Labor and Industries, unless and until these services are offered by the City.

C. All materials provided by the applicant shall be subject to inspection and approval by the City Inspector at any time during the progress of work until final acceptance. The applicant's construction schedule shall include sufficient time for materials testing and any required verification by the City Inspector.

D. The City Inspector has the authority to reject defective material and suspend work that does not meet standards. The City Inspector may advise the applicant or contractor of any faulty work or materials; however, failure of the City Inspector to advise the applicant or contractor does not constitute acceptance or approval. At the City Inspector's order, the applicant/contractor shall immediately remedy, remove, replace, or dispose of unauthorized or defective work or materials and bear all the costs of doing so.

E. All roadway and drainage infrastructures must be inspected, and approved prior to any final closure of any approved permits for the improvements.

F. Prior to any critical task being started, the applicant must coordinate with the City inspector. At a minimum, the following critical tasks require advance notification:

   1. Preconstruction Conference: Three working days prior notice. Conference must precede the beginning of construction and include the applicant, general contractor, and other applicable participants. Plan approvals, permits, liability insurance coverage, and financial agreements / guarantees must be in hand prior to the conference.
   2. Clearing and Temporary Erosion/Sedimentation Control: One working day notice prior to initial site work involving drainage and installation of temporary erosion/sediment control.
   3. Curb and Sidewalk Placement: One working day notice to verify proper forming and preparation prior to placing concrete.

4. Structural Inspection for Concrete Walls/Vaults: Per *Special Inspection Sheet* and guidance of City staff
5. Substantial Completion Inspection: 3 working days prior to overall check of road or drainage
6. Final Inspection: 3 working days prior to overall check of entire project
7. Final Maintenance Inspection: 3 working days prior requested inspection date, anytime after expiration of the maintenance and defect period. It is the applicant's responsibility to request final maintenance inspection; the applicant's responsibilities under the terms of the maintenance and defect agreement shall not end until the improvements are formally accepted in writing by the City of Kenmore.

4.03 Substantial Construction Approval

The following section shall be applicable to subdivision projects, site development permits (engineering and grading permits), and commercial building permits.

A. It shall be the practice of the City of Kenmore to require a minimum level of constructed improvements prior to recording plat documents or issuing a certificate of occupancy and all projects shall obtain substantial completion approval prior to recording final documents.

B. Substantial completion shall require verification that the following items have been addressed; approvals from agencies other than the City of Kenmore must be provided in writing to the City inspector:

1. Access provided to all lots within a plat, or to all buildings seeking occupancy.
   i. For standard asphalt pavements, access is interpreted as a minimum of a first lift of asphalt or asphalt treated base (ATB).
   ii. For concretes and pervious pavements on internal driveways and private roadways, a compacted gravel surface is acceptable for access; paved surfaces must still be provided within the right-of-way.
2. Adequate parking provided for the proposed uses of buildings to be occupied.
3. Required ADA facilities (curb ramps, etc), meeting the latest ADA standards, installed within public right-of-way and for the buildings to be occupied
4. Frontage improvements installed and substantially complete;
   i. Sidewalks must be open, unobstructed, safe, and available to public.
   ii. Striping shall be provided as directed by the City inspector.
5. Compaction reports for all paved surfaces must be provided to City inspector
6. Drainage system installed and functional
7. Water and sewer installed and substantially complete (as determined by the water & sewer district)
8. Mail delivery system/mailbox installed and approved by the Post Master
9. Construction equipment, stockpiles, and other materials removed from within the right-of-way and stored on private property with appropriate erosion and sediment control measures in place.
10. Major safety concerns eliminated (fall hazards, trip hazard, Etc)
11. All exposed soils temporarily stabilized and all remaining stockpiles covered in compliance with erosion and sediment control standards.

12. All required regulatory signage installed.
13. All required landscaping must be installed or bonded for.
14. All required mitigation plantings must be installed or bonded for.
    i. On site, mitigation areas or critical areas must be delineated by temporary fencing.
15. All required recreation equipment must be installed or bonded for.
16. Additional performance agreement and financial guarantee filed with the City to ensure timely completion of the project.

4.04 Final Construction Approval

The following section shall be applicable to subdivision projects, site development permits (engineering and grading permits), and commercial building permits.

A. Prior to closing any permit for site improvements or release of performance bonds associated with a project, the project shall obtain final construction approval.
B. Final construction approval shall require verification that the following item have been addressed:
    1. All item listed in Section 4.03 except the additional performance agreement (Section 4.03.B.16 above).
    2. All exposed soils or slopes shall be permanently stabilized.
    3. All final punch list items must be addressed as directed by the City inspector.
    4. As-built or final record drawings shall be submitted to and approved by the City.
    5. Verification of the construct detention volume from licensed engineer or surveyor.
    6. All required roadway monuments shall be installed and a licensed surveyor shall provide written statement that the monuments have been correctly installed.
    7. Critical areas shall be permanently delineated and required signage shall be installed.
    8. Required documentation and fees for maintenance and defect period must be submitted to the City.

4.05 Penalties for Failure to Notify and Obtain Approval

Notification by the applicant or the applicant's contractor, at the necessary time frames noted above, is essential for the City to verify, through inspection, that the work meets the standards. Failure to notify and obtain approval will result in the City requiring sampling and testing with certification by a City approved laboratory. Costs of such testing and certification shall be borne by the applicant. If the test results conclude that the unauthorized work doesn't meet the Standards, the applicant will be required to remove the unauthorized material and replace it with materials that meet the Standards at his/her own expense. At the time that such action is directed by the City Manager, further work on the development may be limited or prohibited until all directed tests have been completed, approved, and all corrections identified by the City have been made to the satisfaction of the City Manager. If necessary, the City may take further action as set forth in KMC 1.20.

4.06 Control of Materials

A. Source of Supply and Quality of Materials: The contractor shall notify the City of proposed sources of supply for all materials to be furnished. The City shall approve the source of supply of each of the

materials before the delivery is started. Representative preliminary samples or test data of the character and quality prescribed may be required to be submitted by the contractor or producer for examination.

Only materials conforming to the requirements of the WSDOT/APWA Standard Specifications shall be used in the work, unless otherwise approved by the City Manager. Any material proposed to be used may be inspected or tested at any time during their preparation and use. If after testing it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any approved source proved unacceptable at any time, the contractor shall furnish approved materials from other approved sources. Any approved material that becomes unfit shall not be used.

B. Samples and Tests: The applicant is required to retain the services of a certified testing laboratory to conduct necessary field and/or lab tests of materials or methods. All testing shall be in accordance with WSDOT and/or AASHTO standards. Materials shall not be used until approved.

The City shall be furnished certified copies of the complete test reports directly from the testing laboratory.

4.07 Construction Control in Developments

The provisions of Section 2-03 of the WSDOT/APWA Standard Specifications apply in all respects to development construction unless otherwise approved by the City Manager.

4.08 Sub-grade

In preparing the roadbed for surfacing before any paving, the requirements outlined in Sections 2-06.3(1) and 2-06.3(2) of the WSDOT/APWA Specifications shall be met. After the subgrade preparation has been completed, it shall be thoroughly checked by the applicant/contractor using a level, string line, crown board, or other means to determine that the subgrade conforms to the approved roadway section and the Standards prior to placing any surfacing material.

4.09 Traffic Control During Construction

A. Interim Traffic Control: The applicant/contractor shall be responsible for interim traffic control during construction on or along traveled City streets. When road or drainage work is to be performed on City streets that are open to traffic, the applicant/contractor will be required to submit a traffic control plan for approval prior to beginning the work. Traffic control shall follow the guidelines of Section 1-07.23 of the WSDOT/APWA Standard Specifications. All barricades, signs and flagging shall conform to the requirements of the MUTCD Manual. Signs must be legible and visible, with consideration for the horizontal and vertical curvature of the roadway and existing vegetation, and should be removed or covered at the end of each workday if not applicable after construction hours.

B. Temporary Road Closures and Detours: The City may consider requests for full road closures where they are determined by the City Manager to be in the best interest of the public, and:

1. A proposal for a road closure and a detour plan must be prepared and submitted to the City at least 20 working days in advance; said plan must be approved by the City Manager prior to closing any City street.
2. The types and locations of the signs shall be shown on a detour plan.
3. The applicant/contractor shall post "This Road Will Be Closed" signs, along with the anticipated dates and times of closure, a minimum of 10 days prior to the closing.

4. The applicant/contractor must notify, in writing, local fire, school, law enforcement authorities, Metro transit, adjacent parcels owners, and any other affected persons as directed by the City at least 10 days prior to roadway closer.

C. Haul Routes: If the construction of a proposed development is determined by the City Manager to require special routing of large trucks or heavy construction equipment to prevent impacts to surrounding roads, residences or businesses, the applicant/contractor shall be required to develop and use an approved haul route.

1. When required, the haul route plan must be prepared and submitted to the City Manager and approved prior to beginning or continuing construction. The haul route plan shall address routing, hours of operation, signage and flagging, and daily maintenance.
2. If the developer/contractor's traffic fails to use the designated haul route, the City Manager may prohibit or limit further work on the development until such time as the requirements of the haul route are complied with.

C. Haul Road Agreement: When identified as a need by the SEPA review process or by the City, a haul road agreement shall be obtained by the applicant, franchised utility, developer, or property owner establishing restoration procedures to be performed upon completion of the haul operation.

D. Pedestrian Circulation Plan: Where a development or construction activity will obstruct an existing pedestrian walkway, including formal sidewalk, maintained trail, worn (unmaintained) foot trails, shoulder, or other forms of pathway regularly used by pedestrians, a pedestrian circulation plan shall be required prior to beginning any construction activity. The pedestrian circulation plan must address alternative access routes to safely direct pedestrians travel in, around, or through a work area.

a. Where existing pedestrian facilities exist outside the limits of the work zone, they may be utilized as the alternative pedestrian path provided that pedestrian connections with the existing pedestrian path can be made at safe and legal locations and appropriate signage is provided, in compliance with MUTCD, to direct pedestrian movements to the alternative routes.
b. Where existing pedestrian facilities cannot move pedestrians around a work zone, a temporary alternative pedestrian pathway must be provided and must be compliant with current ADA standards, including, but not limited to, temporary ramps where required and continuous cane-detectable barriers around the revised pedestrian route.
c. All barricades, signs and flagging shall conform to the requirements of the MUTCD Manual. Signs must be legible and visible and should be removed at the end of each workday if not applicable after construction hours.

E. Bicycle Circulation Plan: Where a development or construction activity will obstruct, close, or create a hazardous condition of loose pavement or material on an existing marked bicycle lane or traffic lane marked with a sharrow symbol, a bicycle circulation plan shall be required prior to beginning any construction activity. The bicycle circulation plan must address signage to notify cyclists of the closure and/or hazardous condition, alternative access routes and detours for cyclists and signage notifying drivers on alternative access routes of the increased presence of cyclists during construction. All barricades, signs and flagging shall conform to the requirements of the MUTCD manual. Signs must be legible and visible, considering horizontal and vertical curves and overhanging vegetation, and should be removed or covered at the end of each workday if not applicable after construction hours.

4.10 Call Before You Dig

Contractors are responsible for timely notification of utilities in advance of any construction in right-of-way or utility easements as required under RCW 19.122. The utility One-Call Center phone number (1-800-424-5555) or 8-1-1 should be prominently displayed on the work site.

4.11 Utility Certification

All permits for new placement and replacement of existing utilities and utility structures shall be accompanied by written certification from the utility's professional engineer or from an agent authorized by the utility to certify that the installations conform to the appropriate standards, and that the proposed work is in conformity with sound engineering principles relating to street safety.

Section 5: Private Streets, Driveway, and Parking Design

All accesses to individual buildings or lots shall be located, designed, and constructed to balance multimodal transportation needs and maximize public safety on the street system. This chapter provides location and design criteria for access at the right-of-way line, access approaches in the right-of-way, private roads, and driveways or circulation roads internal to a private property.

5.01 General

A. Each lot shall have direct access to a public right-of-way. If a project site is not immediately adjacent to the right-of-way access must be achieved by a recorded easement, or by a recorded access tract.

B. The circulation system of developments shall intersect with existing and anticipated streets abutting the site at safe and convenient locations;

C. Every lot upon which one or more building(s) is proposed to be erected or a traffic generating use is proposed to be established shall establish direct access from the street right-of-way as needed to provide public services such as fire protection, emergency service, mail delivery or trash collection.

D. The designers of proposed developments must consider the access and driveway profile to ensure that required grade transitions can be complied with while considering building setbacks, terrain, and grades.

E. All traffic control devices, including signs and pavement markings, shall meet the MUTCD standards.

F. The use of alternative or pervious pavement materials is permitted, and generally encouraged, on private driveways, private roadways, and off-street parking areas.

G. Access tracts and/or roadways required to provide access to two or more lots shall be developed to the width and standard required for its entire length. The practice commonly known as, or that yields the effect of, "telescoping" improvements (i.e., a street required to serve a short plat being reduced in width as the number of remaining lots decreases) is expressly prohibited.

H. Any portion of a paved surface or any parking areas, driveways, and/or private roads located on private property, whether paved or not, shall be setback a minimum of 5' from all property lines.

I. The City may require additional connections for bicycles and pedestrians as directed by the City Manager as noted in Section 2.03.

5.02 State Highways

Access points to the state highway system are regulated through the Revised Code of Washington (RCW). The only state highway within the City of Kenmore is SR-522/Bothel Way NE and is classified as a "Managed Access Highway".

Managed Access highways are those state highways where access rights have not been acquired by the state but access connections are regulated through the access management program. For more information, please visit the WSDOT Access Management website:
http://www.wsdot.wa.gov/Regions/NorthCentral/planning/AccessMgmt.htm

A. Any development that requires the construction or improvement of a driveway or construction of a street that intersects a state or federal highway shall require a state right-of-way use permit from the City of Kenmore and shall be designed in accordance with this manual.
    1. This project must comply with all applicable State standards, as noted above, in addition to designing for City standards.

2. Where State or federal standards conflict with this manual and/or KMC, the more restrictive requirement shall prevail.

5.03 Private Streets

A. Local access streets, which are to be privately owned and maintained, shall be built to the same local access standard as a public roadway as outlined in Section 6.

B. Private streets shall be clearly distinguished and dedicated in an easement, tract, or right-of-way in a document recorded on title or on the face of the plat map to be recorded. Dedication language shall include a clear designation of maintenance responsibility for the improvements within the easement, tract, or right-of-way.

C. Alleys, when appropriate, shall be designed to meet all of the following standards:
   1. Serve a maximum of 30 dwelling units
   2. Have a maximum length of 400 feet
   3. Connect two other streets (private or public); alleys cannot be dead-ends or cul-de-sacs and shall not intersect other alleys.
   4. In a dedicated tract or right-of-way with a minimum width sufficient to construct the alley and related grading. The minimum tract width shall not be less than 20 feet and shall be paved full width.
   5. The paved surface shall be sloped to the centerline of the alley and provide an inverted crown to control surface runoff as far from the buildings structures as feasible. Catch basins shall be provided in each alley to collect storm water prior to crossing any current or proposed walkways.
   6. Modifications to existing alleys serving commercial or industrial properties, in accordance with the above, will be determined on a case-by-case basis subject to approval by the City Manager.

D. Private access tracts, when appropriate, shall be designed to meet all of the following standards:
   1. A private access tract shall serve a maximum of four (4) dwelling units.
   2. Minimum pavement width shall be 20 feet.
   3. Minimum tract width shall be 26 feet when adjacent to an existing property line; if not positioned along an existing property line the tract width may be reduced to 22 feet .
   4. Obstructions, such as walls, fences, poles, above ground utilities feature, shall be placed a minimum of 1 foot beyond the limits of the paved surface to maintain a minimum clearance of 20 feet.
   5. When located along an existing property line, the paved access shall be positioned within the tract to accommodate a 5-foot setback along the property line.
   6. Geometric design and profile shall meet the standards of a minor access road.
   7. If the length, measured from centerline of intersecting street to furthest extent of the tract exceeds 150 feet in length, a turnaround must be provided and approved by the Fire Marshal. A hammerhead turn-around is permitted for private roadways provided that the Fire Marshal approves the turnaround dimensions and layout.
   8. Paved surface shall be installed with an inverted crown (flow-line in the center) or sloped in one direction with a thickened edge or extruded curb to control surface runoff. Catch basins shall be provided in each private access tract to collect storm water prior to crossing any current or proposed walkways.

9. Additional easements may be required for utilities and drainage.

E. Joint use driveways, when appropriate, shall be designed to meet all of the following standards:

1. A joint use driveway shall serve a maximum of two (2) dwelling units.
2. Minimum pavement width shall be 14 feet.
3. Minimum tract width shall be 20 feet when adjacent to an existing property line; if not positioned along an existing property line the tract width may be reduced to 15 feet.
4. Obstructions, such as walls, fences, poles, above ground utilities feature, shall be placed a minimum of 1 foot beyond the limits of the paved surface to maintain a minimum clearance of 14 feet.
5. When located along an existing property line, the paved access shall be positioned within the tract to accommodate a 5-foot setback along the property line.
6. The length, measured from centerline of intersecting street to furthest extent of paved tract, shall not exceed 150 feet in length.
7. Paved surface shall be installed with an inverted crown (flow-line in the center) or sloped in one direction with a thickened edge or extruded curb to control surface runoff. Catch basins shall be provided in each private access tract to collect storm water prior to crossing any current or proposed walkways.
8. Driveway profiles and elevations shall comply with the intersection grade requirement per Section 7-06.
9. Additional easements may be required for utilities and drainage.

5.04 Driveways

This section provides driveway standards for connections to public and private roads. It is not the intent of these Standards to govern design or location of driveways on private property except where they connect to the street right-of-way and where minimum setbacks are required along property lines. However, fire access requirements governed by the Fire Code (KMC 15.10) and KMC Title 18, establish criteria for driveway widths. No new driveway connection shall be constructed which does not conform to this chapter and minimum sight distance criteria established in Section 6.06 and Section 6.07.

A. Residential Driveways:

1. New driveways installed on roadways with an amenity zone shall generally comply with Figure 5-001 in Appendix B. The sidewalk shall be designed to match the roadway slope along the gutter flow line and all elevation changes required for the driveway to meet road grade, shall be accomplished in within the limits of the amenity zone.
2. New driveways installed on roadways where no urban-type frontage improvements exist, and are not required, shall generally be designed and constructed to comply with KCRS Figure 3-003.
3. New driveways installed on roadways with existing urban frontage improvements without an amenity zone shall generally be designed and constructed to comply with KCRS Figure 3-005 and shall maintain a minimum 5 feet pedestrian path which continues at straight-line grade matching the sidewalk on either side unless otherwise approved by the City Manager.
4. Shall have a minimum width of 10 feet and a maximum width of 20 feet within, or at, the right-of-way, access easement, access tract, or other area of shared access.
5. Shall be continuously paved or surfaced with gravel between the public right-of-way and the parking area require by KMC 18.40.030, unless otherwise approved by the City of Kenmore.

i. This requirement shall not restrict the use of alternative pavement types (such are porous pavements or pavers) and methods (such as wheel strips) to meet flow control BMP or Low Impact Development requirements.

ii. Driveways with a slope exceeding 5% in grade shall be paved; gravel surfacing will not be permitted on steep driveways.

B. Commercial & Multi-Family Driveways:

1. New driveways installed on roadways with an amenity zone shall generally comply with Figure 5-001 in Appendix B. The sidewalk shall be designed to match the roadway grade and all elevation changes for the driveway to meet road grade, shall be accomplished in within the limits of the amenity zone.

   i. Driveways in sections that require an 8 foot or 10 foot wide sidewalk, shall utilize this detail for construction except that the 'amenity zone' shall be considered the 4 foot wide strip of sidewalk immediately adjacent to the back of curb; the pedestrian route shall be maintain in the back 4 to 6 feet of the sidewalk.

2. New driveways installed on roadways without an amenity zone shall generally be designed and constructed to comply with KCRS Figure 3-005 and shall maintain a minimum 5 feet pedestrian path which continues at straight-line grade matching the sidewalk on either side unless otherwise approved by the City Manager.

3. Shall have a minimum paved width of 24 feet a maximum paved width of 36 feet.

4. Shall be continuously paved between the public right-of-way and the parking area require by KMC 18.40.030, unless otherwise approved by the City of Kenmore.

   i. This requirement shall not restrict the use of alternative pavement types (such are porous pavements or pavers) and methods (such as wheel strips) to meet a flow control BMP or Low Impact Development requirement.

5. For commercial or industrial driveways with heavy traffic volumes or significant numbers of trucks, the City may require construction of the access as a road intersection and/or may require additional reinforcement within the driveway section. This requirement will be based on traffic engineering analysis submitted by the applicant that considers, among other factors, intersection spacing, sight distance, and traffic volumes.

C. New Driveway Requirements:

1. New driveway connections will require a street right-of-way use permit or engineering permit, as appropriate, issued by the City prior to beginning construction within the right-of-way.

2. New driveways must be a minimum length of 20 feet, measured along the driveway centerline between the nearest tract/easement/right-of-way line of a shared access or roadway and the nearest edge of the parking area/carport/garage required per KMC 18.40.030.

3. New driveways shall intersect the approach street at an angle between 85° and 95° and shall maintain this requirement for the all portions of the driveway which lie within a public right of way, unless otherwise approved by the City Manager. Exceptions may be granted for driveways within the limits of a cul-de-sac bulb.

4. All driveways must be paved within the limits of the public right of way

5. Driveway profiles and elevations shall comply with the intersection grade requirement per Section 7-06.

6. Driveways directly giving access onto arterials may be denied if alternate access is available.

7. All abandoned driveway areas on the same frontage shall be removed, and the curbing and sidewalk or shoulder and ditch section shall be properly restored.
8. Maintenance of driveway approaches, including any regulatory signage or striping, shall be the responsibility of the owner whose property they serve.
9. The City and franchised utilities are not obligated to replace alternative surfacing material within the public right-of-way with a like material and may, at the City Manager's discretion, replace existing driveways with standard asphalt or concrete within the right-of-way.
10. Grade transitions, excluding the tie to the roadway, shall be constructed as smooth vertical curves. The maximum change in driveway grade within the right-of-way shall be 8 percent within any 10 feet of distance on a crest and 12 percent within any 10 feet of distance in a sag vertical curve. Whenever there is a potential for future roadway widening, the driveway shall be graded to match the future widened road section without encroachment into the sidewalk.
11. For driveways crossing an open ditch section, culverts shall be adequately sized to carry anticipated storm water flows and at a minimum the culvert shall be equal to or larger than any existing pipes within 500 feet upstream or downstream; in no case shall the minimum pipe size be less than 12-inch in diameter. Pipe should be long enough to account for the driveway side slopes and shall be installed with a 3:1 beveled end on either side and a trash rack on the upstream side. The property owner making the installation shall be responsible for determining proper pipe size. The City may require the owner to verify the adequacy of pipe size.
    i. Additional requirements will apply when the driveway crosses a classified stream per KMC 18.55 including, but not limited to, requirements for a *Hydraulic Permit Approval* (HPA) from WDFW.
12. Storm drainage from driveway surfaces must be accounted for in the roadway drainage design.
13. Surface water from new driveway surfaces shall not be permitted to flow across any public walkway.

D. Location of New Driveways.
1. Driveway location is subject to City approval.
2. No portion of driveway width shall be allowed within 5 feet of side property lines.
    i. Exceptions may be granted without a formal variance request for access panhandles and for lots taking access from a cul-de-sac bulb; in such cases the driveway shall be located, and possibly reduced in width, to provide the largest setback feasible.
3. No two driveways along a public right-of-way shall be closer together than 18 feet where it intersects with the street right-of-way line.
    i. Exceptions may be granted without a formal variance request for access panhandles and for lots taking access from a cul-de-sac bulb; in such cases the driveway shall be located, and possibly reduced in width, to provide the largest separation feasible.
4. On frontages 75 feet or less, no more than one driveway per lot shall be constructed. On frontages over 75 feet, the City may permit two or more driveways per lot, subject to City Manager approval.
5. Project sites which have multiple frontages, such as corner lots, must take access from the street with a lower classification unless no other feasible alternative exists; for this standard, removal of existing improvements or obstruction such as walls, fences, or existing utilities shall not be sufficient to determine an access infeasible.
6. Driveways shall not be allowed within an existing or planned intersection radius return and shall

be positioned as far from an intersection as feasible.

7. Notwithstanding any other provisions, driveways will not be allowed where they are prohibited by separate City Council action or where they are determined by the City to create a hazard or impede the safe operation of traffic on the roadway.

E. For land development projects and/or changes in use, existing driveway connections which do not conform to this chapter shall be reconstructed to the requirements for new driveways.

5.05 Parking Lots

A. Parking lots, including the amount of required off-street parking stalls, stall dimensions, and drive isle dimensions and layout, shall be designed and constructed in compliance with KMC 18.40.

1. On-street parking stalls located within or requiring turning movements within, the public right-of-way shall not be counted toward the required number of off-street stalls.

B. The number of ADA compliant parking stalls provided on each site shall comply with KMC 18.40.060 and current ADA standards.

C. Where off-street parking stalls and drive isles are separated from the public right-of-way, roadways providing access to the off-street parking area shall meet the standard of a Minor Commercial Access street including the requirement for a pedestrian walkway.

Section 6: Street Design

This chapter sets the minimum standards for geometric street design of public roadways, commercial roadways, and private roadways where notes.

6.01 Reconstruction

A. Reconstructed, altered, widened, or improved roadways shall be brought into compliance with these standards.
B. For the purposes of this section, utility installations alone shall not be considered reconstruction but must still meet the standards and requirements of Section 11.
C. Transitions or tapers necessary to connect with existing roadways of a different width shall meet AASHTO and MUTCD standards.

6.02 Applicable Standards

A. Projects adjacent to an existing roadway shall improve the existing roadway to the current standard for its existing classification per Section 6.03, 6.04, or 6.05, except where project impacts result in a reclassification of the roadway.
B. Projects adjacent to existing roadways in which the project impacts, or changes to the number of units served, result in the change in the roadway classification as noted below shall be required to improve the entire roadway to the current standard for the new classification. Limits of the roadway upgrade shall be determined by the City.
C. Subdivision and residential projects shall construct internal roadways per Section 6.04 or Section 5.03.
D. Commercial, industrial, and residential apartment projects shall construct internal roadways per Section 6.05. The classification of new internal roadways for these types of project shall be determined by the City.
E. Town home developments shall construct internal roads providing access to parking areas as a minor multifamily access road per Table 6.2 and Section 6.05, except that the required 5 foot sidewalk can be relocated as needed to provide pedestrian access to the main entrance of each unit.
F. Alternative road designs may be proposed on any road type when approved by the City manager. Alternative roadway sections shall follow the guidance of Section 6.12.

6.03 Typical Sections for Existing Arterials and Collector

Existing roadways which are classified as neighborhood connections (neighborhood collector) or higher, and are identified in the City's comprehensive plan, shall be improved to the configuration and width as shown in the appropriate Figure in Appendix 'A'. A copy of the City's layered network map is also included in Appendix 'A'. See Section 9 for pavement design requirements.

6.04 Typical Sections for Residential Access Roads

A. Internal roadways for residential and plat projects shall be constructed to the general widths provide in Table 6.1., unless otherwise approved by the City Manager
B. Vertical curbing is required on the both sides of all roadway types unless a half-width improvement is permitted, in which case a vertical curb and gutter shall be provided on the near side only.

C. Vertical curbing shall be constructed per Sections 8.02, 8.03, and 8.04.
D. On local access streets, sidewalk is required on any side of the road which will be adjacent to newly created lots, structures, or driveways; in no case shall a road be constructed without sidewalk on at least one side.
    1. Driveways for maintenance access roads, required solely for utility or storm water maintenance, shall not trigger the sidewalk requirement.
    2. New roadways where new lots, structures, or driveways are only proposed on only a portion of one-side of the street, the sidewalk requirement shall be applied to the entire length of proposed roadway out to the nearest intersecting roadway of equal or higher classification.
    3. Projects which are adjacent to existing roadways meeting these roadway classifications and which do not result in change in the roadway classification, shall provide sidewalk on the near side of the roadway
    4. Additional walkways may be required for roadways which are identified as priority pedestrian routes or Safe Routes to School.
E. All collector roadways shall provide sidewalk on both sides as noted in Table 6.1
F. Sidewalk shall be constructed per Sections 8.01, 8.03, and 8.04.
G. Amenity zones, per Section 8.10, are required between the curb and sidewalk in any location where new sidewalk is proposed or required on residential access roads.
H. Half-street Improvements: Where a proposed roadway is adjacent to an undeveloped parcel, the road shall be sized to accommodate future development on the adjacent parcel(s). Only in the case that the anticipated use of the adjacent site increases the residential roadway classification which would have otherwise been required for the immediate or initial project, the developer shall be permitted to improvement the roadway to a half-street standard. The half-street standard shall:
    1. Require a minimum pavement width of 20'
    2. Maintain a minimum 5' setback between the edge of pavement and adjacent property line.
    3. Permit the roadway to be temporarily developed without a crown so that all stormwater can be collect, conveyed, and mitigated on the near side of the street.
I. In the case that a project develops next to a roadway previously constructed to the half-street standard, the project shall be required dedicate any additional right-of-way to meet the full roadway standard, saw cut the pavement at the future right-of-way centerline, establish a typical crown at right-of-way center, and shall construct all required elements on the near side of the right-of-way centerline.
J. Collectors intersecting with boulevards, arterials, or neighborhood connection roads shall be 32 feet wide for the first 150 feet. Total improvement and right-of-way widths shall be adjusted accordingly.
K. In no case, shall a vehicle travel way be built within 5 feet of a property line for residential or plat projects.
L. Roadway striping shall be clearly shown on the project construction drawings and shall be reviewed by the City prior to construction of the roadway improvements. Striping shall be designed to maximize traffic calming opportunities while maintaining on-street parking to the maximum extent feasible.
M. Parking restrictions shall be consistent with Table 6.1 except where otherwise directed by the City. Where parking restrictions are required, the applicant shall furnish and install "no parking" signs in compliance with MUTCD.
N. See Section 9 for pavement design and material requirements.

Table 6.1: Residential Access Roads

Road Type	Collector	Local Access	Private Access
General Description	Providing access to a large number of lots and/or multiple developments; adjacent property owners may not be the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.
Public or Private	Public	Public	Private
Number of Lots/ Dwelling Units	Over 50	50 Maximum	4 Maximum
Design Speed[1]	35 mph	25 mph	15 mph
Maximum Grade	15%	15%	15%
Minimum Pavement Width (Curb to Curb)	28 feet[2]	20 feet	18 feet
Total Improvement Width (Back of walk to back of walk)	47 feet[2]	39 feet	18 feet
Total Right-of-Way Width	48 feet[2]	40 feet	24 feet (may be reduced to 20' when not adjacent to property line)
Sidewalk Requirement	Both Sides	Each side with proposed lots/structures (one side minimum)	None
Minimum Sidewalk Width	5 feet	5 feet	N/A
Amenity Zone Requirement	Both Sides	Any side with a sidewalk	None
Minimum Amenity Zone Width	4 feet	4 feet	N/A
Min. Half-street Pavement Width[3]	20 feet	20 feet	N/A (Full section required)
Min. Half-street ROW Width[3]	35 feet	35 feet	N/A (Full section required)
Curb Type	Vertical	Vertical	As needed for drainage
Striping[4]	Fog lines (only)	None	None
Parking Restrictions[5]	One side	One side	Both Sides
Typical Lane Width[4]	10 feet	10 feet	N/A

1 The design speeds listed are a basis for determining geometric elements and does not imply posted or legally permissible speed.
2 Additional roadway width is required near intersections with boulevards, arterials, or neighborhood connection roads per Section 6.04.J.
3 Minimum half-street improvements, or minimum required improvements, are only permitted per Section 6.04-H.
4 Striping shall be as directed by the City in compliance with Section 6.04.L.
5 Parking restrictions are general recommendation subject to City review; signage is require in compliance with Section 6.04.M

6.05 Typical Sections for Commercial Access Roads

A. Internal roadways for commercial, industrial, and multi-family projects shall be constructed to the general widths provide in Table 6.2., unless otherwise approved by the City Manager.
B. Vertical curbing is required on the both sides of all roadway types.
C. Vertical curbing shall be constructed per Sections 8.02, 8.03, and 8.04.
D. On roadways classified as commercial/major multi-family access streets, sidewalk is required on any side of the road which will be adjacent to newly created lots, structures, or driveways; in no case shall a road be constructed without sidewalk on at least one side.
    1. Driveways for maintenance access roads, required solely for utility or storm water maintenance alone, shall not trigger the sidewalk requirement.
    2. Where new lots, structures, or driveways are only proposed on a portion of one-side of the street, the sidewalk requirement shall be applied to the entire length of proposed roadway out to the nearest intersecting roadway of equal or higher classification.
E. Sidewalk shall be constructed per Section 8.01, 8.03, and 8.04.
F. All pedestrian crossings on internal commercial access roads shall be designed and constructed as speed tables which provide an elevated crossing for pedestrians.
    a. Speed tables shall be treated with colored concrete, pavers or other visual cues to the presence of the table and crosswalk.
    b. If for any reason, a speed table is permitted to be asphalt, it shall be marked per MUTCD standard, Option B, for markings in both directions on both sides of the table.
G. Industrial/Limited Commercial Access roads shall be constructed with at least one sidewalk, regardless of driveway locations.
H. Amenity zones, per Section 8.10, are required between the curb and sidewalk on Industrial/Limited Commercial Access roads.
I. Industrial/Limited Commercial Access roads intersecting with boulevards, arterials, or neighborhood connection roads shall be 32 feet wide for the first 150 feet. Total improvement and right-of-way widths shall be adjusted accordingly.
J. Commercial/Major Multi-family Access roads intersecting with arterials may be required to provide 32 feet of pavement width for the first 150 feet as determined by the City. Total improvement and right-of-way widths shall be adjusted accordingly.
K. Vehicle travel ways shall not be built within 5 feet of a property line unless otherwise approved by the City Manager.
L. Roadway striping shall be clearly shown on the project construction drawings and shall be reviewed by the City prior to construction of the roadway improvements. Striping shall be designed to maximize traffic calming opportunities while maintaining on-street parking to the maximum extent feasible.
M. Parking restrictions shall be consistent with Table 6.2 except where otherwise directed by the City. Where parking restrictions are required, the applicant shall furnish and install "no parking" signs in compliance with MUTCD.
N. See Section 9 for pavement design and material requirements.

Table 6.2: Commercial Access Roads

Road Type	Industrial / Limited Commercial Access	Commercial / Major Multi-Family Access	Minor Multi-Family Access
General Description	Providing access to businesses which generally do not require interaction with the general public; roadway design driven primarily by delivery or commercial/ industrial vehicle types	Providing access for all modes or transportation directly to businesses or larger multi-family housing which include multiple buildings, usually on multiple side of the proposed roadway.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.
Public or Private	Public or Private	Public or Private	Private
General Thresholds[4]	Limited driveways and pedestrian access needs.	Public businesses along roadway or larger multi-family project/site with pedestrian access to building typically needed on more than one side	Single multi-family project/site; pedestrian access to building typically limited to one side
Design Speed[1]	30 mph	25 mph	15 mph
Maximum Grade	15%	15%	15%
Minimum Pavement Width (Curb to Curb)	30 feet[2]	24 feet[2]	20 feet
Total Improvement Width (Back of walk to back of walk)	41 feet[2]	35 feet[2]	26 feet
Total Right-of-Way Width	46 feet[2] (may be reduced to 42' when not adjacent to property line)	36 feet[2]	31 feet (may be reduced to 26' when not adjacent to property line)
Sidewalk Requirement	One-side (generally on opposite side of primary driveways)	Each side with proposed lots/structures (one side minimum)	One side (same side as building/structure)
Minimum Sidewalk Width	6 feet	5 feet	5 feet
Amenity Zone Requirement	One side (same side as sidewalk)	None	None
Minimum Amenity Zone Width	4 feet	N/A	N/A
Curb Type	Vertical	Vertical	Vertical or Rolled
Striping[3]	Per City direction (additional traffic control measures may be required	Per City direction (additional traffic control measures may be required)	Per applicant design
Parking Restrictions[4]	None	One side	Both Sides
Typical Lane Width[4]	10 feet	10 feet	N/A

1 The design speeds listed are a basis for determining geometric elements and does not imply posted or legally permissible speed.
2 Additional roadway width may be required required near intersections with boulevards, arterials, or neighborhood connection roads per Sections 6.05.I & 6.05.J.
3 Striping shall be as directed by the City in compliance with Section 6.05.L.
4 Parking restrictions are general recommendation subject to City review; signage is require in compliance with Section 6.05.M

6.06 Stopping Site Distance

A. Stopping Sight Distance (SSD) is the sum of two distances: the distance traveled during perception and reaction time and the distance required to stop the vehicle. The perception and reaction time used in design is 2.5 seconds. The stopping sight distance is calculated using a constant deceleration rate of 11.2 feet/second^2.

B. When calculating stopping sight distance, use h_1=3.50 feet and h_2=0.50 foot. Available stopping sight distance is calculated for a passenger car using an eye height of 3.50 feet and an object height of 0.50 foot. Although AASHTO allows a 2-foot object height, a 0.50-foot object height is used because objects with a height between 0.5-foot and 2 feet may be perceived as hazards that would likely result in an erratic maneuver

C. The grade of the roadway has an effect on the vehicle's stopping sight distance. The stopping distance is increased on downgrades and decreased on upgrades. When evaluating sight distance with a changing grade, use the grade for which the longest sight distance is needed. Road grades other than those shown in Table 6.3 must be interpolated.

D. Sag vertical curves on residential or commercial streets that do not meet the minimum SSD may be approved by the City Manager if no practical design exists and if acceptable illumination is provided throughout the curve and is maintained by a franchised utility. Illumination shall be per Section 8.11.

Table 6.3: Stopping Site Distances

Minimum Site Distance Required (ft)							
DESIGN SPEED (MPH)	**No Slope**	**3% Down**	**6% Down**	**9% Down**	**3% Up**	**6% Up**	**9% Up**
55	495	520	553	594	470	450	433
50	425	446	474	507	405	388	375
45	360	378	400	427	344	331	320
40	305	315	333	354	289	278	269
35	250	257	271	287	237	229	222
30	200	205	215	227	200	184	179
25	150	158	165	173	147	143	140

6.07 Entering Site Distance (ESD)

A. Specific ESD values for required design speeds are listed in Table 6.4

B. Entering vehicle eye height is 3.5 feet, measured 10 feet back from edge of traveled way and ten feet back from face of curb on urban roadways. Approaching vehicle height is 4.25 feet.

C. Requirements in this section and Table 6.4 apply to an intersection or driveway approach to a typical road under average conditions. In difficult topography the City Manager may authorize a reduction in the ESD based on factors mitigating the hazard. Such factors may include an anticipated posted or average running speed less than the design speed or the provision of acceleration lanes and/or a median space allowing an intermediate stop by an approaching vehicle making a left turn.

D. Where a significant number of trucks will be using the approach road, the City Manager may increase

the entering sight distance requirements by up to 30 percent for single-unit trucks and 70 percent for semi-trailer combinations.

Table 6.4: Entering Site Distances

Design Speed (mph)	30	35	40	45	50	55	60
Entering Sight Distance (Ft.)[1 2 3]	335	390	445	500	555	610	665

[1] Entering sight distance shown is for a stopped passenger vehicle to turn left onto a two-lane arterial with no median and grades 3 percent or less. For other conditions the time gap should be adjusted and required sight distance recalculated. (See 2001 AASHTO – Intersection Control section).

[2] For multilane roadways: For left turns onto two-way arterials with more than two lanes, add 0.5 seconds for passenger cars or 0.7 seconds for trucks for each additional lane from the left, in excess of one, to be crossed by the turning vehicle.

[3] For minor and approach grades: If the approach grade is an upgrade that exceeds 3 percent; add 0.2 seconds for each percent grade for left turns.

6.08 Horizontal Curve Criteria

A. The minimum centerline radius on non-arterial streets shall be as shown in Tables 6.5
B. Super-elevation is not required in the design of horizontal curves on residential access streets.
C. Should the re-design of an existing arterial or construction of a new arterial be needed, the horizontal curvature shall be design by the project engineer in accordance with current AASHTO Standards.

Table 6.5:Minimum Radius Design Values

Design Speed (mph)	25	30	35
Minimum Radius (Ft.)	180	300	460

6.09 Vertical Alignment

A. Maximum roadway grades on all streets shall not exceed 15% maximum.
B. Maximum roadway grade may be exceeded for short distances of 300 feet or less, upon showing that no practical alternative exists. Grades greater than 15 percent that exceed the 300-foot distance must be approved by the City Manager through the road variance process. Additionally, the maximum grade shall not exceed 15 percent unless verification is obtained from the Fire Marshal that additional fire protection requirements will be met and the applicant's engineer must demonstrate what method will be used to ensure drainage will be controlled. Grades exceeding 12 percent shall be paved with hot mix asphalt (HMA) or portland cement concrete (PCC) as determined by the City Engineer.
C. Grade transitions shall be constructed as smooth vertical curves, without angle points, except in intersections where the difference in grade is one percent or less and upon approval of the City Manager.

6.10 Street Ends

Any street, public or private, which extends more than 150 feet from the centerline of the accessing street to farthest extent of surfaced traveled way requires an approved turnaround.

A. Hammerheads: A hammerhead turn around may be used to satisfy the turnaround requirements for private streets only.
   1. Final hammerhead dimensions and layout shall require Fire Marshal approval.
   2. The minimum inside radius shall be 20 feet.
   3. Each leg of the hammerhead shall be a minimum length of 24 feet, measured from the intersection of the centerlines for each leg.

B. Permanent Cul-de-sac Bulbs: A cul-de-sac bulb is the required turn-around type for any public roadway and shall be constructed as follows:
   1. Minimum right-of-way diameter across bulb section: 100 feet in a permanent cul-de-sac; right-of-way may be reduced, provided utilities and necessary drainage are accommodated on permanent easements within the development.
   2. Minimum diameter of surfacing or pavement across bulb: 80 feet of paving.
   3. The City may require an emergency vehicle access and/or an off-street walkway to connect a cul-de-sac at its terminus with other streets, parks, schools, bus stops, or other pedestrian traffic generators.
   4. The City may require signage to be installed within the bulb to restrict parking and maintain emergency access.
   5. The maximum cross slope in a bulb shall not exceed 6 percent in any direction.

C. Temporary Cul-de-sac Bulbs: If a street temporarily terminates at a property boundary, serves or will serve more than four (4) lots, and is longer than 150 feet, a temporary bulb shall be constructed near the development boundary.
   1. A temporary public easement shall be provided for the bulb area lying outside the typical right-of-way.
      i. Temporary cul-de-sac easements shall be extinguished once the proposed street extension is constructed and approved by the City.
      ii. The applicant /developer will be responsible for preparing the necessary documentation to extinguish the easement.
   2. The paved bulb shall be 80 feet in diameter with sidewalks terminated at the point where the bulb radius begins.
   3. Removal of the temporary constructed cul-de-sac, restoration of landscaping, and construction of the extension of the sidewalk shall be the responsibility of the applicant/developer who extends the road.
   4.

D. Cul-de-sac Islands: A cul-de-sac island will not be permitted unless it is included as a flow control BMP, LID feature, or other surface storm water facility which will be maintained as a storm water facility by the City or a homeowners association. If an island is proposed, the full limits of the paved cul-de-sac bulb shall be sloped toward the island and all runoff shall enter to island area without the need for additional storm drain inlets within the paved limits.

6.11 Traffic Calming Devices

Wherever necessary for the safe operations of multi-modal transportation, or to address existing or anticipated speed concerns as determined by the City Manager, the City may request that the applicant include traffic calming measures on newly constructed or altered roadways.

A. **Speed Humps**: May be required where there are concerns of speeding.
   1. Speed humps shall generally be designed, constructed, and marked/painted per Figure 6-001 in Appendix B
   2. Considerations for drainage shall be applied where proposed speed humps obstruct the existing or natural flow of surface water.
   3. Speed humps which cross an existing or proposed walkway shall be modified to maintain a pedestrian pathway which is ADA compliant.
   4. Speed humps which cross an existing or proposed bicycle lane shall be modified to provide appropriate consideration for bicyclists.
   5. Speed *bumps*, identified as those devices with widths along the direction of travel of between 1 and 3 feet, are not permitted unless written justification for their use due to site restrictions is provided to the City and is approved by the City Manager.

B. **Chicanes:** May be required where there are concerns of speeding and/or as part of an alternative roadway design. They may also be requested at or near pedestrian crossings to improve pedestrian safety.
   1. Chicanes shall be uniquely designed for each site to address emergency access concerns and shall be approved by the Fire Marshal prior to construction of the improvements.
   2. Considerations for drainage shall be applied where proposed chicanes obstruct the existing or natural flow of surface water.
   3. Chicanes which cross an existing or proposed walkway shall be modified to maintain a pedestrian pathway which is ADA compliant.
   4. Chicanes which cross an existing or proposed bicycle lane shall be modified to provide appropriate consideration for bicyclists.

C. **Traffic Circles:** Or mini-roundabouts may be required where traffic impacts are determined to negatively affect an intersection or where existing sub-standard intersections will be subject to an increase in traffic. The impacts evaluated for implementation of traffic circles may exceed the typical *Level of Service* evaluation and shall include safe movements for all users of the intersection including pedestrians, bicyclist, personal vehicles, anticipated transit vehicles, anticipated freight vehicles, and emergency services vehicles.
   1. Traffic circle shall be uniquely designed for each site but shall generally follow the guidelines of the *WSDOT Design Manual* Chapter 1320.

D. **Speed Tables:** Or raised crosswalks may be required in priority pedestrian areas or where an elevated level of pedestrian safety is desired. In some unique cases, the City may request that an entire intersection be raised; the raised intersection shall generally be designed with the same guidelines.
   1. Speed tables are required on all pedestrian crossings on all internal commercial access roads.
   2. Speed tables shall generally be designed and constructed per Figure 6-002 in Appendix B
   3. Speed tables must be a constructed of a material which is of different color and texture than the drive isle it crosses; if concrete is used on the top (flat) portion of the table, it must be stamped and/or textured with a pattern more distinguishable than standard brushing.

E. **Additional Pedestrian Accommodations:** At mid-block crossings and at intersections which have been identified as priority pedestrian routes, the City may require additional pedestrian accommodations including, but not limited to, rectangular rapid-flashing beacons (RRFB), pedestrian refuges islands, and curb extension or pinch points.

1. When an RRFB is required, the system shall be solar power and shall flash in both directions of vehicle travel. The final system shall be approved by the City prior to installation.
2. When pedestrian refuge islands or curb extensions are required, areas which are not part of the pedestrian travel way shall surfaced with stamped concrete using a stamp pattern approved by the City, unless an alternative solution, such as an agreed upon landscaping plan, is otherwise approved by the City Manager.

6.12 Alternative Road Design Guidelines

Where specific projects can be better served by alternative road design elements such as shared spaces, living streets/Woonerf, cycle tracks, green alleys, and parklets the applicant and City staff shall coordinate the alternative design elements to promote the use of such designs in a manner that adequately addresses the safety concerns of the City. Some basic guidelines for some alternative design types have been provided below but these guidelines do not provide all of the detail needed for full construction and implementation of such designs; the project engineer must provide a unique design for such roadway types. Generally, alternative roadway designs shall be privately maintained unless otherwise approved by the City Manager.

A. **Living Streets**: The Living Street, shared-space roadway, or "woonerf" involves creating a street which is shared among pedestrians, bicyclists, and motor vehicles; pedestrians have priority over cars. The street is designed without a clear division between pedestrian and auto space (i.e., no continuous curb), so motorists are forced to slow down and travel with caution. The street is lined with street furniture (e.g., planters, street trees, benches), parking areas, and areas for social interaction to help reduce vehicles speeds but also to promote greater use of the shared space. The end result is a street which is a livable and attractive environment for a variety of activities.
    1. For streets which permit only one direction of travel, a minimum vehicle clearance of 10 feet shall be maintained, unless otherwise approved by the City Manager.
    2. For streets which allow two directions of travel, a minimum vehicle clearance of 16 feet shall be maintained, unless otherwise approved by the City Manager.
    3. The roadway must not include a continuous above grade curb.
        i. Short curb sections may be used in association with the required physical features noted below.
        ii. A sunken curb or other method of distinguishing the surfaces available to vehicle travel may be required to meet current ADA guidelines.
    4. The roadway must be paved with an alternative pavement type which differs in color and texture from the adjacent roadway and sidewalks; concrete, if proposed must be colored and stamped with a pattern more distinguishable than standard brushing. Pervious pavers are an acceptable alternative pavement type for such a use.
    5. Physical features such as street furniture, parking stalls, play areas, art, bike racks, and other constructed element shall be provided on alternating sides of the roadway so that the minimum vehicle clearance is not exceeded for more than 50 continuous feet, unless otherwise approved by the City Manager.
        i. The required physical features shall create a shift in the vehicle clear area between 1/3 and 1/2 of the total vehicle clearance width, unless otherwise approved by the City Manager. (I.E. If a vehicle lane is 16' wide, the travel lane centerline must shift by 5.3' minimum and 8' maximum).

ii. The required physical features, including parking stalls, shall be rotated in use so that the same physical feature is not provided in consecutive locations along the roadway, unless otherwise approved by the City Manager.

iii. Trees must be provided at minimum of 1/4 of the required roadside features.

6. The roadway must maintain a minimum "comfort zone" of 4 feet on each side. The comfort zone is the area beyond the limits of a straight line drawn along the outer limits of the vehicle path (farthest vehicle travel point on each side).
7. The roadway must include a sign at each entrance to a public roadway which states that the roadway is a shared space or living street; the sign shall be approved by the City prior to installation.
8. The roadway must include lighting features which are designed to provide a minimum of 1.5 foot-candles to all portions of the roadway and physical features with an average-to-minimum uniformity ratio of 3:1; the comfort zone need not be assessed for lighting.
9. Where parking stalls are provided within a living street, they may be counted toward the required minimum parking per KMC 18.40, provided that turning movements into the public right-of-way are not required to enter/exist the stall.

Section 7: Intersection Design

The design criteria in this chapter apply to street intersections. Intersections, as applied in this chapter, shall not include individual residential driveways or joint-use driveways, but shall include all other roadway types, both public and private.

As much as possible, intersection design shall conform to the guidelines set forth in AASHTO Policy on Geometric Design. For state highways, refer to WSDOT design manual(s).

7.01 Alignment

The angle of an intersection of two streets or a driveway with a street shall be between 85˚ and 95˚ and must maintain this angle a minimum of 10 beyond the right of way or easement line, unless otherwise approved by the City Manager. Exceptions may be granted for driveways within the limits of a cul-de-sac bulb.

7.02 Spacing

Spacing between adjacent intersecting streets, whether crossing or T-connecting, shall be as shown in Table 7.1.

Table 7.1

When highest classification involved is:	Minimum centerline offset shall be:
Boulevard or Arterial	500 feet
Neighborhood Connection	300 feet
Urban Avenue	150 feet
Any lesser street classification	100 feet

7.03 Design Vehicles

A. Intersections shall be designed to accommodate the design vehicle appropriate for the highest classified street forming the intersection.

B. The intersection design shall accommodate the use of the roadway as a designated truck route, bus route, or school bus route, where appropriate.

C. The minimum design vehicle is the SU-30, although use of larger design vehicles may be required depending on roadway classification, transit routes, and adjacent land use.

D. All elements of the intersection shall be designed so the design vehicle will not encroach onto sidewalks, walkways, landscaped areas, or the opposing travel lane.

   1. Improvements associated with traffic calming devices or alternative roadway designs may be designed with mountable curbs provided that the area is not part of a pedestrian pathway and is a paved surface.
   2. Improvements associated with traffic calming devices or alternative roadway designs may be designed such that they result in temporary movements into the opposing traffic lane, provided that appropriate transitions and signage are provided.

7.04 Curb Radii

A. Curb radii design must balance vehicle turning movements with pedestrian safety. Typically, it is appropriate to use the smallest turn radii possible that still accommodates the design vehicle.

B. Curb radii are not required for individual driveways (commercial or residential), alleys, joint-use driveways, and private access streets.

C. For design, round curb radii to the nearest five foot increment.

D. Typical curb radii based on street classification are shown in Table 7.2. However, these values may be impacted by site conditions, including width of receiving lanes, on-street parking, and angle of intersecting roadways.

E. A proposal for a curb radius design must be accompanied by supporting documentation for review and approval by the City.

Table 7.2

Street Classification (for highest street classification at intersection)	Radius (feet)
Boulevard or Neighborhood Connection to Boulevard or Neighborhood Connection	35
Boulevard or Neighborhood Connection to Local Street	25
Local Street to Local Street	20
Transit/Truck Route	30

7.05 Drainage

A. An intersection shall be laid out and graded so that surface water drains and the intersection is safe and accessible for pedestrians and bicyclists.

B. Drainage structures shall not be placed in an ADA ramp, landing, or crosswalk area.

C. Drainage structures should be located outside the corner radii to the maximum extent feasible.

D. Drainage structures should be placed at upstream side of existing or proposed curb return ramps to reduce runoff or ponding in the ADA pathway.

E. All private roads shall collect onsite surface runoff prior to flowing across any public walkways and convey the runoff to the public drainage system without impacting the pedestrian travel way.

7.06 Intersection Grades

A. On sloping approaches at an intersection, landings shall be provided with grade not to exceed one foot difference in elevation for a distance of 30 feet approaching an arterial or 20 feet approaching all other streets, measured from the edge of traveled way.

7.07 Pedestrian Treatments

A. Accommodations for pedestrians shall be designed into all intersections. Pedestrian accommodations include sidewalks, crosswalks, pedestrian refuge islands, and pedestrian signals and signal buttons. All pedestrian accommodations must be designed to meet current ADA standards.

B. Vaults, covers, castings, or drainage grates shall not be placed within the crosswalk, or within curb ramps or landing areas.

C. Crosswalks shall be provided on all new stop-controlled intersections where the highest roadway classification exceeds a local access street. Crosswalk may be required on local access streets at the discretion of the City Manager. Where required, crosswalk markings shall comply with KCRS Figure 4-002 and Figure 4-003

D. Curb ramps shall be provided per Section 8.05

E. When street paving or re-surfacing impacts the accessible route through the intersection, including crosswalks and legal crossing locations, the intersection must be retrofitted or upgraded to meet the current ADA standard; retrofits and upgrades may be required on all curb ramps, landings, pedestrian signals, and pedestrian push buttons associated with the impacted accessible route.

7.08 Sight Distance Triangle

A. For the intersection of a driveway with a public street, a sight distance triangle for a site access point shall be determined by measuring 15 feet along the edge of travel way and 15 feet along the edges of the driveway beginning at the respective points of intersection. The third side of each triangle shall be a line connecting the end points of the first two sides of each triangle.

B. Where pedestrian facilities, including walk able shoulders, exist at an intersection of a driveway with the public street, a sight distance triangle for a site access point shall be determined by measuring 15 feet along the back edge of the walkway and 15 feet along the edges of the driveway beginning at the respective points of intersection. The third side of each triangle shall be a line connecting the end points of the first two sides of each triangle.

7.09 Bicycle Accommodations

All intersection shall be designed to accommodate bicycle facilities to the maximum extent feasible.

A. Bicycle lanes shall be clearly distinguished with striping and signage as needed to safely move vehicles and bikes through any given intersection allowing proper consideration for merging traffic and the addition of lanes, or lane transitions, required for turning movements through the intersection.

B. Bicycle boxes shall be provided at all signalized intersections unless otherwise approved by the City Manager. Bicycle boxes, where required, shall be filled with green surface painting unless otherwise approved by the City Manager.

Section 8: Roadside Features

8.01 Sidewalks

A. Sidewalk shall be constructed in the location and at the width identified in Section 6. Sidewalk width dimensions shall be exclusive of, and in addition to, any portion of the curb and gutter, pedestrian curbing, fencing, and/or fall protection measures.

B. Sidewalk shall be constructed with Portland cement concrete surfacing.

   1. Permeable cement concrete pavement may be used where soil conditions are favorable, subject to approval by the City Manager.

C. Sidewalks shall be constructed adjacent to the required amenity zone, between the amenity zone and the limits of right-of-way. Where an amenity zone is not provided or required, sidewalk shall be constructed next to the curb or parking strip unless otherwise approved by the City Manager.

D. Extended off-street walkways may be required by the City Manager to provide direct connections to existing pedestrian facilities or along Safe Routes to School as identified by City or school district.

E. Sidewalk adjacent to retaining walls above the sidewalk elevation shall be 1 foot wider than the minimum width listed in Section 6 unless otherwise approved by the City Manager.

F. All utility lids within the sidewalk surface shall comply with current ADA vertical discontinuity standards and shall be coated with a slip resistant coating compliant with current ADA standards.

G. No fixed object may be placed within the sidewalk, including utility poles and poles bases, which restrict the sidewalk width to less than 4 feet minimum.

8.02 Curb & Gutters

A. Vertical curb and gutter shall be used on all new or widened public roads.

B. Rolled curb is only permitted where it replaces or matches existing conditions, is used as part of a traffic calming device, or is used as part of an alternative roadway design. Except for cases which are solely replacement of existing curb, the use of rolled curb must be approved by the City Manager.

C. Extruded curb is not allowed in public right-of-way, unless it is otherwise approved by the City Manager.

8.03 Construction of Curbs, Gutters, and Sidewalks

A. Sub-grade compaction for curbs, gutters, and sidewalks shall meet a minimum 95 percent of maximum density. A minimum 4-inch section of crushed surfacing is required below the curb, gutter and sidewalk.

B. Concrete for curbs, gutters, and sidewalks shall be Class 4000, furnished and placed in accordance with WSDOT/APWA Standard Specifications, Sections 6-02, 8-04, and 8-14. Cold and hot weather precautions as set forth in WSDOT/APWA Standard Specifications Sections 5-05.3(14) and 6-02.3(6)A shall apply.

C. Sidewalks shall be constructed of concrete with a minimum 5-inch thickness.

D. Sidewalk shall be constructed in compliance with current ADA standards.

E. Concrete sidewalks shall be cured for at least 72 hours. Curing shall be by means of moist burlap or quilted blankets or other approved methods. During this curing period, all traffic, both pedestrian and vehicular, shall be excluded.

F. Curb shall be constructed per KCRS Figure 3-002 and Section 9.02

G. Joints shall be spaced at ten (10) foot intervals and in accordance with KCRS Figure 3-001.

H. Transitions between curbs with sidewalks to shoulder roadway sections shall meet the following requirements unless otherwise approved by the City Manager:

1. At intersections, curb wraps shall extend around the entire radius and curb ramp(s) shall be provided at the terminus corner.
2. For straight connections or mid-block transitions, a temporary concrete ramp, compliant with ADA standards shall be provided.
   i. KCRS Figure 3-014 may serve as a general guideline for construction of the ramp, but may be subject to revisions of the ADA requirements.
   ii. An ADA compliant detectable warning surface is required at the bottom of the ramp.
   iii. Where the bottom of the ramp lies outside the limits of existing pavement, a minimum 4 foot by 4 foot asphalt landing shall be provide which does not exceed 2% maximum slope in any direction and the entire distance between the landing and existing edge of pavement shall be paved.

8.04 Expansion Joints and Sidewalk Finishing

A. An expansion joint consisting of 3/8 inch or1/4 inch of pre-molded joint material shall be placed full depth around fire hydrants, poles, posts, and utility castings and along walls or structures in paved areas. Joint material shall conform to the requirements of ASTM D994 (AASHTO M33). See KCRS Figure 3-001.

B. An expansion joint consisting of 3/8 inch or 1/4 inch of pre-molded joint material shall be placed in the upper two inches of curbs and sidewalks at 10-foot intervals and at sides of drainage inlets. When curbs and/or sidewalks are placed by slip forming, a pre-molded strip up of 1/2 inch thick expansion joint, with a 2 inch to full depth section as described above.

C. Expansion joints in sidewalk shall be located so as to match the joints in the curb whether sidewalk is adjacent to curb or separated by planting strip.

D. Interface between curb and adjacent sidewalk on integral pour construction shall be formed with 1- inch radius edging tool. On separate pour construction an expansion joint consisting of 3/8 inch or 1/4 inch of pre-molded joint material shall be placed full depth between the curb or thickened edge and the adjacent sidewalk.

E. Unless otherwise specified in Section 2.06, sidewalk finishing shall be trowelled smooth with a steel trowel. Before jointing or edging, the surface of the walk shall be lightly brushed in a transverse direction (perpendicular to roadway) with a soft brush. Tool marks consisting of 1 inch V-grooves must be made in the sidewalk at five-foot intervals, intermediate to the expansion joints.

8.05 Curb Ramps

A. On all curbed streets, ramped sections to facilitate passage of disabled persons shall be constructed through curb and sidewalk at street intersections, other crosswalk locations, or anywhere a raised pedestrian facility begins or terminates.

B. In general, when a feature in the right-of-way is altered, the requirements for new construction must be applied to the maximum extent feasible within the scope or boundary of the project that has been planned.

C. Overlays and most surface treatments which impact the crosswalk or pedestrian pathway between

existing curb ramps are considered alterations of the right-of-way and require upgrading ADA facilities to current standards.

D. All proposed, altered, or constructed ramps shall meet all current ADA standards to the maximum extent feasible. Where all elements of the ADA requirements cannot be met, the project engineer shall provide Maximum Extent Feasible (MEF) documentation. MEF documentation must:
   1. Identify any portion of all ramps associated with the project which are not fully compliant, and
   2. Provide justification for why those elements cannot be designed or constructed to be fully compliant, and
   3. Include a stamp and signature from the licensed engineer responsible for the documentation, and
   4. Be approved by the City's Public Work Director.

E. The curb ramp details provided in Appendix B are intended as general guidance; errors or omissions in the detail drawing do not excuse the applicant from having to fully comply with the ADA standards. In the case that ADA standards are updated and the details no longer represent the current ADA standard or interpretations, the detail shall be considered void and shall not be referenced in plans or construction documents.

F. Each proposed curb ramp shall be specifically detailed on the construction drawings with unique site elevations based on the proposed design and shall provide spot elevations at all significant grade breaks including, but not limited to, all corners of the required landings, the top and bottom of ramp, and gutter slope.

G. Where a ramp is constructed on one side of the street and a sidewalk or raised pedestrian facility exists on the opposite side of the street, a receiving ramp shall also be provided on the opposite side of the street. Where a raised pedestrian facility does not exist on the opposite side, a second ramp is not required.

H. Two ramps shall be provided per curb return, to the maximum extent feasible.

I. Curb ramps shall be positioned so that a ramp opening is situated within the marked crosswalk, or crossing area if unmarked. See Section 7.07 for additional direction.

J. The ramps shall have detectable warnings surfaces consisting of raised truncated domes and a contrasting surface across the entire opening of the ramp. The surface shall extend joint to joint across the opening and shall remain within 2-inch of the back of curb at all points.

K. Directional ramps shall not be permitted unless used as temporary ramps at the end of frontage improvements which are located outside the limits of an intersection, or as otherwise approved by the City Manager.

8.06 Concrete Steps and Barrier-Free Access Ramps

A. Steps shall only be used where an acceptable alternative access is available for barrier-free access, and there is a need for a separate stairway. Where used, concrete steps shall be approved by the City Manager and constructed in accordance with KCRS Figure 5-007 or other design acceptable to the City Manager and consistent with the WSDOT/APWA Standard Specifications.

B. Ramps used to provide barrier-free access shall have a maximum slope of 12:1 with a maximum rise of 30 inches between landings. Landings shall be a minimum of 5-feet by 5-feet.

C. Handrails, whether for steps or other applications, shall be provided consistent with KCRS Figure 5-007 and the WSDOT/APWA Standard Specifications.

8.07 Asphalt Shoulders

A. Asphalt paved shoulders may only be used where approved by the City Manager on existing roads to provide for bicycle and pedestrian use.

B. Where shoulders are provided, they shall be delineated by a four-inch white thermoplastic edge line; additional raised pavement markers for further delineation of the shoulder may be required for pedestrian safety at the discretion of the City Manager.

8.08 Bikeways

Every effort shall be made to include safe bikeways on all new roadways and reconstruction projects, unless bicyclists are prohibited by law from using the roadway. Design considerations for bikeways shall be assessed on a case by case basis, but shall generally comply with the following standards:

A. At a minimum, projects shall include the bicycle facilities identified in the City Transportation Element of the Comprehensive Plan and as shown in Appendix A, unless otherwise approved by the City Manager

B. The planning and design of bikeways in any category shall be in accordance with the WSDOT Design Manual and the AASHTO Guide for the Development of Bicycle Facilities, current edition.

C. Bike lanes, where required, shall be a minimum of 5 feet in width unless otherwise approved by the City Manager.

D. Pavement markings shall be used on bike lanes and paths according to MUTCD and AASHTO Guide for the Development of Bicycle Facilities, current edition.

E. The design of all signalized intersections shall address bicycle usage.

8.09 Fixed Objects

When placing new fixed objects along a roadside or along a median with a traffic curb, attempt to select locations with the least likelihood of an impact by an errant vehicle and shall generally be as far from the travel way as feasible. In addition to sound engineering judgment and analysis, the following minimum standards shall apply to all fixed, or non-break-away, objects within the public right of way. The following constraints on obstacle location will not apply to locations not accessible by moving vehicles, "breakaway" structures whose break-off resistance does not exceed that of a single 4 inches x 4 inches wood post or a 1.5-inch standard (hollow) iron pipe or to "breakaway" fire hydrants installed to manufacturer's specifications.

A. Fixed objects along SR-522/Bothell Way NE, or any roadway with a posted speed limit exceed 35 mph, shall comply with the Clear Zone requirements of Chapter 1600 of the WSDOT Design Manual.

B. On roadways less than 35 mph, no new fixed object shall be placed with any portion of the object being closer than 2' to the face of curb.

   1. The City may require that a clear zone analysis be submitted and approved by the City prior to a permit being issued for a project which proposes a fixed object placed within 10 feet of the travel way for boulevards, urban avenues, and/or neighborhood connections.

C. Fixed objects within a public right of way shall not be located closer than ten feet to any driveway or private road, unless a modification is approved by the reviewing Engineer. Fixed objects shall be located such that they do not compromise vehicular or pedestrian sight distance.

D. All clear zone measurements shall be taken from the edge of travel way. The edge of travel way shall be defined as the interior limits of the fog line where edge striping exists or the edge of pavement or face of curb where edge striping does not exist.

8.10 Amenity Zone

A. All streets constructed or improved under these Standards shall have an amenity zone per Appendix A, Section 6.04, or Section 6.05

B. Amenity zones shall be no less than 4 feet in width unless otherwise approved by the City Manager.

C. The amenity zone must be between the curb and the sidewalk, unless site conditions, or an approved alternate street design, preclude this location.

D. Street light poles, traffic signs, and other public amenities should be located in the amenity zone to the maximum extent feasible.

8.11 Illumination

B. Street signage and lighting is required for all new subdivision, commercial, or multifamily projects, unless otherwise approved by the City Manager, in accordance with Kenmore Municipal Code 17.20.105 and 17.20.107 respectively.

C. All new street lights in the City of Kenmore shall be LED compatible and shall provide a new LED bulb at the time of installation.

D. Street illumination shall be provided on all new roadways. Illumination will also be required as identifiers when a local road intersects an arterial. Illumination of roadways with turn channelization will include all lane tapers.

E. The illumination system shall be designed to provide a minimum of 1.2 foot-candles with an average-to-minimum uniformity ration of 3:1, except at intersections where the system shall be designed to provide a minimum of 1.5 foot-candles with an average-to-minimum uniformity ratio of 3:1.

F. When illumination is required for sag vertical curves the system shall be designed to provide a minimum of 0.4 foot-candles within the limits of the sag curve with a maximum average foot-candle value of 1.0. If an intersection is adjacent to the sag vertical curve, the illumination must include the intersection.

G. A photometric analysis of the lighting pattern for a specific project may be substituted for these standards if approved by the City.

H. Developers / applicants shall contact Puget Sound Energy's Into-Light Division for design services.

I. Complete calculations for structural design, including anchor bolt details, shall be prepared by a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural Engineering.

J. In all areas of the City except for those areas which are zoned downtown residential, downtown commercial, community business, and regional business, urban corridor, and waterfront commercial zones the street lighting shall be installed using the following product types unless otherwise approved in writing by the City Manager:

   1. Base Style: Victorian V
   2. Base Material: Concrete
   3. Base Color: Black
   4. Head Type: Dayform
   5. Head Color: Black

8.12 Landscaping

A. Street trees and landscaping should be incorporated into the design of road improvements for all classifications of roads.

B. Street trees are required at 40 foot centers on all public local access roads and as directed per the road section in Appendix A for arterials, boulevards, and neighborhood connections.

C. The trees shall be:

1. Located within the amenity zones when required and within the street right-of-way when feasible and when approved by the City;
2. A species approved by the City if located within the street right-of-way and compatible with overhead utility lines;
3. Maintained by the adjacent landowner unless part of a City maintenance program; and

D. The trees may be spaced at irregular intervals to accommodate sight distance requirements for driveways, intersections, utilities, and/or Low Impact Design facilities.

E. All trees adjacent to walkways shall have a 7-foot minimum branching height at time of planting. This may be reduced if trees are more than 5 feet from the back of sidewalk.

F. Minimum height clearance of existing trees adjacent to new road shall be 15 feet above the finished roadway grade.

G. Commercial root barriers shall be required for all trees planted in amenity zones or at the back of sidewalks and curbs.

H. Additional landscaping features may be required for downtown areas as identified in Section 2.06.

8.13 Mailboxes

A. All projects which create new or additional residential, commercial, or industrial units must provide necessary improvements for mail delivery in accordance with the Bothell Post Master.

B. Mailbox products and installation shall be in accordance with the Post Master requirements.

C. A minimum 5 feet clearance must be maintained around all portions of any mailbox placed within a sidewalk, shoulder, or walkway.

D. Where existing mailboxes will be impact by required street improvements, temporary considerations must be made in order to maintain constant mail services to all addresses.

E. Where existing mailboxes will be impact by required street improvements, relocation or replacement of the existing mailboxes shall be coordinated with the Post Master and City inspector.

F. Mailboxes for projects located within the downtown areas identified in Figure 2.1 shall coordinate mail delivery without placing a new mailbox along the project frontage; mail receptacles shall be placed on, within, or behind the building structure to the maximum extent feasible, subject to Post Master approval.

8.14 Cut and Fill Slopes

A. Side slopes shall generally be constructed no steeper than 2:1 (H:V) on both fill slopes and cut slopes. Steeper slopes may be approved by the City upon showing that the steeper slopes, based on soil analyses, will be stable.

B. Side slopes shall be stabilized by grass sod or seeding or by other planting or surfacing materials

acceptable to the City.

8.15 Guardrail

To ensure a safe roadway configuration, the following features shall be included in the roadway design in order of preference:

A. 4:1 (H:V) or flatter fill slopes adjacent to the roadway where the slope drop is greater than 6 feet.
B. Provide 3:1 (H:V) or flatter fill slopes where 4:1 (H:V) slopes cannot be provided and the slope drop is greater than 6 feet.
C. Provide 2:1 (H:V) or flatter fill slopes where 3:1 or 4:1 (H:V) slopes cannot be provided and the slope drop is greater than 6 feet.
D. Evaluate need for barrier systems and provide design in conformance with WSDOT/APWA Standard Plans, Standard Specifications, and the WSDOT Design Manual.

8.16 Vertical Drops

The standards of this section shall apply to new grading only and shall not require existing drops to be retrofitted unless additional grading work is proposed.

A. All slopes which exceed 2:1 in slope shall be considered a vertical drop.
B. Any vertical drop within, or immediately adjacent to, the right-of-way or other common area which exceeds 18 inches in total vertical height, as determined by the City, shall require a handrail or fence sufficient to address the fall hazard.
C. Any vertical drop within, or immediately adjacent to, the right-of-way or other common area which does not exceed 18 inches in total vertical height, as determined by the City, shall require a minimum 4-inch pedestrian curb to separate the public improvements from the vertical drop.
D. The City reserves the right to require handrail or fencing for any vertical drops within or adjacent to the right-of-way which are considered a safety hazard as determine by the city Manager.

Section 9: Surface Treatments

9.01 Residential Streets & Sidewalks

A. The minimum pavement section for new residential streets, lanes, shoulders, sidewalks and bikeways shall be as indicated in Table 9-1.

B. The minimum pavement thickness for repairs, patches, replacements, extensions, and/or modifications within existing residential streets, lanes, shoulders, sidewalks and bikeways shall match the existing pavement thickness or be as indicated in Table 9-1, whichever results in a greater thickness of pavement.

C. Table 9-1 is only applicable for stable compacted subgrade constructed with suitable materials.

D. Alternative, porous, or pervious pavement types may be used on private roadways and on public sidewalk only; use of alternative pavement within the right-of-way may require additional material submittals. Any alternative pavements shall be designed by a license geotechnical or civil engineer and appropriately designed for the proposed materials and site conditions and shall be approved by the City prior to construction.

E. Any proposed exception to these materials may be subject to soils strength testing and traffic loading analysis, and subject to City review and approval. At any time during construction, should a question on the suitability or placement of native soil or import materials exist, the inspector may require a geotechnical evaluation to address soil conditions. When required, the report shall be prepared, stamped, and signed by a licensed geotechnical or civil engineer, registered in the State of Washington, and shall include an assessment of the site conditions and recommendations for corrective actions. A copy of maximum density curves and all associated compaction test reports shall be included with the report. All materials shall meet the requirements of the WSDOT Standard Specifications unless otherwise approved.

Table 9-1Residential Streets, Shoulders, Sidewalks, Walkways and Bikeways

TYPE OF FACILITIES	HOT MIX ASPHALT (HMA) CLASS ½-inch	HMA CLASS ¾-inch OR 1-inch	CRUSHED SURF. TOP COURSE	CRUSHED SURF. BASE COURSE	PORTLAND CEMENT CONCRETE
STREETS & SHOULDERS					
Preferred Design Section	2-inches	4-inches			
Optional Design Section	3-inches		1 ½-inches	8-inches	
Alternative Pervious Pavement (Private Only)	Per Engineer Design				
SIDEWALKS					
Standard Pavement				2-inches	4-inches Class 4000
Alternative Pervious Pavement	Per Engineer Design				

9.02 Requirements for Residential Streets on Poor Subgrade

The minimum material thickness indicated in Table 9-1 is not acceptable if there is any evidence of instability in the subgrade. This includes but is not limited to free water, swamp conditions, fine-grained or organic soil, slides or uneven settlement. If any of these characteristics are present, the soil shall be sampled, tested, and a pavement section designed in accordance with Section 9.03. Both the soils test report and the resulting pavement design will be subject to review and approval by the City.

9.03 Arterials and Commercial Access Streets

A. Rigid pavement designs for arterial and commercial access streets shall be prepared by a licensed professional civil engineer registered in the State of Washington and in accordance with the current "AASHTO Guide for Design of Pavement Structures".

B. Flexible pavements shall be designed using a layered design analysis in accordance with the "AASHTO Guide for Design of Pavement Structures".

C. Materials shall meet WSDOT specifications.

D. The pavement design shall be based on soil parameters reflecting actual field or laboratory tests, and a traffic loading analysis. A subsurface investigation shall be performed in order to provide information on any materials that would cause settlement, stability, or drainage problems. Soil used for the design analysis shall be representative of the native subgrade conditions. The traffic loading analysis shall include traffic volume, percentage growth rate, and axle loadings.

E. Pavement design sections shall not be less than those required for residential streets.

F. The roadway section for a multi-family residential development can be designed and constructed to meet the requirements of a residential roadway section.

G. The following design inputs shall be used for calculation of the pavement section:

1. Pavement Design Life = 20 years
2. Reliability (R) = 85%
3. Overall Standard Deviation (S_0) = 0.50
4. Design Serviceability Loss (ΔPSI) = 1.5
5. Drainage Coefficient (m) ≤ 1.0
6. Layer Coefficients
   i. Hot Mix Asphalt: ≤ 0.44
   ii. Crushed Surfacing: ≤ 0.14
7. Resilient Modulus (M_r)
   i. HMA: M_r = 450,000 psi
   ii. Crushed Surfacing Materials: M_r = 28,000 psi
   iii. Subgrade Soil: The subgrade M_r is based on actual field or laboratory tests. The subgrade M_r value used in the pavement design is not to exceed 15,000 psi.

H. Resilient modulus values for the subgrade soil shall be determined by Laboratory M_r tests or Falling Weight Deflectometer tests (FWD) performed in situ or default M_r values based on soil classification per the Unified Soil Classification System (USCS). The soil classification shall be based on laboratory testing of representative samples of subgrade soil.

I. USCS soil types shall be determined per ASTM D 2487. Default M_r values based on the USCS are as

follows:

Class	M_r (psi)	USCS Soil Type
A	15,000	GW, GP, GW-GM, GP-GM
B	12,500	GM, SW, SP
C	10,000	SW-SM, SP-SM, SM-ML[1]
D	7,500	GW-GC, GP-GC, SW-SC, SP-SC, SM-ML[2]
E	2,500	GC, GC-GM, SC, SC-SM, CL, CL-ML
F	Special Design[3]	MH, CH, OL, OH, Peat

(1) Nonplastic

(2) Plastic

(3) Class F soils require a special design required to stabilize the subgrade and will be subject to review and approval by the City.

9.04 Street Widening

A. When an existing asphalt paved street is to be widened the following requirements shall apply unless otherwise approved by the City Manager.

1. The edge of the driving lane shall be sawcut to provide a clean, vertical edge for joining to the new asphalt.
2. The existing asphalt may require grinding and/or removal as directed by the inspector, depending on the condition of the surface and as needed to control surface water flow.
3. After placement of the new asphalt section, the street shall be overlaid with a minimum of 2-inch HMA, Class 1/2-inch, plus a prelevel course, half-width throughout the widened area.
4. All failures and cracking on road surfaces must be repaired prior to the overlay; the limits of the overlay will be based on the condition of existing pavement and the extent of required changes to the surfacing and channelization.
5. If, for any reason, an overlay is not required, the joint shall be sealed with appropriate asphalt sealer.
6. When the City determines that potential impacts from a development warrant subgrade repairs prior to the overlay, the applicant must provide a geotechnical report that includes recommendations for repairing the subgrade.

B. If an existing shoulder, private driveway, or private roadway is proposed to be incorporated into a future traveled way the existing pavement shall be removed and replaced with a pavement section complying with these Standards. The responsibility for any shoulder material thickness improvement shall be considered part of the requirement for roadway widening.

1. Alternatively, a pavement evaluation can be performed. This evaluation shall analyze the structural capacity and determine any need for improvement. Designs based on these evaluations are subject to review and approval by the City.

C. Any widening of an existing roadway, either to add traveled way, or paved shoulder, shall have the same surfacing material as the existing roadway.

9.05 Overlays

A. Overlays shall require minimum thickness of 2-inches of new asphalt material.

B. Where overlays are required, a 2-inch grind is required prior to the overlay to maintain finished surface elevations to the maximum extent feasible. Additional grinding may be required to meet drainage and ADA requirements. Overlays without grinding require approval from the City Manager prior to being approved.

C. Existing asphalt berming or other drainage features to control surface runoff shall be maintained or restored during the overlay unless otherwise approved by the City Manager.

D. Unless otherwise directed in writing by the City Manager, the existing crown or directional cross slope of a roadway shall be maintained after the overlay.

E. Immediately following an overlay, the existing striping shall be restored as directed by the City inspector. Where striping cannot be permanently restored in the same day as the overlay, temporary striping shall be provided by the applicant to ensure safe movement of vehicles as director by the City inspector. At the City's direction, existing striping may be revised to match cross sections proposed in Appendix A or in the City's Comprehensive Plan

F. Where overlays match existing shoulders, transitions of material similar to the adjacent surface material shall be provided to ensure safe pedestrian use and acceptable vehicle transitions.

9.06 Materials and Lay-Down Procedures:

F. Materials and lay-down procedures shall be in accordance with WSDOT/APWA Standard Specifications and the requirement of this section.

G. Prior to placement of any curb, gutter, sidewalk, or pavement section a representative working under the authority of a licensed geotechnical engineer shall perform a compaction test on the sub-grade material; the material shall be compacted to a minimum of 95% of the maximum dry density before any paving material is placed.

   1. Compaction reports shall be submitted to the inspector prior to approval of any paved area.
   2. 1 compaction test shall be provided for every 100 linear feet of roadway, curb and gutter, or sidewalk. For roadway paving, the compaction requirement shall be assessed per travel lane.
   3. Separate compaction tests are required for each type of paved improvement (ie. curb and gutter vs. sidewalk vs asphalt roadway)

H. An additional proof roll and field investigation may be requested by the inspector to confirm the sub-grade is firm and unyielding. A single or dual axle dump truck, loaded to a minimum 90 percent maximum gross weight capacity, shall be used to perform the proof roll.

I. During surfacing activities utility covers in roadway shall be adjusted to the new finished grade.

J. Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall or before any imminent storms that might damage the construction. The City will have the discretion as to whether the surface and materials are dry enough to proceed with construction.

9.07 Asphalt Surfacing Repairs:

A. When repairing shallow holes and gouges in asphalt less than 1-inch deep, the surface must be thoroughly cleaned and all loose or broken material must be remove from the hole. The bottom and edges of the hole/gouge shall be swabbed with asphalt tack. HMA shall then be placed into the hole or

gouge and thoroughly tamped or rolled. The edges shall then be sealed in accordance with Section 5-04.3(19) of the WSDOT/APWA Standard Specifications.

B. For failures or holes/gouges exceeding 1-inch in depth, the minimum repair area shall be three feet beyond the perimeter. The existing pavement shall be sawcut or removed by a pavement grinder to the depth of the surrounding hole or damage. Asphalt for tack coat shall be applied to all surfaces of existing pavement in the repair area.

C. HMA shall be placed in lifts of not greater than 0.35- foot compacted depth and shall be thoroughly and uniformly compacted to not less than 91 percent of the maximum density as determined by AASHTO Test Method T-209.

D. Edges shall be sealed in accordance with Section 5-04.3(19) of the WSDOT/APWA Standard Specifications.

9.08 Pavement Markings, Markers, and Pavement Tapers

A. Pavement markings and raised pavement markers shall be used to delineate channelization, transit lanes, bus zones, lane endings, crosswalks and longitudinal lines to control or guide all users of the roadway system and shall conform to KCRS Figures 4-001 through 4-009.

B. When removal of existing pavement markings is required, a full-width overlay must be performed to remove any reflections of the old markings, unless otherwise approved by the City Manager.

C. Channelization and transitions shall be required when through traffic is diverted around a lane or obstacle, when connecting full-width streets with different cross sections, and when extending an existing street with a new cross section different than the existing one. Channelization shall also be required to redirect traffic back to its original alignment.

D. Channelization plans and crosswalk locations shall be approved by the City Manager.

E. **Tapers:**Where pavement widening less than 300 feet in length is abruptly ended and edge lines do not direct traffic to through lanes, Type 2 raise pavement markers shall be installed at 10-foot centers near the end of the paved area at a 10:1 taper.

F. **Crosswalks:** Crosswalks shall be installed at all intersections controlled by traffic signals and other areas approved by the City Manager. Crosswalks shall be installed in accordance with Section 7.07.

G. All pavement markings shall be laid out with spray paint and approved by the City inspector before they are installed.

H. Pavement markings for channelization shall be reflectorized hot or cold applied plastic. Extruded or sprayed markings shall be dressed with glass beads for initial reflectance. All materials shall have beads throughout to maintain reflectance as the material wears.

I. Pavement markings that indicate fire apparatus zones shall comply with KMC.15.10.055.

Section 10: Drainage

10.01 General

A. Drainage facilities shall be designed consistent with Kenmore Municipal Code 13.35 and the King County Surface Water Design Manual (KCSWDM), current edition, including pipe and ditch sizing, outfall protection, and temporary erosion an sediment control standards.

B. No drainage from new downspouts, splash blocks, etc. shall discharge across a sidewalk, walkway, or roadway.

C. Structures shall be placed and constructed as shown in the KCRS Figure7-001 through Figure7-029.

D. Materials, construction, and testing are specified in the WSDOT/APWA Standard Specifications. The City Manager may amend, delete, or add specifications or Standard Drawings. The City Manager may request that additional details, specifications, or standards be developed by project engineers and/or contractors as needed for specific projects; such items may be used freely by the City and incorporated into future revisions of the Kenmore Street Standards.

E. Where technical conflicts may occur between this document and the Surface Water Design Manual, the City Manager shall decide which document governs.

10.02 Road Ditches

A. Filling or elimination of roadside ditches shall only be permitted for direct driveway access and construction of urban type frontage improvements (curb, gutter, sidewalk, etc) which include a public walkway, unless otherwise approved by the City Manager.

B. Filling of existing ditches for any other reason, including for additional on-street parking, is not permitted unless otherwise approved by the City Manager. Furthermore, the City may request corrective action for any such filling activity which occurs without an approved permit from the City of Kenmore.

10.03 Storm Sewers and Culverts

A. Minimum pipe size within the public right-of-way or on any system to be maintained by the City of Kenmore shall be 12-inch diameter unless otherwise approved by the City Manger.

B. The minimum slope on all pipe types and sizes is 0.5% (V/H).

C. Pipes shall be installed in accordance with Section 7-08 of the WSDOT/APWA Standard Specifications.

D. Pipe systems and material type shall be designed in conformance with KCSWDM 4.2.1.

E. All storm sewer pipe and culverts shall be covered by a minimum two feet of cover unless the applicant submits detailed plans accompanied by manufacture's recommendations specifying allowable cover less than two feet in depth.

   1. Where 2 feet of covered cannot be provided, ductile iron pipe must be used and must maintain 1 foot of minimum cover.

F. Pipes which convey runoff over, across, through, or down a steep slope as define by KMC, must be surface mounted pipe which is fused or mechanically restrained at the joint and which is anchored per the requirements of KCSWDM 4.2.1.

G. All culverts which collect surface runoff from landscaped areas, ditches, or interceptor trenches without the use of a catch basin or manhole, shall include a debris cage or trash rack.

H. All new connections to an existing public underground drainage system shall be at a new or existing catch basin or manhole; no mid-span connections, tees, or "core-tapping" are permitted.

10.04 Catch Basin Locations and Junctions

A. Catch basins shall be spaced no greater than 150 feet for grades less than one percent, 200 feet for grades between 1 percent and 3 percent and 300 feet for grades 3 percent and greater.

B. Catch basins, per KCRS Figures 7-003 through 7-006, rather than inlets shall be used to collect storm water from road surfaces, unless approved by the City Manager.

C. Type 2 catch basins, per KCRS figure 7-005, shall be required where the depth to the invert of the pipe exceeds 5 feet, unless otherwise approved by City Manager.

D. All type 2 catch basins require access ladders and/or handholds to within 18 inches of the top and bottom of the structure.

E. Manholes, per KCRS Figures 7-007 through 7-011, may be used in lieu of catch basins if they do not collect surface water. Manholes must be used if inverts are greater than 18 ft deep, per KCRS Figure 7-005.

F. Roof and yard drains, or other concentrated flow from adjacent property shall not discharge over the surface of roadways, sidewalks, walkways, or shoulders.

G. Catch basins or manholes are required when joining differing types or sizes of pipes, unless otherwise approved by the City Manager.

10.05 Frames, Grates, and Covers

A. Metal castings for drainage structures shall not be dipped, painted, welded, plugged or repaired.

B. Porosity in metal castings for drainage structures shall be considered a workmanship defect subject to rejection by the City.

C. Castings for manhole rings shall be gray-iron conforming to the requirements of AASHTO M 105, Grade 30B. Covers shall be ductile iron conforming to ASTM A 536, Grade 80-55-06. Manhole rings and covers shall support a minimum loading of 25,000 pounds. All mating surfaces shall be machine finished to ensure a non-rocking fit.

D. All manhole rings and covers shall be identified as specified in the WSDOT/APWA Standard Specifications, Section 9-05.15.

E. Castings for metal frames for catch basins and inlets shall be cast steel, gray iron, or ductile iron as specified in Sections 9-06.8, 9-06.9, or 9-06.14 of the WSDOT/APWA Standard Specifications.

F. Castings for metal frames for catch basins, inlets, grates and solid metal covers shall support a minimum loading of 25,000 pounds.

G. Castings for grates and solid metal covers for catch basins and inlets shall be cast steel or ductile iron as specified in Sections 9-06.8 or 9-06.14 of the WSDOT/APWA Standard Specifications. The foundry name and material designation shall be embossed on the top of the grate. The material shall be identified as "CS" for cast steel and "DUC" or "DI" for ductile iron and shall be located near the manufacturer's name.

H. All grates and covers, including large grates placed over detention or water quality vaults, shall be seated properly to prevent rocking, including the replacement of existing covers with solid metal covers. Any warping or curvature of the metal that is not specified in the details or specifications shall be considered a workmanship defect subject to rejection by the City.

I. Subject to prior approval by the City Manager, other types and materials and drainage hardware may be used provided that recognized specifications are available to control quality and acceptable user experience with the product can be shown.
J. Unless otherwise specified, vaned grates, per KCRS Figure 7-018, shall be used with standard frame in the traveled way, gutter, or shoulder. Vaned grates shall not be located within crosswalks.
K. At sag vertical curves, on the end of downgrade cul-de-sacs, or before intersections with a grade four percent or greater, an analysis shall be done to assure that typical catch basin grates will collect the surface runoff. To collect excessive volumes of runoff or protect against plugged grates and overflow situations, the City Manager will require the use of through-curb inlet frames on vertical curbs, KCRS Figure 7-017. Where the through-curb inlets cannot be used, place a catch basin at the low point and two extra inlets located not greater than 0.1 foot above the low point grate within a distance of 25 feet.
L. For new storm drains on existing rolled curb roadways use KCRS Figures 7-019 through 7-021.
M. New catch basins that do not collect runoff shall use solid locking covers. See KCRS Figure 7-022. Existing catch basins, which no longer collect runoff, shall have their frame and grates replaced with solid covers, per KCRS Figure 7-015.
N. All storm drain covers and grates within the City right-of-way shall require locking lids and bolts. Additionally, all control structure and/or detention system storm drain covers shall be locking regardless of their location including hinged access points and large open grates.
O. Trench drains may only be used outside of City right-of-way unless otherwise approved by the City Manager. At a minimum, trench drains shall have catch basins or yard drains at either end unless used as a driveway culvert. The maximum distance between catch basins or yard drains along a trench drain shall be 100 feet.

10.06 Erosion Control

A. Provide erosion control as required in the King County Surface Water Design Manual or as specified by other guidelines and/or regulatory requirements.
B. When using geotextile for temporary silt fences, the material shall be designed specifically for erosion control. It shall meet the requirements of WSDOT Standard Specifications, Section 9-33.1, Table 6.
C. Fencing must be inspected regularly and after each significant storm event for damage. Silt fencing does break down under UV light. Sediment collected behind the fence must be removed so that this material does not push the fence over.
D. All sites shall be permanently stabilized prior to final approval.

10.07 Underground Structures

Where concrete structures are proposed below an area subject to traffic loading, including public roadways, private roadways, and parking lots, additional design consideration shall be applied.

A. Large grates which do not utilize typical manhole or catch basin lids, but be located outside of the travel way, sidewalk, and any other public walkways.
B. On private residential roads, residential access roads, and commercial access roads, maintenance access points and access openings shall be located to allow maintenance work to be completed while maintaining at least one lane open to vehicle travel.
C. On arterials or any roadway identified on the City's Layered Network included in appendix 'A', residential access roads, and commercial access roads, maintenance access points and access openings shall be located to allow maintenance work to be completed while maintaining at least one lane in each

direction open to vehicle travel.

D. Structures or vaults subject to traffic loading shall be structurally designed by a structural engineer currently licensed in the state of Washington to support HS-25 loading standards and shall include a design for an additional 45,000 lbs. point load, applied on an 18"x18" area.

1. Structural design plans shall be submitted to and approved by the City prior to construction of any such structure.
2. Additional striping or signage may be required at the discretion of the Fire Marshall to identify the structure location and alert emergency services of the structure below the surface.

Section 11: Utilities

11.01 Franchising Policy and Permit Procedure

A. Utilities to be located within existing and proposed City right-of-way shall be constructed in accordance with current franchise and/or permit procedure and KMC 12.55, and in compliance with these Standards. In their use of the right-of-way, utilities will be given consideration in concert with the traffic-carrying requirements of the road which are, namely, to provide safe, efficient and convenient passage for motor vehicles, pedestrians, and other transportation uses. Aesthetics shall be a consideration.

B. Underground installation of electric and telecommunication utilities is required in new urban development.

C. All permits for new placement and replacement of existing utility poles and other utility structures above grade shall be accompanied by written certification from the utility's professional engineer or from an agent authorized by the utility to certify that the installations conform to these Standards and that the proposed work is in conformity with sound engineering principles relating to street safety and Section 8.09.

D. Utilities are subject to Kenmore Municipal Codes and policies relating to drainage, erosion/sedimentation control and sensitive areas as set forth in Kenmore Municipal Code 13.35 and the Surface Water Design Manual.

E. Requests for exceptions to these Standards will be processed in accordance with variance procedure as referenced in Section 1.03.

11.02 Standard Utility Locations within the Right-of-Way

A. Utilities within the right-of-way on new roads or on roads where existing topography, utilities or storm drains are not in conflict shall be located as shown in typical sections, KCRS Figures 2-001 through 2-005, and as indicated below. Where existing utilities or storm drains are in place, new utilities shall conform to these Standards as nearly as practicable and yet be compatible with the existing installations. Above ground utilities located within intersections shall be placed so as to avoid conflict with placement of curb ramps and sidewalks. Mains and service connections to all lots shall be completed prior to placing of surface materials.

B. Gas and Water Lines:

1. Shoulder-and-Ditch Section: In shoulder 3 feet from edge of traveled lane.
2. Curb and Gutter Section: 1.5 feet back of curb, or at distance which will clear root masses of street trees if these are present or anticipated. If back of curb is not feasible then in the street as close to the curb as practical without encroachment of the storm drainage system.
3. Designated Side of Centerline: GAS: South and West. WATER: North and East.
4. Depth: 36 inches (3 feet) minimum cover from finished grade, ditch bottom or natural ground.

C. Individual water service lines and side sewers shall:

1. Be placed with minimum 36-inch (3 feet) cover from finished grade, ditch bottom or natural ground.
2. Use road right-of-way only as necessary to make side connections.
3. For any one connection, not extend more than 60 feet along or through the right-of-way, or the

minimum width of the existing right-of-way.

4. Water meter boxes, when placed or replaced, shall be located on the right-of-way line immediately adjacent to the property being served, unless otherwise approved by the City Manager.

D. Sanitary Sewers: In the general case, 5 feet south and west of centerline; depth 36-inch (3 feet) minimum cover from finished grade, ditch bottom or natural ground.

1. Side Sewers shall be provided to all adjacent lots or parcels.
2. Side Sewers shall be placed within ten (10) degrees of perpendicular to road centerline.

E. In the case of individual sanitary sewer service lines which are force mains the pipe shall:

1. Be minimum two inches I.D., or as required by the utility to maintain internal scouring velocity.
2. If nonmetallic, contain wire or other acceptable proximity detection features; or be placed in a cast iron or other acceptable metal casing.
3. Be placed with minimum three-foot cover from finished grade, ditch bottom or natural ground, within 10 degrees of perpendicular to road centerline, and extend to right-of-way line.
4. Be jacked or bored under road unless otherwise approved by the City Manager.

F. Sanitary and water lines shall be separated in accordance with good engineering practice such as the Criteria for Sewage Work Design, Washington Department of Ecology, latest edition.

G. Gravity systems, whether sanitary or storm drainage, shall have precedence over other systems in planning and installation except where a non-gravity system has already been installed under previous approved permit and subject to applicable provisions of such permits or franchises.

H. Electric utilities, power, telephone, cable TV, fiber optic conduit: All new services shall be installed underground with 36-inch (3 feet) minimum cover, either side of road, at plan location and depth compatible with other utilities and storm drains. If undergrounding of new utilities is not feasible at locations where ungrounded segments end or begin, new poles and other utility structures above grade shall conform to the following:

1. Utility poles or other approved essential roadside obstacles must comply with the clear-zone standards listed in Section 8.09.
   a. Notwithstanding other provisions regarding pole locations described in these standards, no pole shall be located so that it poses a hazard to the general public. Utilities shall place and replace poles with primary consideration given to public safety. Existing utility poles that do not comply with City standards and are struck are considered to be a hazard by the City and shall be mitigated by the utility in accordance with these Standards. Additionally, existing utility poles that comply with City standards and are struck at least two times within the same ten-year period shall be mitigated by the responsible utility in accordance with these Standards.
   b. Every effort shall be made to meet the standards during emergency replacement of existing utility poles and other structures. After a pole has been replaced, all utilities sharing that pole shall have a maximum of 180 days to relocate their facilities to the new pole and remove the old pole.
2. Locations of poles shall also be compatible with driveways, intersections, and other road features (i.e., they shall not interfere with sight distances, road signing, traffic signals, culverts, etc.). To the extent possible, utilities shall share facilities so that a minimum number of poles are needed.
3. Where road uses leave insufficient overhang, anchor, and tree-trimming space for overhead

utilities, additional easements and/or right-of-way may be required to accommodate the utilities. The costs associated with additional easements and/or right-of-way for this purpose shall be borne by the applicant, builder, or other party initiating the improvement. The associated cost of relocating the utility shall not be borne by the City.

11.03 Underground Installations

A. All hard surface roadways shall be jacked or bored. Exceptions will be considered on a case-by-case basis as needed.

B. Notwithstanding other provisions, underground systems shall be located at least 5-feet away from the road centerline. Additionally, the underground systems shall not disturb existing survey monumentation, unless there is no reasonable alternative.

C. When approved, the open cut shall be a neat-line cut made by saw cutting a straight continuous line. The current WSDOT/APWA Standard Specifications, Sections 7-08 and particularly 7-08.3(3) will generally apply unless otherwise stated.

   1. Trench sides shall be kept as nearly vertical as possible.
   2. Compaction and restoration must be done as detailed below and immediately after the trench is backfilled, so as to cause least disruption to traffic. The asphalt or cement pavement shall be cut a minimum of one foot beyond all edges of the trench.
   3. After backfill and compaction an immediate cold mix patch shall be placed and maintained in a manner acceptable to the City.
   4. A permanent hot mix patch shall be placed and sealed with paving grade asphalt within 30 calendar days.
   5. Cement concrete pavement shall be restored in accordance with Section 5-05.3(22) of the WSDOT/APWA Standard Specifications.
   6. On crossings required to be opened to traffic prior to final trench restoration, steel plates shall be installed by the contractor with cold patch wedges on all sides or as directed by the City.

D. Backfill in Roadway: The entire trench shall be backfilled with 5/8-inch minus crushed surfacing top course meeting the requirements of Section 9-03.9(3) of the WSDOT/APWA Standard Specifications unless otherwise approved by the City Manager.

   1. Native backfill may only be used upon approval of the material by the City inspector; the inspector may require a licensed geotechnical engineer to assess and certify the native material as suitable backfill.
   2. Backfill shall be placed and compacted mechanically in 6- inch lifts to 95 percent of the maximum density as determined by the compaction control tests described in Section 2-03.3(14)D of the WSDOT/APWA Standard Specifications. If the capability can be demonstrated, based on compaction equipment or quality of backfill to achieve 95 percent density in thicker lifts, the depth of backfill lifts may be increased up to 1 foot.

E. Pavement Restoration: Restoration of a trench within an asphalt pavement shall include HMA to the same thickness as the existing asphalt pavement or per Section 9, whichever is the greater.

   1. Concrete pavement shall be restored consistent with Section 5-05 of the WSDOT/APWA Standard Specifications. Any concrete pavement traffic lane affected by the trenching shall have all affected panels fully replaced.
   2. Asphalt pavement shall be repaired depending on the impacts to the asphalt surface as directed

below:

a. Any roadway surfaced within the previous 5 year shall be restored as directed in Section 2.07.

b. Cuts for pothole investigations, boring/receiving pits, for trenches which run perpendicular to the roadway which only impact one-side of the striped centerline, or for any cut which is entirely within limits of the roadway shoulder and is outside the existing or future travel way, shall neat cut the asphalt pavement 1 foot beyond the limits of the trench and patch with new asphalt material. The edges of the new asphalt patch shall be seal with asphalt binder (AR-4000 or approved equivalent).

c. Cuts running predominantly parallel to the roadway which only impact one side of the striped centerline shall be repaired as noted above in #2, except that the asphalt binder seal may be omitted and a half-width overlay must be provided between the striped centerline and the edge of pavement or curb and shall extend a minimum of 20 feet beyond the cut limits. Pavement undisturbed by trenching activities shall be ground as needed to meet the requirements of a half-width overlay.

d. Cuts of any type which impact more than one side of the striped centerline shall be repaired as noted above in #2, except that the asphalt binder seal may be omitted and a full-width overlay must be provided and shall extend a minimum of 20 feet beyond the cut limits. Pavement undisturbed by trenching activities shall be ground as needed to meet the requirements of a full-width overlay.

e. Any location where more than 2 separate cuts, of any type, are made within a 100 foot stretch of roadway shall be interpreted as a singular parallel cut with the overlay requirement as noted above.

f. Where a striped centerline does not exist, the half-width limits shall be at the crown line or as determined by the City Manager.

g. Overlays shall be consistent with Section 9.05.

F. Controlled Density Backfill: As an alternative to mechanical compaction, trench backfill above the bedding and below asphalt concrete may be accomplished by use of controlled density backfill (CDF) in a design mixture according to Section 2-09.3(1) E of WSDOT/APWA Standard Specifications.

1. The contractor shall provide a mix design in writing and the CDF shall not be placed until the City has reviewed the mix design and authorized its use.
2. CDF shall meet the requirements of Section 6-02 of the WSDOT/ APWA Standard Specifications and shall be accepted based on a Certificate of Compliance.
3. The producer shall provide a Certificate of Compliance for each truckload of control density fill. The Certificate of Compliance shall verify that the delivered material is in compliance with the mix design.

G. Backfill outside the roadway prism: Backfill outside the roadway prism shall be excavated material free of wood waste, debris, clods and/or any rocks exceeding six-inches in any dimension and meet compaction requirements.

11.04 Inspection & Notification

A. The applicant shall adhere to inspection notification requirements as consistent with the approved permit, existing franchise agreement, and Section 4.

11.05 Final Adjustment (To Finish Grade)

A. All utility covers, including drainage, which are located on proposed asphalt roadways, shall be temporarily placed at subgrade elevation prior to placing crushed surfacing material.

B. Final adjustment of all covers and access entries shall be made following final paving by:

1. Saw-cutting or neat-line jack hammering of the pavement around lids and covers. Opening should not be larger than 12 inches beyond the radius of the cover.
2. Removing base material, surfacing course, and frame; adding risers; replacing frame and cover no higher than finished grade of pavement and no lower than one-half inch below the pavement.
3. Filling and mechanically compacting around the structure and frame with crushed surfacing material or ATB, or placing in 5-inch minimum thickness of cement concrete Class 4000 to within 3 inches of the top.
4. Filling the remaining 3 inches with HMA compacted and sealed to provide a dense, uniform surface.
5. Final adjustment of all covers and access entries shall be completed within 30 days of final paving.

11.06 Final Cleanup, Restoration of Surface Drainage and Erosion/Sediment Control

In addition to restoration of the road as described above, the responsible applicant, utility, contractor, etc., shall care for adjacent areas in compliance with Sections 1-04.11 and 8-01 in the WSDOT/APWA Standard Specifications. In particular:

A. Streets and roads shall be cleaned and swept both during and after the installation work.

B. Disturbed soils shall be final graded, seeded and mulched after installation of utility. In limited areas seeding and mulching by hand, using approved methods, will be acceptable.

C. Ditch lines with erodible soil and subject to rapid flows may require seeding, matting, netting, or rock lining to control erosion.

D. Any silting or accumulation of construction debris of downstream drainage facilities, whether ditches or pipe and catch basins, which resulted from the construction activity shall be cleaned out and the work site restored to a stable condition as part of site cleanup.

E. Remove all temporary erosion and sediment control materials and fencing and dispose of properly.

[END]

APPENDIX A

10/13/2015 DRAFT Version

[TYPICAL ARTERIAL ROAD SECTIONS]

10/13/2015 DRAFT Version

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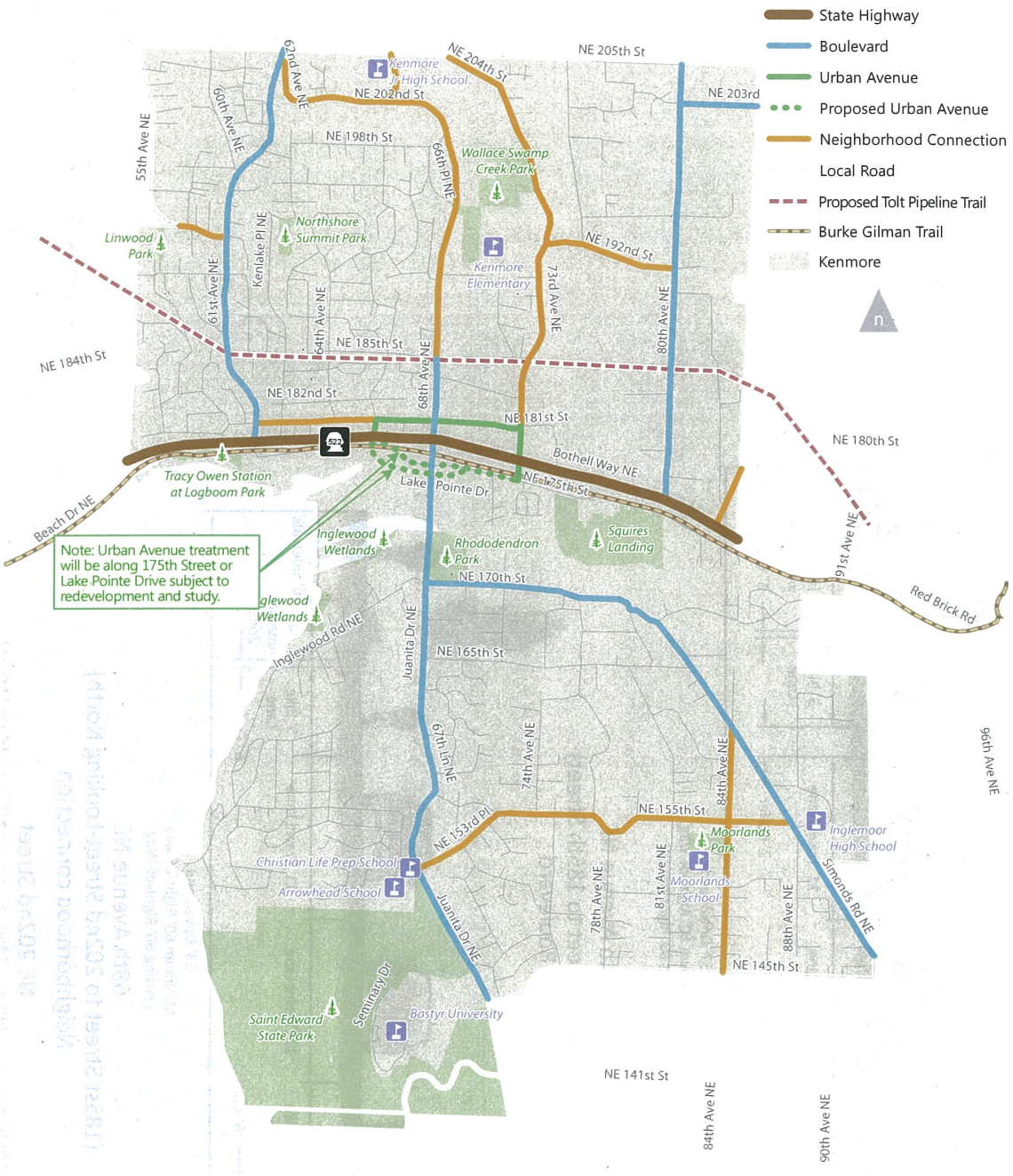

Figure 14.

City's Layered Network

FEHR PEERS

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig0x_lyrNet.mxd

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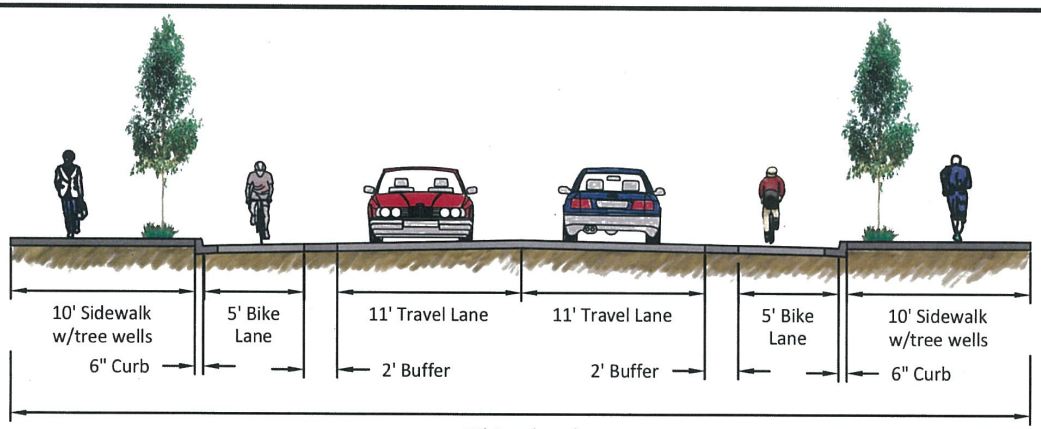
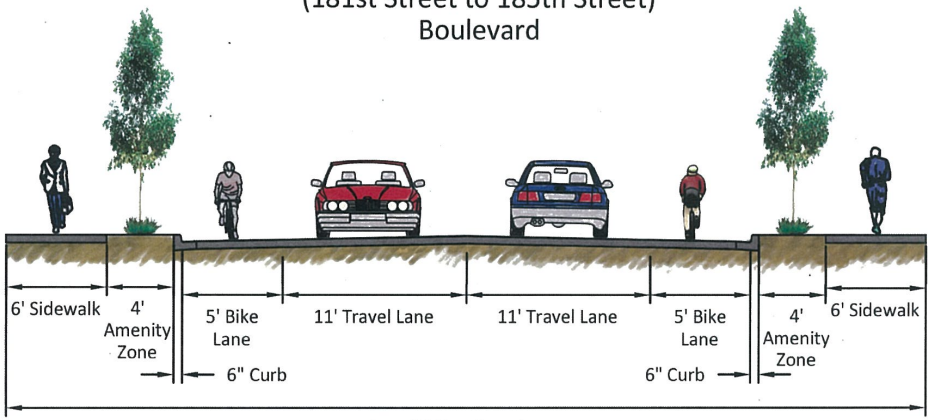


68th Avenue NE
(181st Street to 185th Street)
Boulevard



68th Avenue NE
(185st Street to 202nd Street-Looking North)
Neighborhood connection

NE 202nd Street
(68th Avenue NE to 61st Avenue NE-Looking West)
Neighborhood connection

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Figure 1

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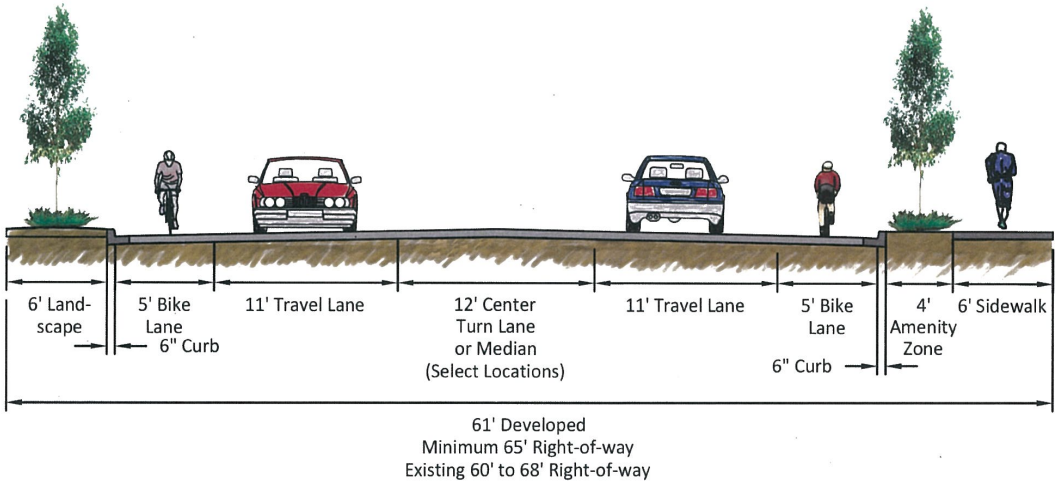
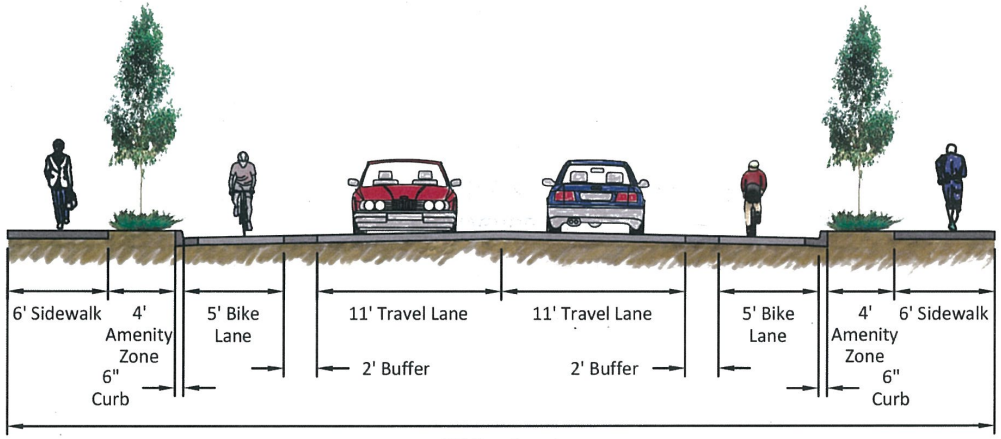


61st Avenue NE
(181st Street to 205th Street-Looking North)
Boulevard

Figure 2

10/13/2015 DRAFT Version

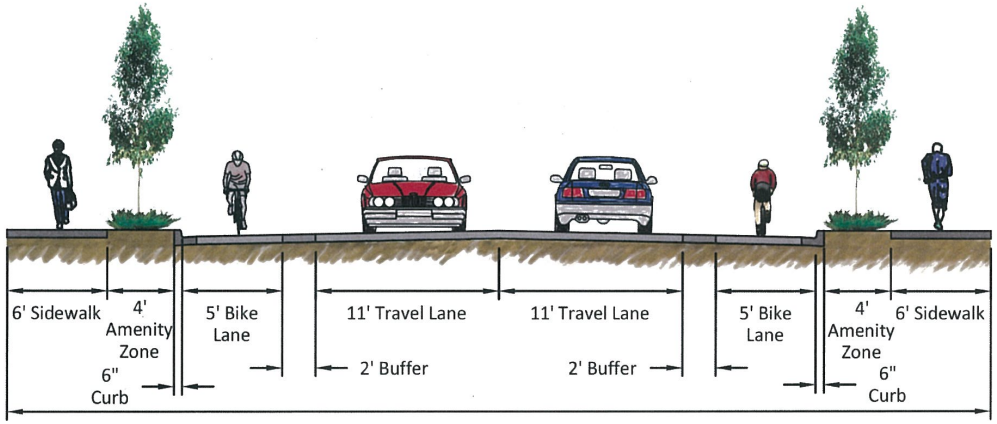


57' Developed
Minimum 60' Right-of-way
Existing 60' Right-of-way

80th Avenue NE
(SR 522 to 205th Street)
Boulevard

Figure 3

10/13/2015 DRAFT Version



57' Developed
Minimum 60' Right-of-way
Existing 58' to 60' Right-of-way

73rd Avenue NE
(181st Street to 205th Street)
Neighborhood Connection

Figure 4

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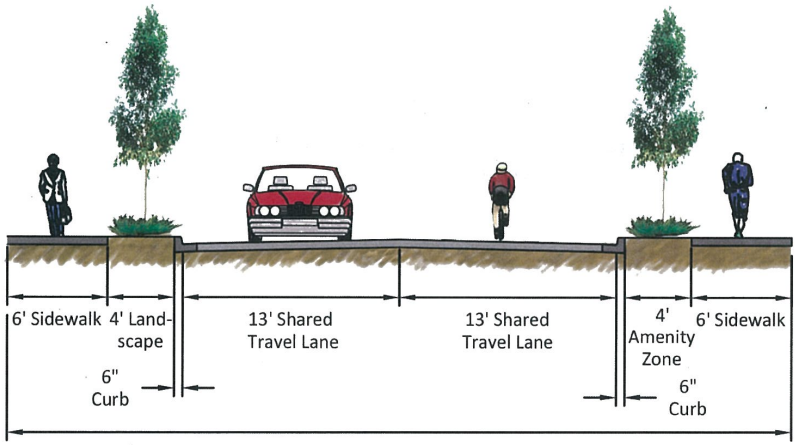
10/13/2015 DRAFT Version



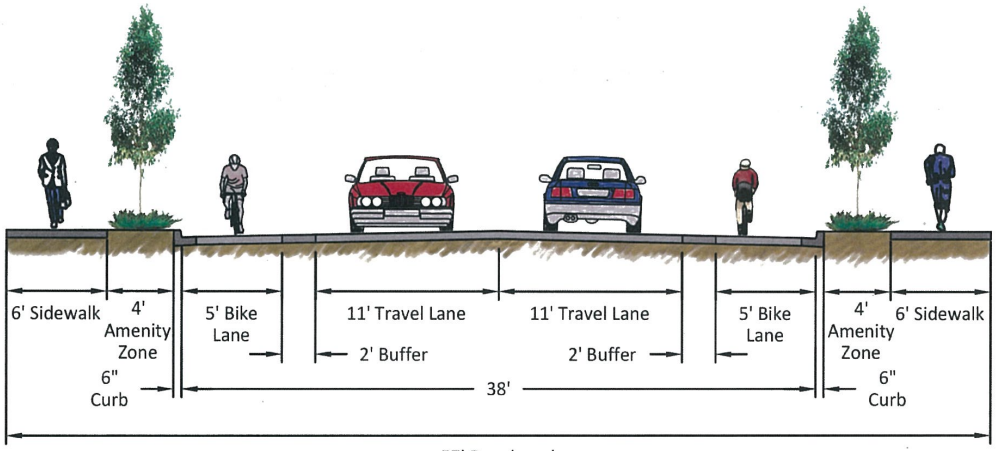
47' Developed
Minimum 50' Right-of-way
Existing 60' to 62' Right-of-way

NE 155th Street
(Juanita Drive NE to Simonds Road-Looking East)
Neighborhood Connection

*155th Street presently has sidewalks and a planter buffer on the north side of the street. planting buffers on the south side are a suggested developer option.

Figure 5

10/13/2015 DRAFT Version



57' Developed
Minimum 65' Right-of-way
Existing 60' to 80' Right-of-way
Exisitng Roadway Width: 36'±

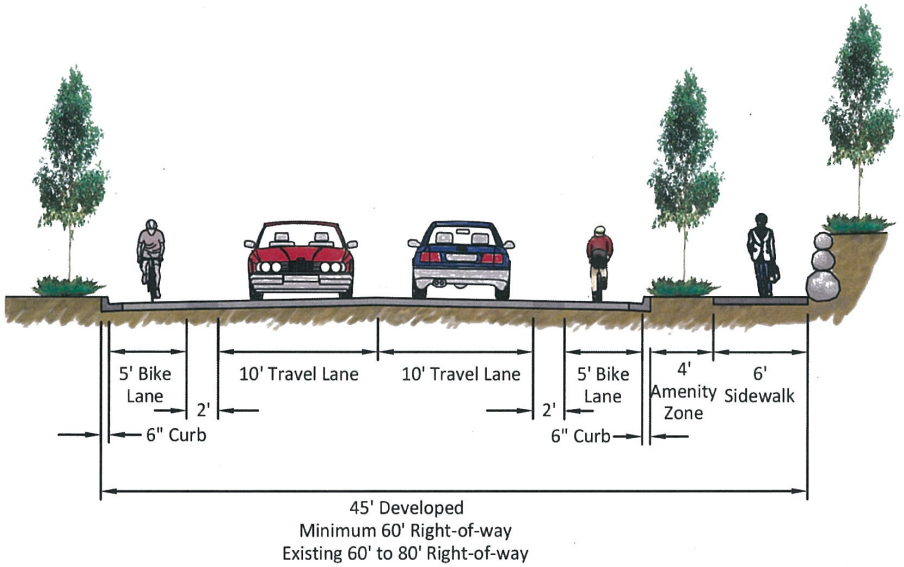
Simonds Road - Restriping
(NE 169th Street to 92nd Avenue NE)
Boulevard

NE 170th Street
(Juanita Drive NE to NE 169th Street)
Boulevard

*Overall roadway width, curb to curb, may vary. Minimum bike lane width shall be 5' and minimum travel land width shall be 10'. 2' bike buffer will be maintained.

Figure 6

10/13/2015 DRAFT Version

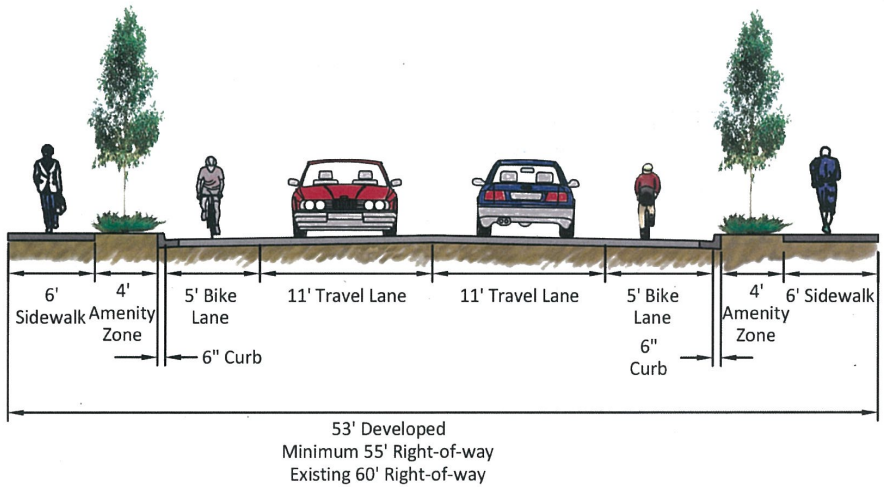


Juanita Drive NE
(Ne 170th Street to NE 141st Street-Looking North)
Boulevard

Figure 7

10/13/2015 DRAFT Version

10/13/2015 DRAFT Version

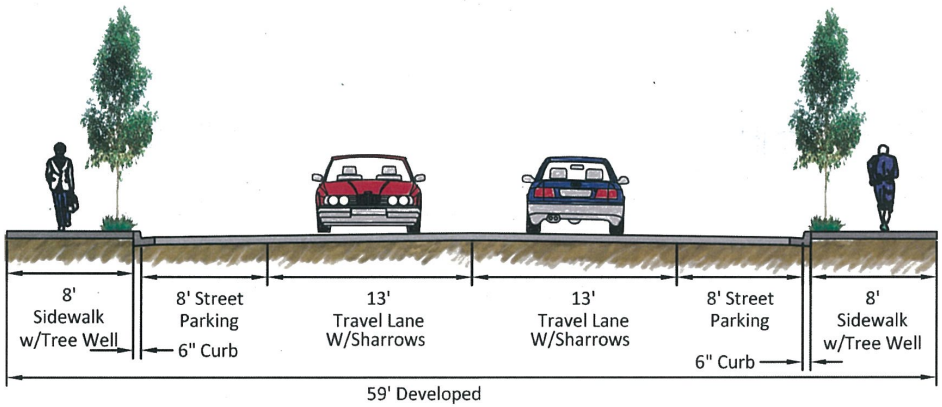


NE 192nd Street
(73rd Avenue NE to 80th Avenue NE-Looking East)
Neighborhood Connection

Figure 8

10/13/2015 DRAFT Version

10/13/2015 DRAFT Version



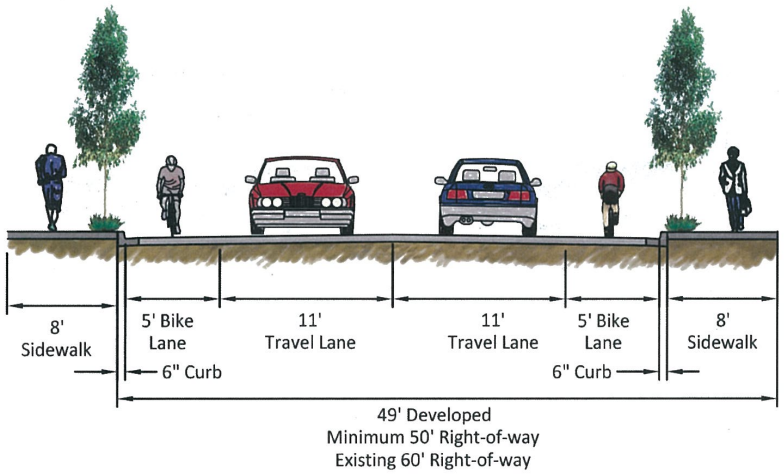
59' Developed
Minimum 60' Right-of-way
Existing 60' Right-of-way

NE 181st Street
(65th Avenue NE to 73rd Avenue NE)
Urban Avenue

Note: When traffic warrants 5' bike lanes
and a 12" turn lane can be channelization (5', 10',12', 10', 5')

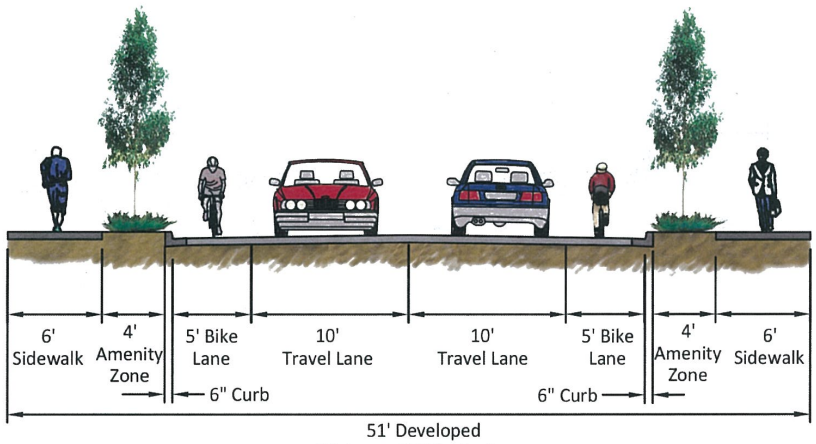
10/13/2015 DRAFT Version

Figure 9



NE 181st Street
(61st Avenue NE to 65th Avenue NE-Looking East)
Neighborhood Connection

Figure 10

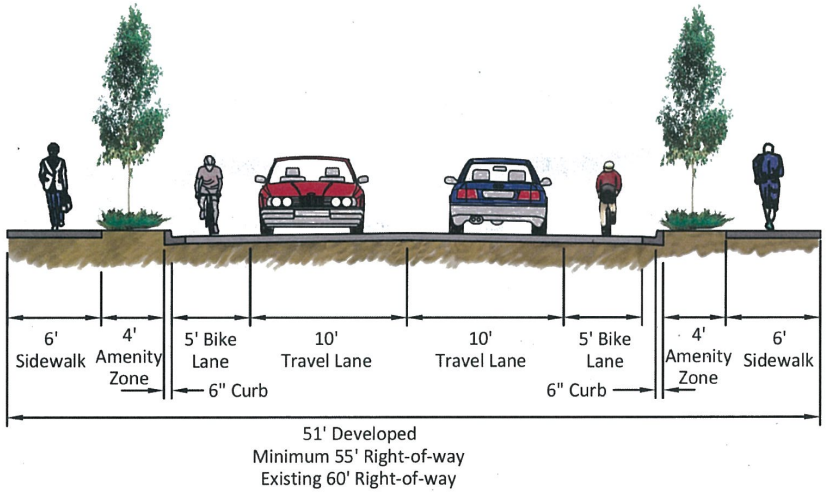


51' Developed
Minimum 55' Right-of-way
Existing 60' to 62' Right-of-way

84th Avenue NE
(NE 145th Street & Simonds Rd NE)
Neighborhood Connection

Figure 11

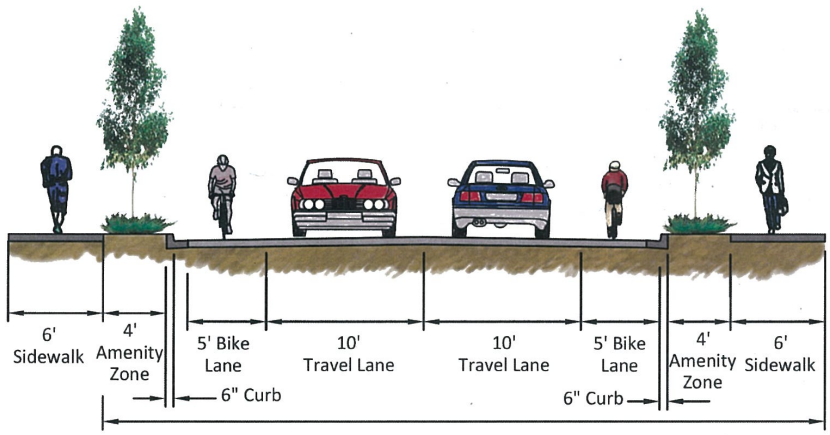
10/13/2015 DRAFT Version



NE 193rd Street
(61st Ave NE to 55th Avenue NE-Looking West)
Neighborhood Connection

Figure 12

10/13/2015 DRAFT Version



51' Developed
Minimum 55' Right-of-way
Existing 60' Right-of-way

NE 203rd Street
(80th Avenue NE to City Limits-Looking East)
Neighborhood Connection

Figure 13

APPENDIX B

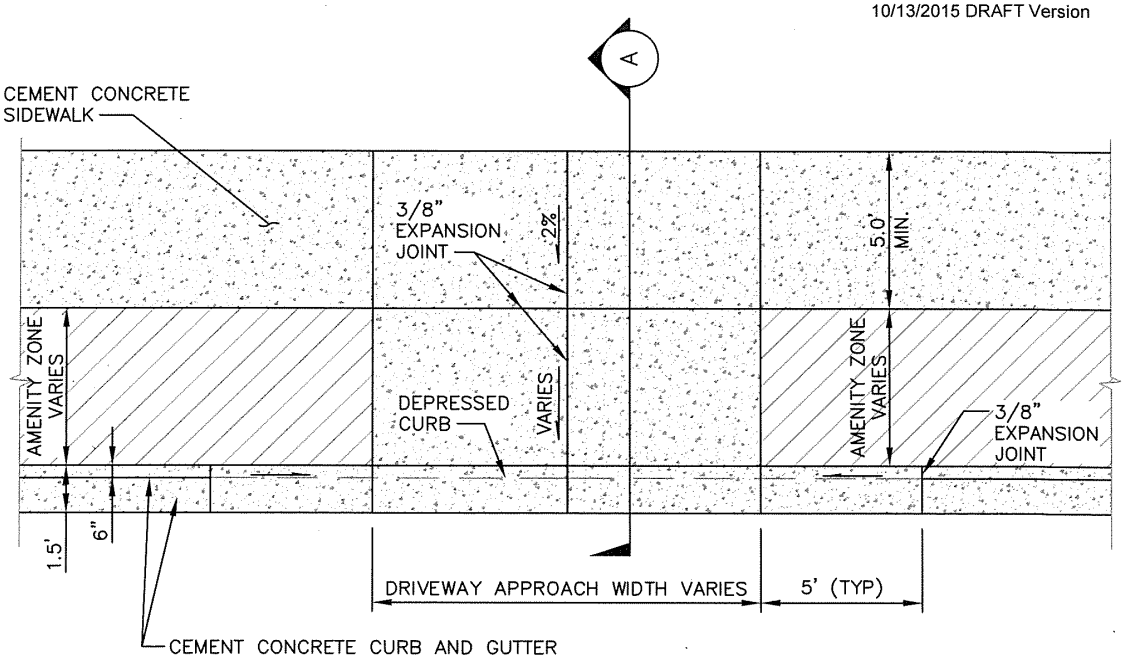
10/13/2015 DRAFT Version

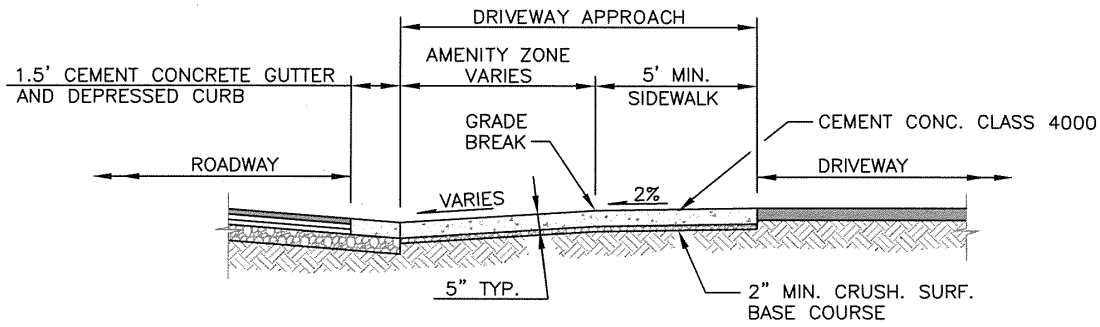
KENMORE
BY THE LAKE

[SELECT DETAIL DRAWINGS]

10/13/2015 DRAFT Version

10/13/2015 DRAFT Version





SECTION A

CITY OF KENMORE
2016 ROAD STANDARDS
PUBLIC WORKS DEPARTMENT
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DRIVEWAY APPROACH WITH AMENTITY ZONE

FIG. 5-001

10/13/2015 DRAFT Version

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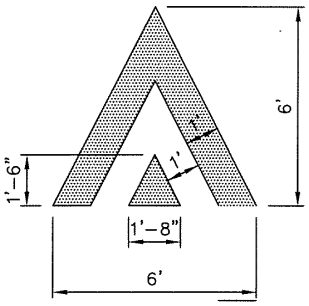
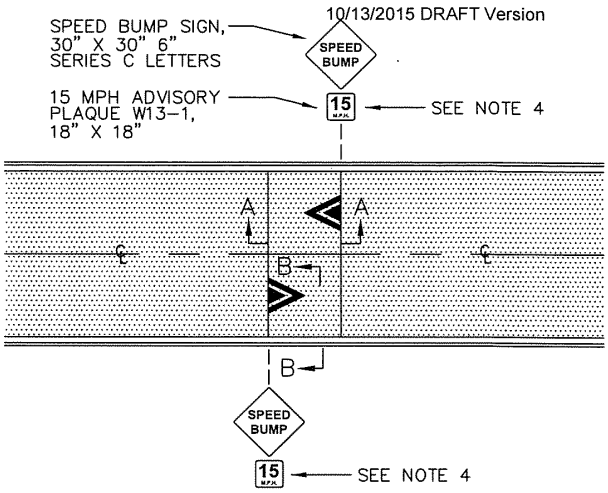
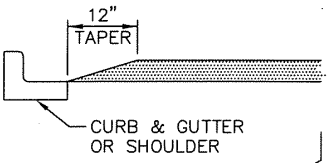


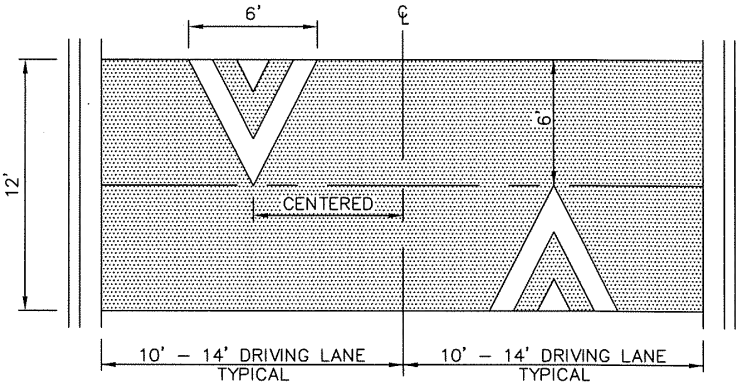
CHEVRON DETAIL



SPEED HUMP MARKING AND SIGNING



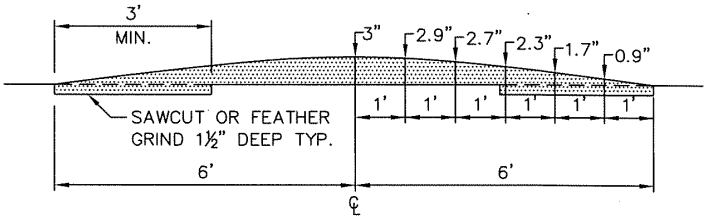
SECTION B–B



MARKING DETAIL

NOTES:

1. SAWCUT OR FEATHER GRIND TO KEY IN SPEED HUMP. SEE SECTION A–A.
2. SIGN LOCATIONS SHALL BE VERIFIED BY THE ENGINEER PRIOR TO INSTALLATION.
3. SPEED HUMP CHEVRON MARKING SHALL BE THERMOPLASTIC, HEAT FUSED PREFORMED, 90 MIL., OR EQUAL APPROVED BY THE ENGINEER.
4. FOR A SERIES OF SPEED HUMPS IN CLOSE PROXIMITY, THE ADVISORY SPEED PLAQUE MAY BE ELIMINATED ON ALL BUT THE FIRST SPEED BUMP SIGN IN THE SERIES FOR EACH DIRECTION OF TRAVEL.



SECTION A–A

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2016 ROAD STANDARDS
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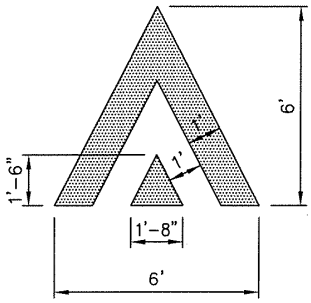
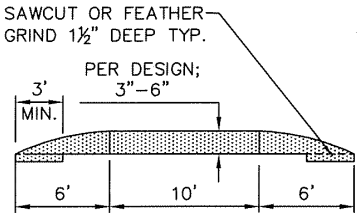
SPEED HUMP
10/13/2015 DRAFT Version

FIG. 6-001

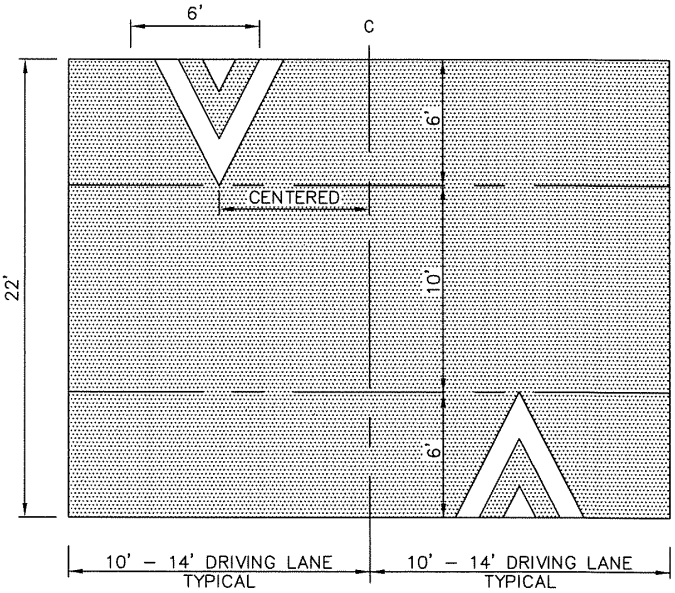
10/13/2015 DRAFT Version



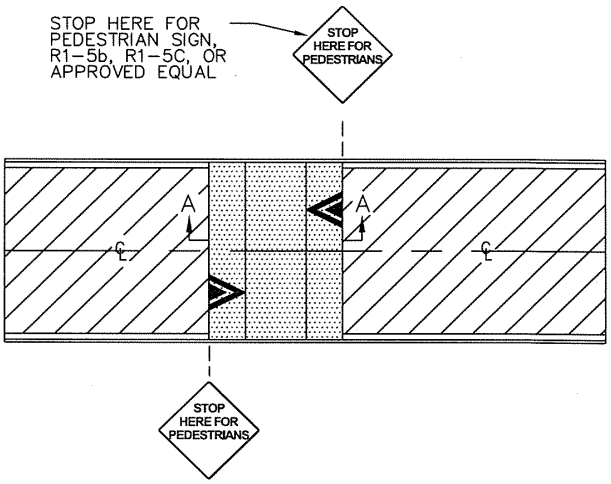
CHEVRON DETAIL



SECTION A–A



MARKING DETAIL



SPEED TABLE MARKING AND SIGNING

NOTES:

1. SAWCUT OR FEATHER GRIND TO KEY IN SPEED HUMP. SEE SECTION A–A.
2. SIGN LOCATIONS SHALL BE VERIFIED BY THE ENGINEER PRIOR TO INSTALLATION.
3. MATERIAL, COLOR, AND TEXTURE OF SPEED TABLE SHALL VARY FROM THE MATERIAL, COLOR, AND TEXTURE OF THE CROSSING VEHICLE LANES UNLESS OTHERWISE APPROVED BY CITY MANAGER.
4. SPEED HUMP CHEVRON MARKINGS ONLY REQUIRED IF ALTERNATIVE MATERIAL IS NOT USE FOR ELEVATED PORTIONS.
5. CROSSWALK STRIPING IS REQUIRED IF ALTERNATIVE MATERIAL IS NOT USED FOR ELEVATE PORTIONS
6. ADDITION PEDESTRIAN ACCOMMODATIONS, SUCH AS ADDITIONAL SIGNAGE AND/OR RECTANGULAR RAPID FLASHING BEACONS, MAY BE REQUIRE BY THE CITY
7. ADDITIONAL CATCH BASINS OR DRAINAGE CONSIDERATIONS MAY BE NEEDED TO ADDRESS SURFACE WATER PONDING AT THE SPEED TABLE LOCATION

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2016 ROAD STANDARDS
PUBLIC WORKS DEPARTMENT
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10/13/2015 DRAFT Version

SPEED TABLE
(RAISED CROSSWALK)

FIG. 6-002

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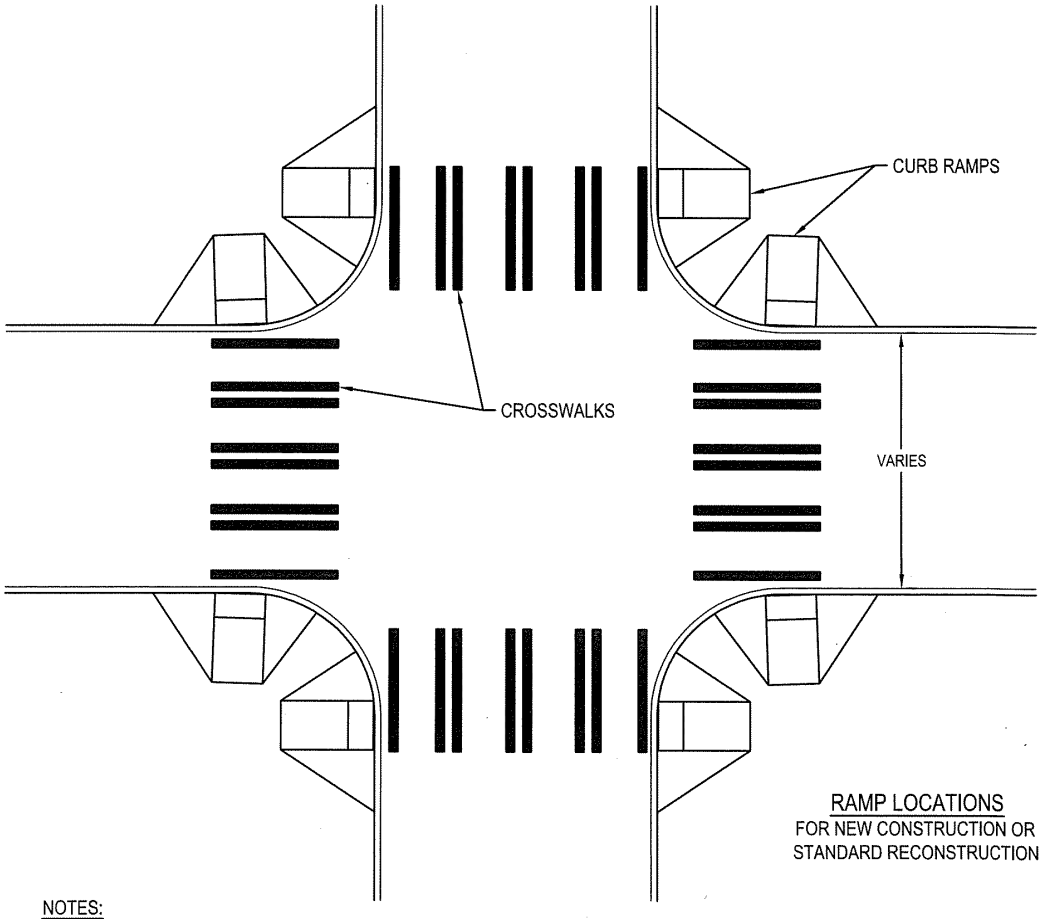

RAMP LOCATIONS
FOR NEW CONSTRUCTION OR
STANDARD RECONSTRUCTION

NOTES:

1. CURB RAMP CONSTRUCTION MUST COMPLY WITH CURRENT ADA STANDARDS.
2. CONSTRUCT RAMP WITH A MINIMUM 1' CLEARANCE FROM FIXED OBJECTS SUCH AS HYDRANTS, POLES, INLETS, AND OTHER UTILITIES.
3. CONSTRUCT RAMP IN ACCORDANCE WITH SECTION 8.05 AND FIGURES 8-002 & 8-003.
4. CROSSWALKS ARE NOT ALWAYS MARKED.
5. WHEN RAMPS ARE CONSTRUCTED ON ONE SIDE OF STREET, RAMPS SHALL BE CONSTRUCTED AT CORRESPONDING LOCATIONS ON OPPOSITE SIDE OF STREET.
6. CROSSWALK SHALL INTERSECT AT THE CURB OR BEYOND - NOT IN THE STREET AREA.
7. IN ORDER TO PROVIDE SAFE STREETS FOR PEDESTRIANS, DRAINAGE STRUCTURES WILL BE REQUIRED TO MANAGE SURFACE WATER AT PAINTED/MARKED CROSSWALKS WHERE AFFECTED BY RUNOFF. SEE SECTION 8.05 FOR ADDITIONAL DIRECTION.

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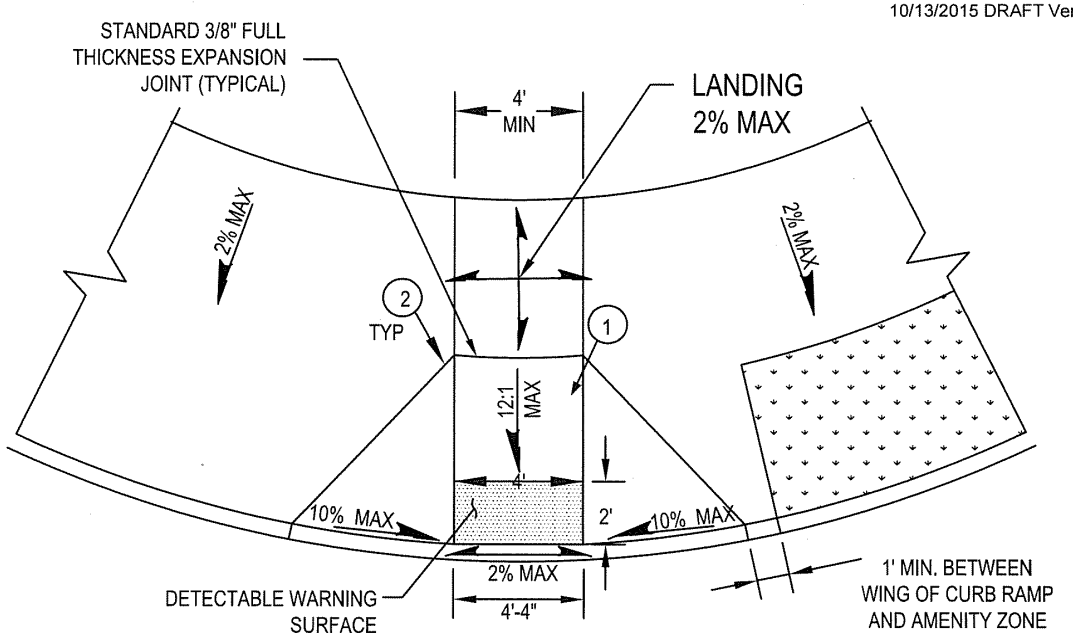
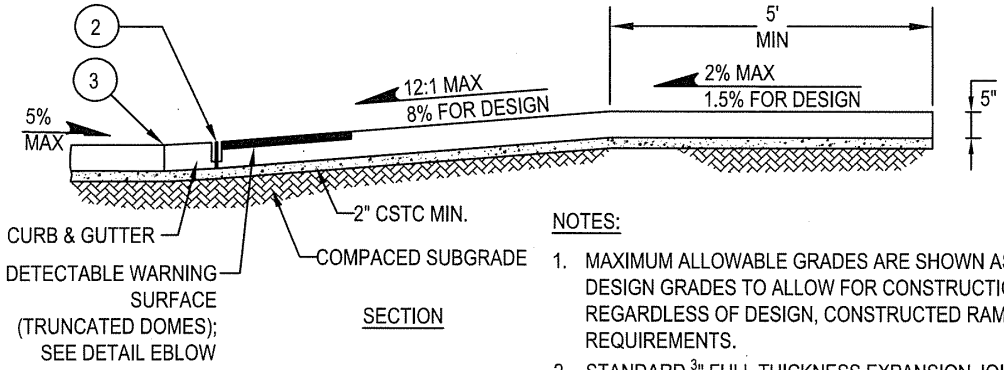
CURB RAMP PLACEMENT
10/13/2015 DRAFT Version

FIG. 8-001

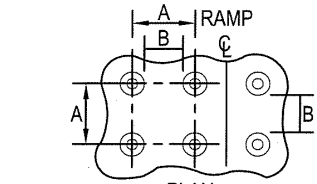
10/13/2015 DRAFT Version



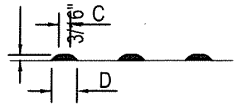
PLAN



SECTION



PLAN



ELEVATION

	MIN.	MAX.
A	1 5/8"	2 3/8"
B	5/8"	1 1/2"
C	7/16"	3/4"
D	7/8"	1 7/16"

DETECTABLE WARNING PATTERN DETAIL TRUNCATED DOMES
(SEE NOTES 6 & 7)

NOTES:

1. MAXIMUM ALLOWABLE GRADES ARE SHOWN AS WELL AS SUGGESTED DESIGN GRADES TO ALLOW FOR CONSTRUCTION TOLERANCES; REGARDLESS OF DESIGN, CONSTRUCTED RAMP MUST BE REQUIREMENTS.
2. STANDARD 3/8" FULL THICKNESS EXPANSION JOINT (TYPICAL).FULL DEPTH EXPANSION JOINT
3. NO LIP AT GUTTER LINE. CURB SHALL BE FLUSH AT GUTTER LINE.
4. CURB RAMPS WILL BE POURED INTEGRAL WITH SIDEWALK AND SHALL BE ISOLATED BY EXPANSION JOINT MATERIAL ON ALL SIDES, BUT NOT AT END OF RAMP ADJACENT TO THE ROADWAY.
5. CATCH BASINS & INLETS SHALL BE INSTALLED A MINIMUM OF 12" FROM THE BASE OF CURB RAMP.
6. DETECTABLE WARNING PATTERN (TRUNCATED DOMES) SHALL BE FLUSH WITH RAMP TEXTURE +/- NO GREATER THAN 1/4".
7. DETECTABLE WARNING SURFACE SHALL BE YELLOW UNLESS APPROVED BY THE CITY MANAGER
8. CONCRETE SHALL BE A MINIMUM OF 5" THICK .
9. CURB RAMPS MUST MEET CURRENT ADA REQUIREMENTS.
10. RAMP AND LANDING WIDTHS SHALL NOT INCLUDE EXPANSION JOINTS.

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2016 ROAD STANDARDS
PUBLIC WORKS DEPARTMENT
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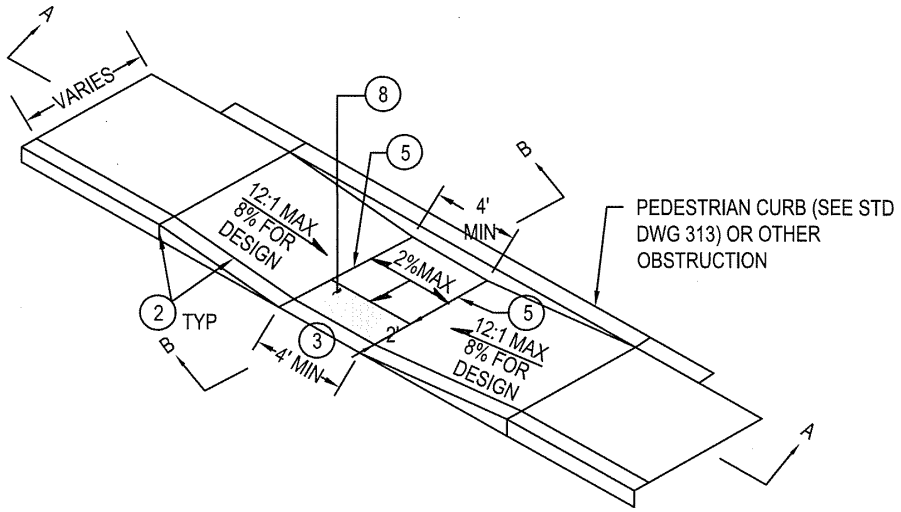
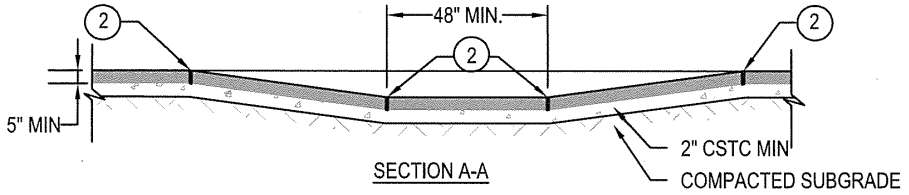
PERPENDICULAR CURB RAMP
10/13/2015 DRAFT Version

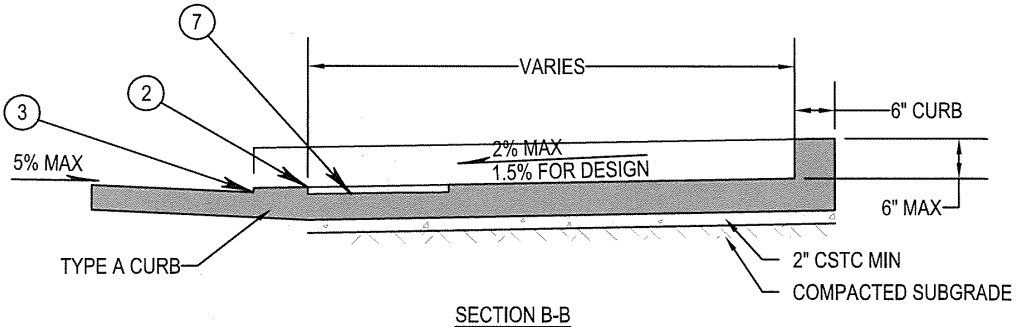
FIG. 8-002

10/13/2015 DRAFT Version





SECTION A-A



SECTION B-B

NOTES:

1. MAXIMUM ALLOWABLE GRADES ARE SHOWN AS WELL AS SUGGESTED DESIGN GRADES TO ALLOW FOR CONSTRUCTION TOLERANCES; REGARDLESS OF DESIGN, CONSTRUCTED RAMP MUST BE REQUIREMENTS.
2. $\frac{3}{8}$" EXPANSION JOINT (TYP). FULL DEPTH EXPANSION JOINT.
3. NO LIP AT GUTTER LINE. CURB SHALL BE FLUSH AT GUTTER LINE.
4. CURB RAMPS SHALL BE ISOLATED BY EXPANSION JOINT MATERIAL ON ALL SIDES
5. 3/4" RADIUS DUMMY JOINT
6. CATCH BASINS & INLETS SHALL BE INSTALLED A MINIMUM OF 12" FROM THE BASE OF CURB RAMP LANDING.
7. SEE FIGURE 8-002 FOR DETECTABLE WARNING PATTERN (TRUNCATED DOMES)
8. DETECTABLE WARNING PATTERN (TRUNCATED DOMES) SHALL BE FLUSH WITH RAMP TEXTURE +/- NO GREATER THAN $\frac{1}{4}$".
9. DETECTABLE WARNING SURFACE SHALL BE YELLOW UNLESS APPROVED BY THE CITY MANAGER
10. THE CURB RAMP MUST MEET CURRENT ADA REQUIREMENTS.
11. CONCRETE SHALL BE A MINIMUM OF 5" THICK.

CITY OF KENMORE 2016 ROAD STANDARDS PUBLIC WORKS DEPARTMENT (425) 398-8900	PARALLEL CURB RAMP 10/13/2015 DRAFT Version	FIG. 8-003

City Of Kenmore, Washington

Memorandum

Date: October 26, 2015

From: Zack Richardson, P.E.; City of Kenmore, Capital Project Manager

Subject: 2016 Road Standard Major Changes Summary (Agenda Bill Exhibit C)

The following is intended to be a general summary of the major changes proposed in the draft *2016 City of Kenmore Road Standards* which have a potential to impact development, or the cost of development, within the City of Kenmore.

1. Frontage improvements now required for 2-lot short plats and new single family homes. (Section 1.06)
2. Frontage improvement now required across full-width of flags lots. (Section 1.06)
3. Language added to require additional right of way for roads and/or walkways to be extended to adjacent undeveloped parcels. (Section 1.06.F)
4. Language added to require additional walkways when better pedestrian connections can be provided by off-street walkways. (Section 1.06.G & 1.06.H)
5. Formalizes an option for a 'fee-in-lieu' of frontage improvements subject to approval of the City Manager; fees paid under this option will fund the City's sidewalk program at the rates outline within the current sidewalk program. (Section 1.07)
6. Added language requiring "Maximum Extent Feasible" (MEF) documentation for newly constructed non-compliant ramps and features; this update is needed to remain consistent with current ADA regulations. (Section 1.07.C.3)
7. Added language to encourage Low Impact Development (LID) and to allow for variances when barriers to LID implementation are found to exist. (Section 2.01)
8. Added language to clarify requirements for city acceptance of improvements and/or easements to be maintained by the City. (Section 2.02)
9. Added language requiring utility undergrounding for buildings constructed with zero-foot setback or which leave no area for pole placement except for in the pedestrian pathway. (Section 2.05.C)
10. Created new section and map defining specialized downtown improvements and where they are to be applied; improvements include various combinations of utility undergrounding, 8' minimum sidewalk, 2'x2' scoring of sidewalk, banner brackets, flower basket arms, specialized pedestrian lighting, specialized street lighting, street trees, irrigation, and electrical receptacles in tree wells. (Section 2.06 & Figure 2.1)
11. Added a pavement cut moratorium which restricts cuts on roads which have been surfaced (poured, overlays, slurry sealed, etc) within 5 year; cuts, when permitted on such roadway, will require a full-width overlay. (Section 2.08)

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City Of Kenmore, Washington

Memorandum

12. Added section to encourage alternative roadway designs (living streets, parklets, etc) on a case-by-case basis. (Section 3.03)
13. Added new section to more clearly defining substantial construction approval which is required prior to recording a plat or receiving a certificate of occupancy for commercial and multi-family projects. (Section 4.03)
14. Added new section to more clearly defining final construction approval which is required prior to permit close out and release of performance agreements and bonds. (Section 4.04)
15. Added new section to require a pedestrian circulation plan for construction which impacts existing pedestrian pathways. (Section 4.09.D)
16. Added new section to require a bicycle circulation plan for construction which impacts existing bikeways. (Section 4.09.E)
17. Private access tracts for residential lots reduced to serve 4 lots maximum, versus 6 previously. (Section 5.03.D)
18. Private access tract pavement width reduced from 22' to 20'; easement width requirements updated accordingly. (Section 5.03.D)
19. Language added to permit hammerhead type turnarounds on private access tracts, subject to Fire Marshall approval. (Section 5.03.D)
20. Joint-use driveway (2-lots max) pavement width reduced from 18' to 14'; easement width requirements updated accordingly. (Section 5.03.E)
21. Standard driveway type revised to details which maintain a level pedestrian walkway; eliminates ramps up and down at each driveway. (Section 5.04)
22. Language added to require driveways to be surfaced with pavement or gravel; reduces tracking of dirt, mud, and sediments onto public roads from private driveways. (Section 5.04)
23. Incorporates street and driveway setbacks previously located in KMC 12.50. (Section 5.04)
24. Added language to prohibit driveway and private road runoff from flowing across public sidewalks. (Section 5.03 & 5.04)
25. Language added to clarify how access road requirements should be applied to town home projects. (Section 6.02.E)
26. New road-specific sections for all arterials (now referred to as boulevard, neighborhood connections, and urban avenues); new sections include direction for lane widths, parking, and bicycle facilities (Section 6.03 & Figures 1-13 in Appendix A).
27. Sidewalk requirement revised to be required on any side which will have lots/homes/businesses accessing that side of the roadway for all residential access roadway types and commercial/major multi-family access roads; previously some roadways types only required sidewalk on one-side. (Section 6.04)
28. Amenity zones are now required between the back of curb and sidewalk on all public residential roadway types and industrial/limited access commercial roads; amenity zones will be 4' minimum width. (Section 6.04 & 8.10)

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City Of Kenmore, Washington

Memorandum

29. Residential & commercial roadway and right-of-way widths revised; generally reduced (Section 6.04, 6.05, Table 6.1, & Table 6.2; tables copied below for reference).

Table 6.1: Residential Access Roads

Road Type	Collector	Local Access	Private Access
General Description	Providing access to a large number of lots and/or multiple developments; adjacent property owners may not be the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.
Public or Private	Public	Public	Private
Number of Lots/ Dwelling Units	Over 50	50 Maximum	4 Maximum
Design Speed[1]	35 mph	25 mph	15 mph
Maximum Grade	15%	15%	15%
Minimum Pavement Width (Curb to Curb)	28 feet[2]	20 feet	18 feet
Total Improvement Width (Back of walk to back of walk)	47 feet[2]	39 feet	18 feet
Total Right-of-Way Width	48 feet[2]	40 feet	24 feet (may be reduced to 20' when not adjacent to property line)
Sidewalk Requirement	Both Sides	Each side with proposed lots/structures (one side minimum)	None
Minimum Sidewalk Width	5 feet	5 feet	N/A
Amenity Zone Requirement	Both Sides	Any side with a sidewalk	None
Minimum Amenity Zone Width	4 feet	4 feet	N/A
Min. Half-street Pavement Width[3]	20 feet	20 feet	N/A (Full section required)
Min. Half-street ROW Width[3]	35 feet	35 feet	N/A (Full section required)
Curb Type	Vertical	Vertical	As needed for drainage
Striping[4]	Fog lines (only)	None	None
Parking Restrictions[5]	One side	One side	Both Sides
Typical Lane Width[4]	10 feet	10 feet	N/A

1 The design speeds listed are a basis for determining geometric elements and does not imply posted or legally permissible speed.
2 Additional roadway width is required near intersections with boulevards, arterials, or neighborhood connection roads per Section 6.04.J.
3 Minimum half-street improvements, or minimum required improvements, are only permitted per Section 6.04-H.
4 Striping shall be as directed by the City in compliance with Section 6.04.L.
5 Parking restrictions are general recommendation subject to City review; signage is require in compliance with Section 6.04.M

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City Of Kenmore, Washington

Memorandum

Table 6.2: Commercial Access Roads

Road Type	Industrial / Limited Commercial Access	Commercial / Major Multi-Family Access	Minor Multi-Family Access
General Description	Providing access to businesses which generally do not require interaction with the general public; roadway design driven primarily by delivery or commercial/ industrial vehicle types	Providing access for all modes or transportation directly to businesses or larger multi-family housing which include multiple buildings, usually on multiple side of the proposed roadway.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.
Public or Private	Public or Private	Public or Private	Private
General Thresholds[4]	Limited driveways and pedestrian access needs.	Public businesses along roadway or larger multi-family project/site with pedestrian access to building typically needed on more than one side	Single multi-family project/site; pedestrian access to building typically limited to one side
Design Speed[1]	30 mph	25 mph	15 mph
Maximum Grade	15%	15%	15%
Minimum Pavement Width (Curb to Curb)	30 feet[2]	24 feet[2]	20 feet
Total Improvement Width (Back of walk to back of walk)	41 feet[2]	35 feet[2]	26 feet
Total Right-of-Way Width	46 feet[2] (may be reduced to 42' when not adjacent to property line)	36 feet[2]	31 feet (may be reduced to 26' when not adjacent to property line)
Sidewalk Requirement	One-side (generally on opposite side of primary driveways)	Each side with proposed lots/structures (one side minimum)	One side (same side as building/structure)
Minimum Sidewalk Width	6 feet	5 feet	5 feet
Amenity Zone Requirement	One side (same side as sidewalk)	None	None
Minimum Amenity Zone Width	4 feet	N/A	N/A
Curb Type	Vertical	Vertical	Vertical or Rolled
Striping[3]	Per City direction (additional traffic control measures may be required	Per City direction (additional traffic control measures may be required)	Per applicant design
Parking Restrictions[4]	None	One side	Both Sides
Typical Lane Width[4]	10 feet	10 feet	N/A

1 The design speeds listed are a basis for determining geometric elements and does not imply posted or legally permissible speed.
2 Additional roadway width may be required required near intersections with boulevards, arterials, or neighborhood connection roads per Sections 6.05.I & 6.05.J.
3 Striping shall be as directed by the City in compliance with Section 6.05.L.
4 Parking restrictions are general recommendation subject to City review; signage is require in compliance with Section 6.05.M

30. Language added to require all pedestrian crossings on internal commercial/multi-family roads to be raised speed tables; improves pedestrian safety. (Section 6.05.F)
31. Language added to prohibit cul-de-sac center islands unless part of a storm water treatment facility or LID design feature. (Section 6.10.D)
32. New section added to describe several traffic calming measures and provide flexibility in requiring traffic control on a case-by-case basis. (Section 6.11)

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City Of Kenmore, Washington

Memorandum

33. New section added to encourage and provide basic guidance for the use of alternative roadway designs, such as a Woonerf or living street. (Section 6.12)
34. Added language to the site distance triangle requirement to be applied to the back of walkway, rather than edge of travel way, when a pedestrian facility is provided. (Section 7.08.B)
35. New section added to require consideration of bicycles in design and require bike boxes at new signalized intersections. (Section 7.09)
36. Permeable concrete permitted on public sidewalk per design provided by project engineer; previously only permitted on private roads. (Section 8.01.B)
37. Added language to require an additional 1' of sidewalk or 'shy distance' when a retaining wall is built above and adjacent to the sidewalk. (Section 8.01.E)
38. New rolled curb prohibited; only permitted when matching an existing rolled curb. (Section 8.02)
39. Added language to require temporary ADA ramps at sidewalk ends to be concrete ramps with detectable warning surfaces (ie. yellow bumps); previously permitted to be asphalt and without warning surface. (Section 8.03.H)
40. Curb ramp section expanded to be consistent with current ADA regulations. (Section 8.05)
41. New section added to provide direction for providing bicycle facilities; minimum bike lane width set to 5'. (Section 8.08)
42. New section add to establish a clear zone of fixed object setback requirement; fixed object setback on SR-522 to be consistent with WSDOT standards and 2' from face of curb in other locations. (Section 8.09)
43. New section added to provide direction for amenity zone design and construction; minimum width of 4'.
44. Added language to require all new lighting to be LED. (Section 8.11.B)
45. Added language to require the use of a City preferred street light style; use of other products would be subject to City Manager approval. (Section 8.11.I)
46. Language added to require mailboxes in the downtown area to be within or behind the building; eliminates curb front mailboxes in downtown and preserves pedestrian pathways. (Section 8.13.F)
47. New section added to provide more stringent consideration of vertical drops within or adjacent to the right of way; requires pedestrian curb next to vertical drops under 18" and hand rail or fence for vertical drops over 18". (Section 8.16)
48. New language added to formalize the acceptance of porous pavements on private roads. (Section 9.01)
49. Added language to incorporate the overlay requirements previously listed in KCM 12.50 and to provide additional direction for drainage consideration during overlays. (Section 9.05)
50. Added language to prohibit filling of roadside ditches unless needed for driveway or public walkway improvements; formalizes current practices of Public Works Department. (Section 10.02)

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Memorandum

51. Added language providing direction for structural design of drainage structures beneath travel ways; loading requirement consistent with largest vehicle of local Fire Department which exceeds typical vehicle loading requirement. (Section 10.07)
52. Asphalt repair requirements revised for cuts in existing roadways; perpendicular cuts on one side only are permitted to patch in place, cuts parallel to the roadway on only one side require a half-width overlay, any cuts impacting 2-sides of the roadway require a full-width overlay. (Section 11.03)

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City Of Kenmore, Washington

MEMORANDUM

December 10, 2015

TO: Rob Karlinsey, City Manager

FR: Nancy Ousley, Assistant City Manager NKO

CC: Dawn Reitan, City Attorney, Inslee Best

RE: Puget Sound Energy Franchise Agreement

The City Administration has recently commenced with discussions with Puget Sound Energy (PSE) for a new Franchise Agreement. The most recent Franchise Agreement between the City of Kenmore and Puget Sound Energy was approved in 2005 and expired in 2015. The Franchise Agreement is a contract that grants the utility the right to make use of the public right of way for the purpose of furnishing utility service to members of the public. The Washington Utilities and Transportation Commission (WUTC) regulates and oversees private and investor owned electric and natural gas utilities, such as PSE, and sets service rates.

As discussed with the City Council in November, PSE is dealing with reliability and power restoration issues in Kenmore, and a number of Kenmore residents and businesses have voiced their concerns with the frequency and length of power outages in recent years.

The City Administration is interested in raising a number of issues in the discussions and offers the following as an initial approach. This does not represent a final or inclusive list, since this is the beginning point of the franchise discussions.

- System Reliability and Regular Reports to the City: The WUTC requires reports from regulated energy companies on the frequency of power outages and duration of power outages. The City can request that PSE provide reports to City concurrent with their reports to the WUTC. This could also include briefings to the Council on a regular basis.
- Planned Improvements to address system reliability: Request regular reports and information on PSE proposed projects that will improve reliability in Kenmore.
- Circuit 26 in Northwest Kenmore: Require a detailed strategy on improving restoration time and reliability in this area of the city, which PSE admits is deficient because a large extent of the distribution line is difficult to access. The utility has long standing easements along the distribution line and these easements need to be enforced by the utility.
- Vegetation Management: Accelerate trimming intervals.

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- Pole Replacement Schedule: Potentially accelerate replacement.
- Right of Way Access and Pavement Restoration: Ensure that City facilities are adequately restored when the utility needs to disturb pavement to access their equipment.
- Overall System Capacity Information: PSE is planning to enhance system capacity. The City needs information on how Energize Eastside will affect Kenmore.
- Demonstration Projects and Other Efforts to Promote Energy Efficiency: Signature projects such as the Saint Edward Seminary or Lakepointe could provide an opportunity for innovative energy saving measures. Measures that promote energy efficiency in the city, such as the successful Small Business Direct Install that PSE recently completed, will also be discussed.
- Equal or improved agreement provisions for notice of planned projects in the right of way, indemnification and other standard Franchise Agreement topics.

We expect to gather more information in the coming weeks and will report back to the Council throughout the negotiations.

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Presentation of Conceptual Plans for Logboom Park and Squires Landing Park Conceptual **Proposed Council Action/Motion:** Council feedback and direction on preferred concepts	**For Council Meeting Agenda of:** 12/14/15 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director **Initial & Date** **Approved by Department Head:** DA 12/4/15. **Approved by City Attorney:** N/A. **Approved by Finance Director:** **Approved by City Manager:** **Exhibits/Attachments:** 1. 2005 Logboom Park Master Plan 2. 12/4/15 updated concept drawing, cross sections and preliminary cost estimate for Logboom Park water access/connection improvements 3. 2010 Squires Landing Park Master Plan (not approved) 4. 12/4/15 updated concept drawings (Option A and Option B), cross sections and preliminary cost estimate for Squires Landing Park water access/connection improvements 5. 11/30/15 mitigation strategy memo

Expenditure Required $49,369 for Contract 15-C1456 with Coast & Harbor Engineering (plus Amendment #1) for Squires Landing concept plan. $ 49,462 (plus Amendment #1) for Contract 15-C1457 with Coast & Harbor Engineering for Logboom Park concept plan.	**Amount Budgeted**: $100,000 for Squires Landing Concept and $100,000 for Logboom Park concept	**Appropriation Required** $0

INFORMATION/BACKGROUND: Representatives from the Coast & Harbor Engineering consultant team will provide a powerpoint presentation to Council on December 14, 2015 to give background and descriptions of the conceptual plans and cost estimates for Squires Landing Park (see Attachment #4) and Logboom Park (see Attachment #2). Coast & Harbor were retained in August 2015, following a consultant selection process, to develop the concepts and estimates. The cost estimates will also be presented to the public at an open house on December 14, 2015 prior to the Council meeting. Following the presentation, Council will have the opportunity to ask questions and provide feedback and direction on the concept plans. Staff is particularly looking for feedback to develop a preferred concept Option for Squires Landing.

Preparing concept plans for Squires Landing Park and Logboom Park are projects identified in the City's adopted Park Capital Improvement Program. Improving public access and connection to the water is Council goal #4 and consistent with the adopted Park Recreation and Open Space Plan. There are no funds budgeted in the current six year park capital improvement program for moving forward with project implementation (design, permitting, construction).

The public feedback received through the online survey, community workshop and mapping tool for the "Imagine Kenmore" project that asked what future park improvements the community wants to see indicated access and connection to the water as a high priority for park improvements. A randomized phone survey is also scheduled in December asking for feedback about future park improvements. Assuming access and connection to the water is a

community priority, the Squires Landing concept and Logboom Park concept could be included on the project priority list for Imagine Kenmore for another round of public feedback early next year.

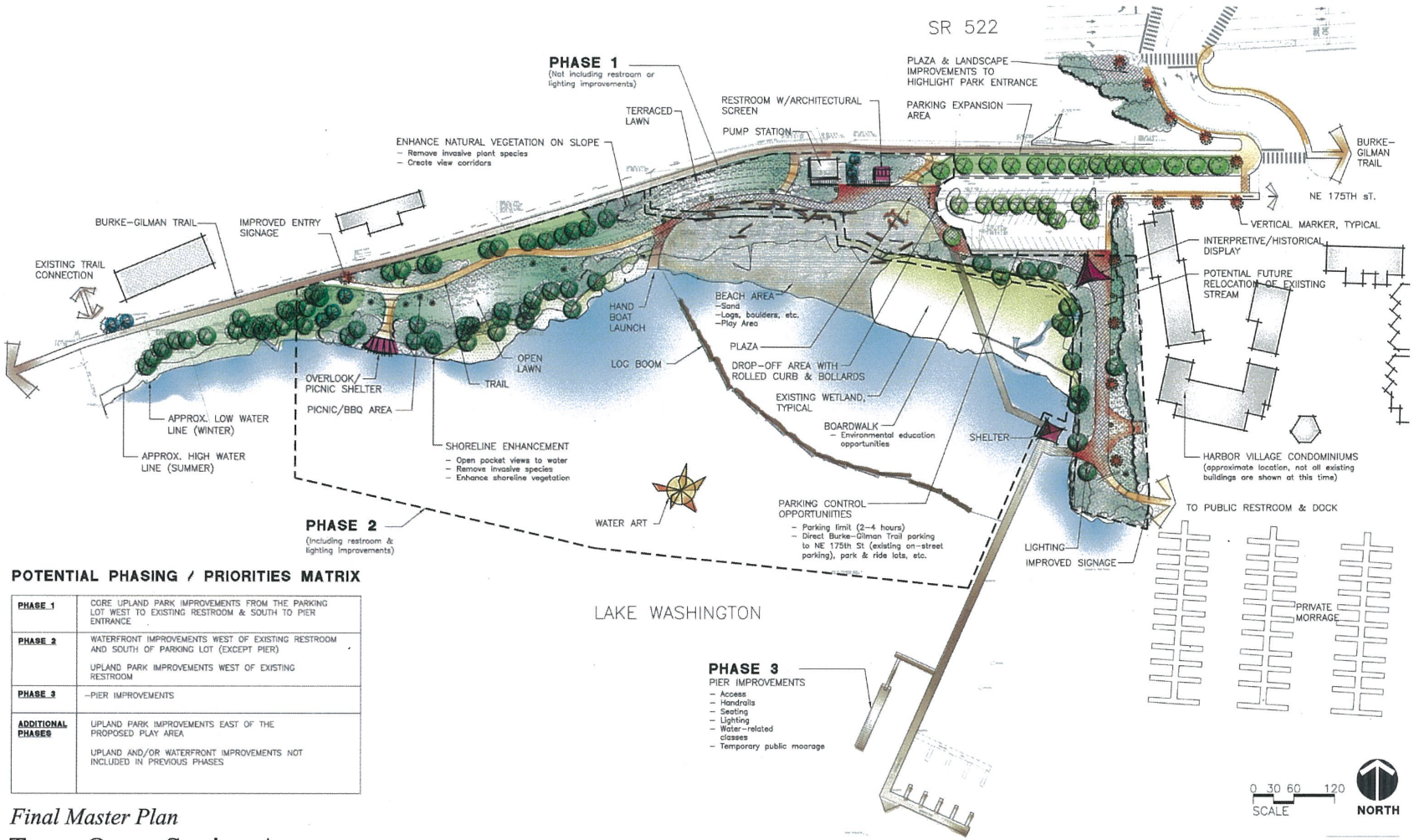
Logboom Park: Background, Concept Plan and Preliminary Cost Estimate: The Logboom Park Master Plan was adopted in 2005 (see Attachment #1). Since adoption the City has completed several capital improvement projects consistent with the master plan including the history walking path, the restroom, playground, landscaping and wetland enhancement. Replacement of the pedestrian bridge over Little Creek connecting the park to the public boardwalk on the marina project is a current park capital improvement project. Coast & Harbor looked at the original master plan and updated it with a focus on water access improvements including a beach, hand-carry boat launch, building for small non-motorized boat rental, trail access points to the water, shoreline and wetland enhancement (see Attachment 2). Off-site mitigation will also be needed for impacts to onsite wetland and buffer. The preliminary cost estimate for completing improvements is $2,492,554.70 (see Attachment #2). This cost estimate does not include costs for ongoing park maintenance or maintenance/monitoring of wetland/buffer/shoreline enhancements. The mitigation strategy for Logboom Park improvements is described in Attachment #5. The concept has the potential to be implemented in phases but a phasing plan and cost estimates have not been developed.

Squires Landing Park: Background, Concept Plan and Preliminary Cost Estimate: A master plan was developed for Squires Landing Park in 2010 (see Attachment #3) but the plan was not adopted due to the $13 million estimated in construction costs. Since 2010 the City completed a three acre restoration project and acquired the Twedt property. Coast & Harbor developed the concept (see Attachment #4) with a focus on improving access and connection to the water. Two concepts were developed, Option A and Option B. Both concepts include parking, trails/boardwalk, docks for hand carry watercraft, wetland mitigation and restoration. The boathouse infrastructure and pad are assumed to be part of the cost but the boathouse building cost of $1,230,000 is assumed to be covered by the private or non-profit group who will be using the building to support a handcarry watercraft recreation program. The preliminary cost estimates for completing improvements for Option A is $3,967,824.89 and for Option B is $3,814,745.01 (see Attachment #4). The mitigation strategy for park improvements is described in Attachment #5.This cost estimate does not include costs for ongoing park maintenance or maintenance/monitoring of wetland/buffer/shoreline enhancements. The concept has the potential to be implemented in phases but a phasing plan and cost estimates have not been developed.

FISCAL CONSIDERATION: On 11/23/15 Council adopted Ordinance 15-0412 updating the 2015-2020 Capital Improvement Program (CIP) for Surface Water, Parks and Transportation. $100,000 budgeted in the Parks CIP for project P27 Squires Landing Park Concept. Contract 15-C1456 with Coast & Harbor Engineering for $49,369 and Amendment #1 if authorized by Council 12/14/15 is to develop a concept plan for Squires Landing Park. $100,000 budgeted in the Parks CIP for project P28 Log Boom Park Concept. Contract 15-C1457 with Coast & Harbor Engineering for $49,462 and Amendment #1 if authorized by Council 12/14/15 is to update a concept plan for Logboom Park.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council Goal #4 advance the public's access and connection to the waterfront.

Attachment 1



POTENTIAL PHASING / PRIORITIES MATRIX

PHASE 1	CORE UPLAND PARK IMPROVEMENTS FROM THE PARKING LOT WEST TO EXISTING RESTROOM & SOUTH TO PIER ENTRANCE
PHASE 2	WATERFRONT IMPROVEMENTS WEST OF EXISTING RESTROOM AND SOUTH OF PARKING LOT (EXCEPT PIER) UPLAND PARK IMPROVEMENTS WEST OF EXISTING RESTROOM
PHASE 3	–PIER IMPROVEMENTS
ADDITIONAL PHASES	UPLAND PARK IMPROVEMENTS EAST OF THE PROPOSED PLAY AREA UPLAND AND/OR WATERFRONT IMPROVEMENTS NOT INCLUDED IN PREVIOUS PHASES

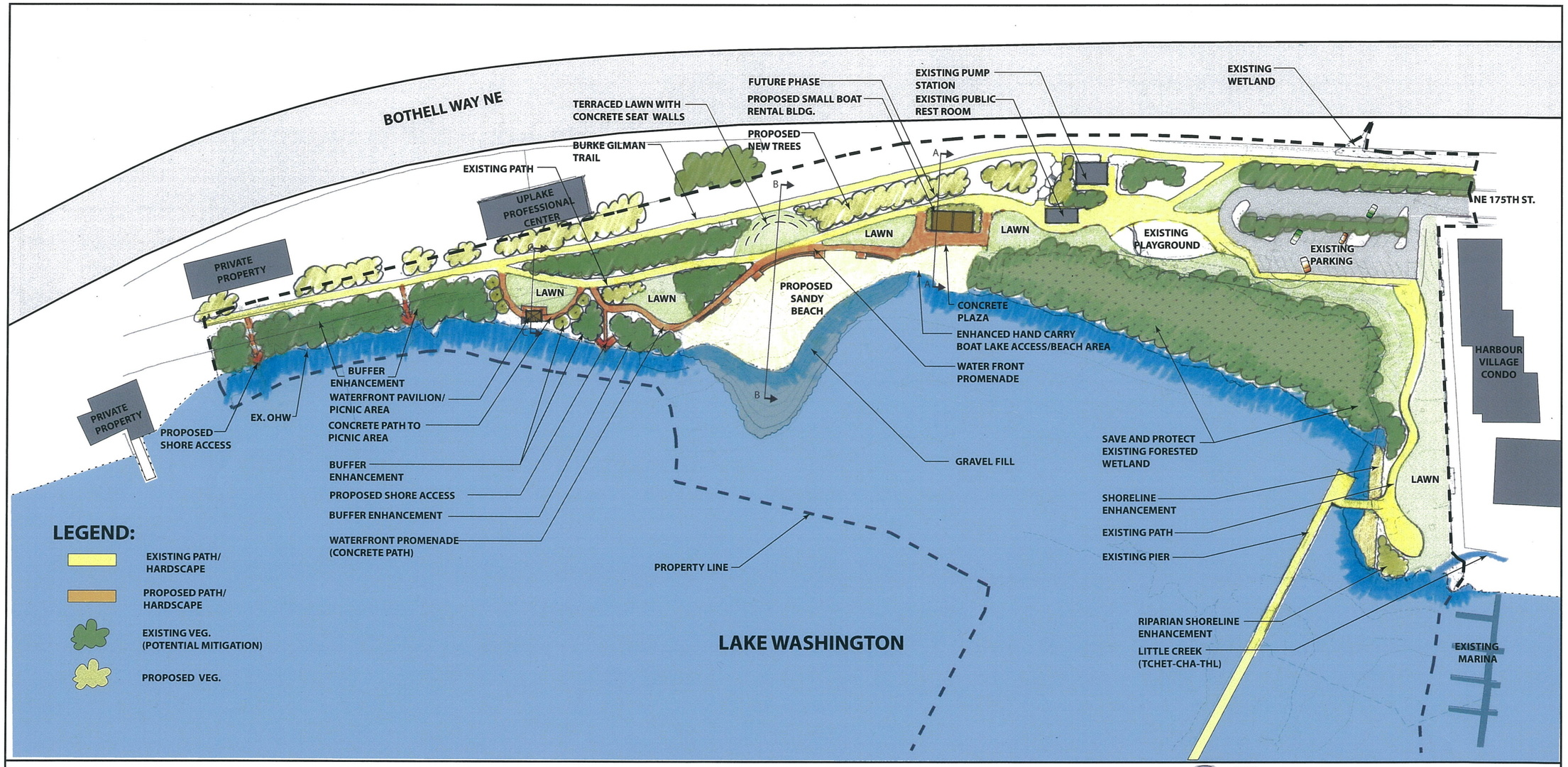
Final Master Plan

Tracy Owen Station At

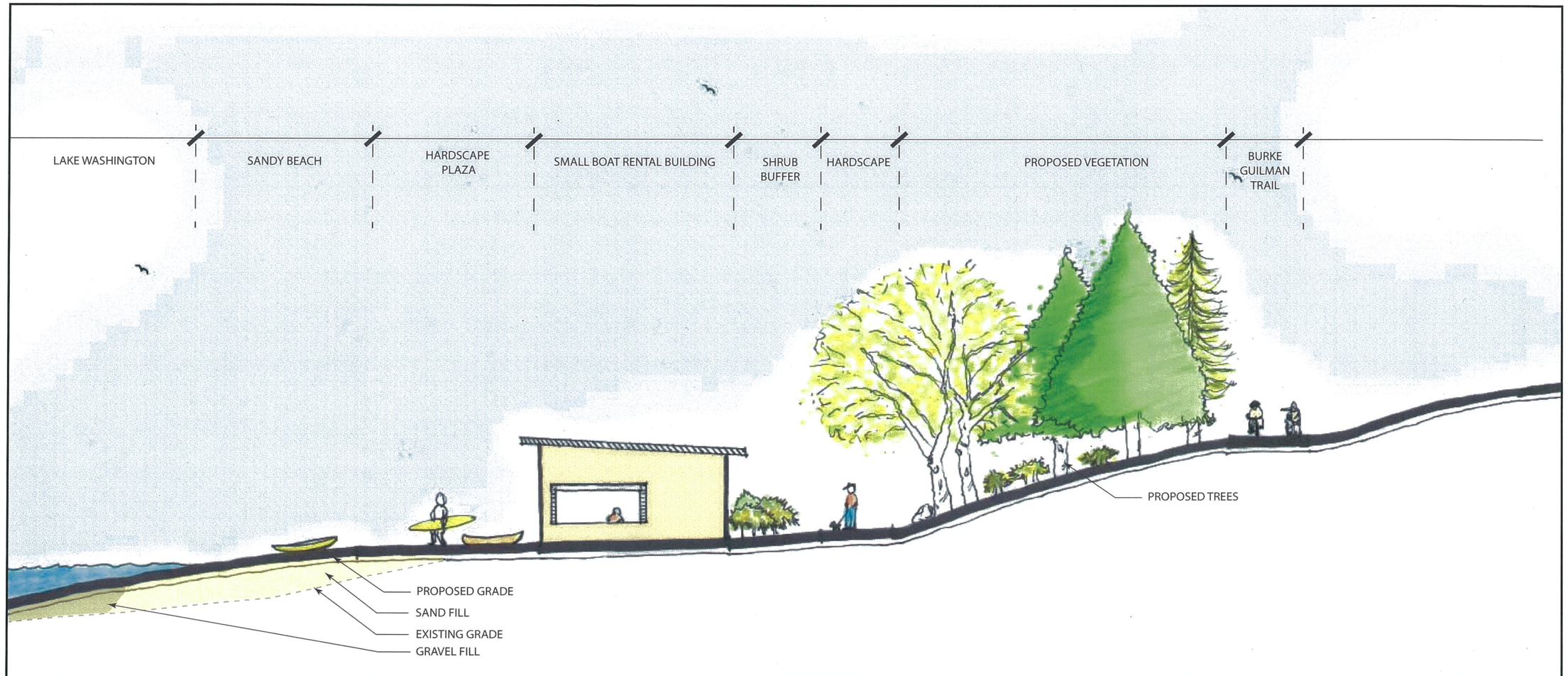
LOG BOOM PARK

City of Kenmore June 6, 2005

Attachment 2



LOG BOOM PARK CONCEPT PLAN



LOG BOOM PARK

SMALL BOAT RENTAL BUILDING : SECTION A

SCALE: 1'=10'-0"

KENMORE BY THE LAKE

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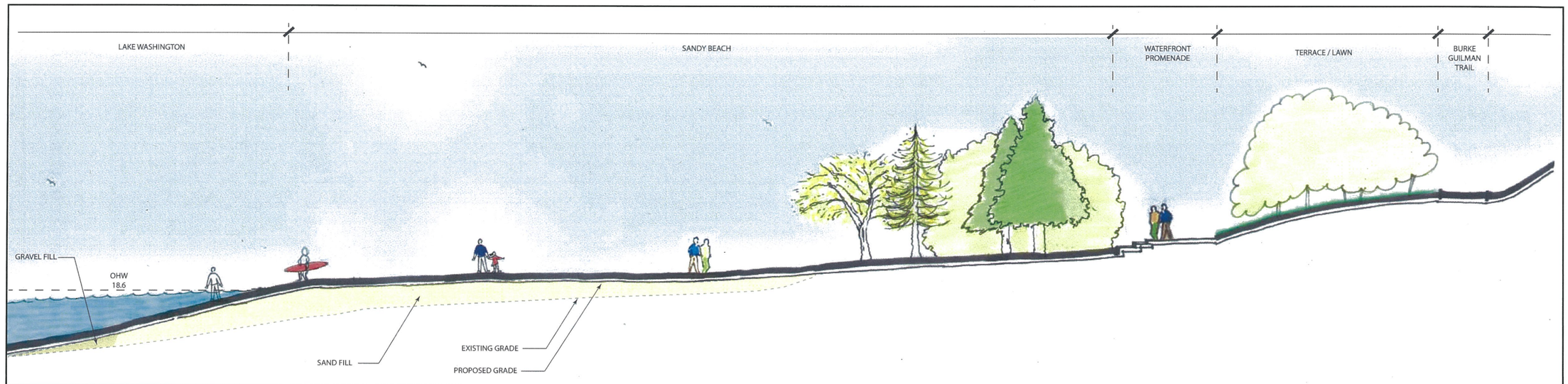

LOG BOOM PARK

SANDY BEACH SECTION B

SCALE: 1'=10'-0"

KENMORE

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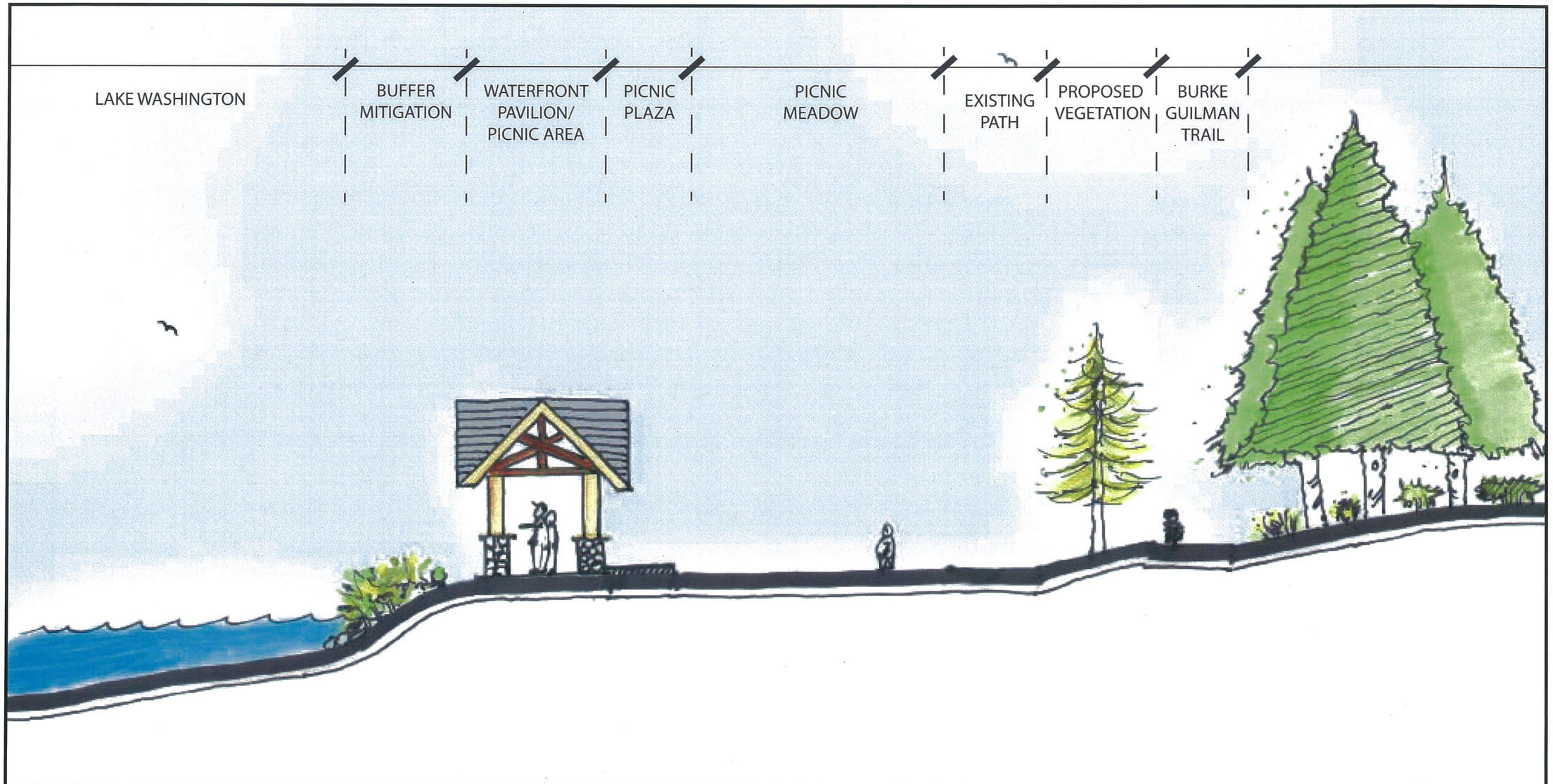

LOG BOOM PARK

PAVILION SECTION C

SCALE: 1'=10'-0"

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City of Kenmore

12/4/2015

Log Boom Park Waterfront Improvements

Estimate of Probable Construction Cost - Conceptual

Item No.	Item Description	Quantity	Unit		Unit Cost		Total Cost
1	Mobilization	1	LS	$	80,000.00	$	80,000.00
2	Flagging and Traffic Control	1	LS	$	25,000.00	$	25,000.00
3	Clearing and Grubbing	2	AC	$	8,000.00	$	16,000.00
4	Erosion and Water Pollution Control	1	LS	$	10,000.00	$	10,000.00
5	Proposed Sandy Beach - Sand Fill and Grading	2,500	CY	$	50.00	$	125,000.00
6	Proposed Sandy Beach - Gravel Fill and Grading	1,105	CY	$	70.00	$	77,350.00
7	Grading - Park Area	2,000	CY	$	35.00	$	70,000.00
8	Shoreline Enhancement - Riprap Void Fill	90	CY	$	60.00	$	5,400.00
9	Buffer Enhancement	27800	SF	$	4.00	$	111,200.00
10	Wetland Enhancement	10000	SF	$	5.00	$	50,000.00
11	Lawn	14000	SF	$	1.40	$	19,600.00
12	Waterfront Promenade - Concrete 10' Wide	4000	SF	$	22.00	$	88,000.00
13	Terraced Lawn with Concrete Seat Walls	85	LF	$	500.00	$	42,500.00
14	Waterfront Pavilion - Concrete Walk 8' Wide	1400	SF	$	16.00	$	22,400.00
15	Waterfront Pavilion/Picnic Area - Overlook	1	LS	$	55,000.00	$	55,000.00
16	Waterfront Pavilion Plaza	1000	SF	$	16.00	$	16,000.00
17	Small Boat Rental Building (50' x 25')	1250	SF	$	140.00	$	175,000.00
18	Small Boat Rental Plaza	5500	SF	$	22.00	$	121,000.00
19	Proposed Shore Access Path - Asphalt (CSBC)	120	SY	$	24.00	$	2,880.00
20	Interpretive/Wayfinding Signage	1	LS	$	10,000.00	$	10,000.00
21	Site Furniture	1	LS	$	25,000.00	$	25,000.00
22	Miscellaneous Site Amenities	1	LS	$	10,000.00	$	10,000.00
23	*Off-Site Mitigation (Assuming 6:1 Impact Mitigation Ratio)* [1]	0.72	AC	$	500,000.00	$	360,000.00
	Construction Cost Subtotal					$	1,517,330.00
	Construction Management					$	80,000.00
	Washington State Sales Tax (9.5%)					$	144,146.35
	Engineering/Design & Permitting (15%)					$	227,599.50
	Contingency (30%)					$	523,478.85
					TOTAL PROJECT COST	**$**	**2,492,554.70**

Notes:

1. This is a rough estimate with assumptions reflected in the Mitigation Memo. Cost per acre may vary from $250,000 to $500,000.

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A Division of Hatch Mott MacDonald

j.a. brennan

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Attachment 3

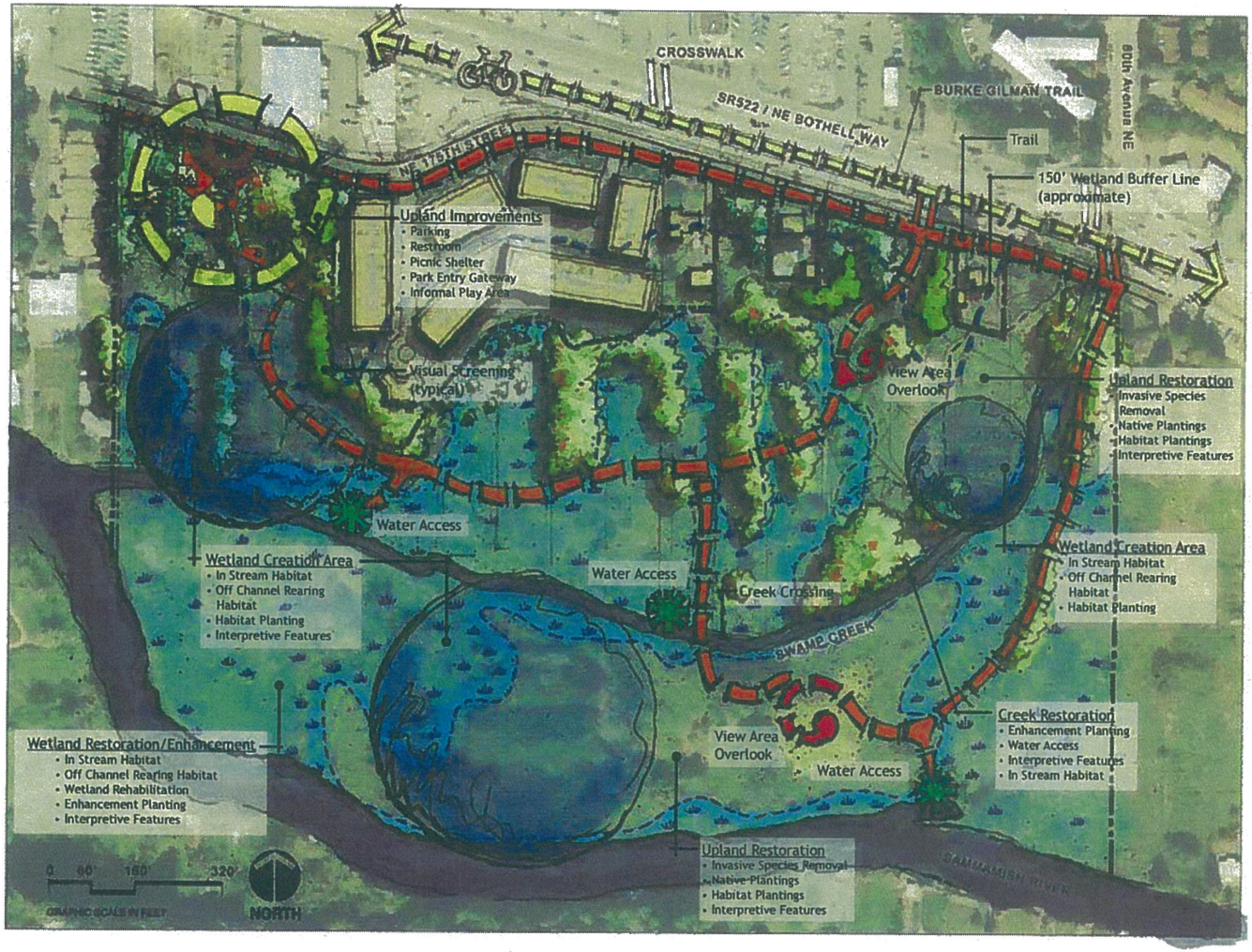


Exhibit A

HBB Landscape Architecture

ESA Adolfson

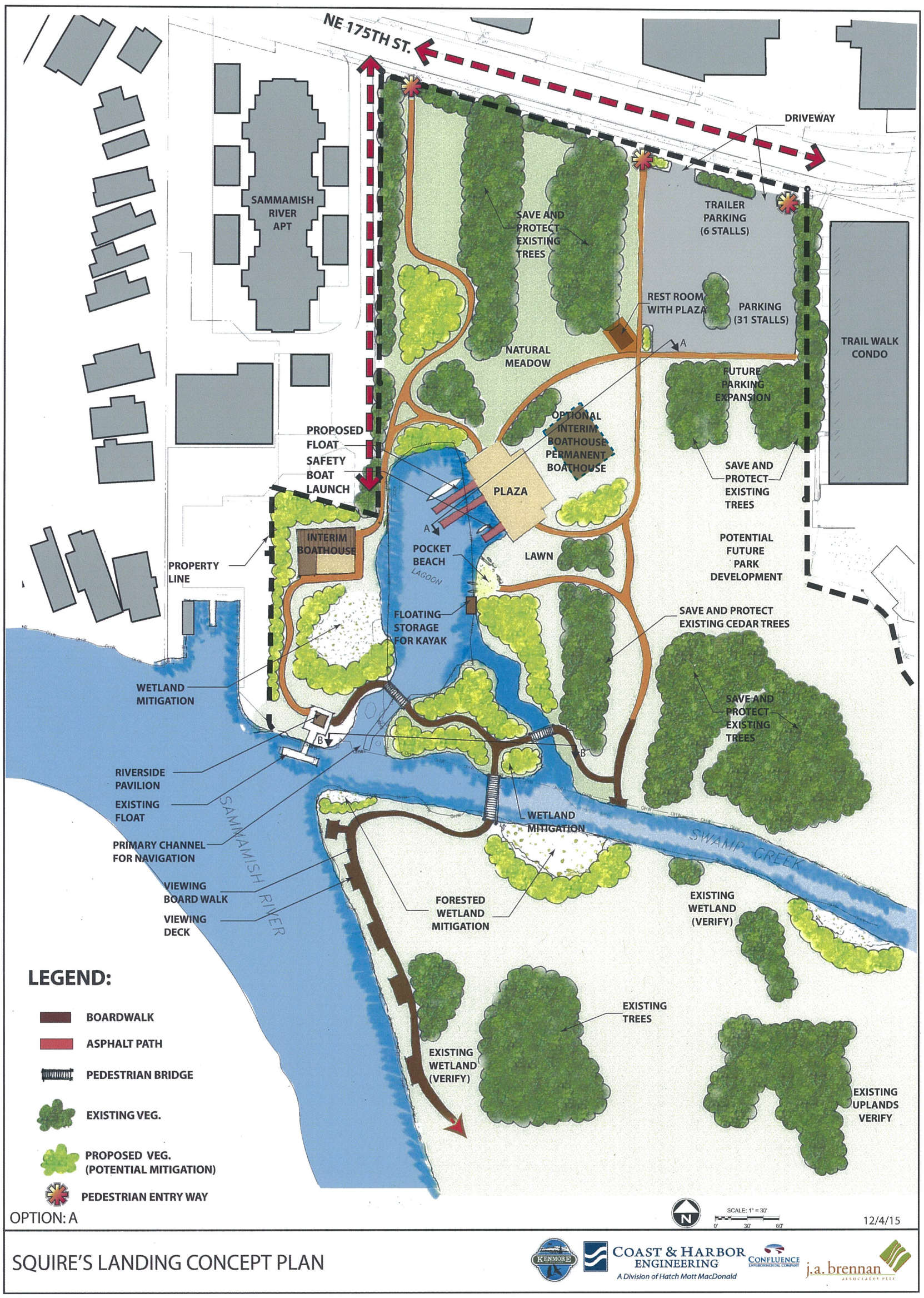
City of Kenmore
SWAMP CREEK PARK
RECOMMENDED MASTER PLAN
KENMORE, WASHINGTON

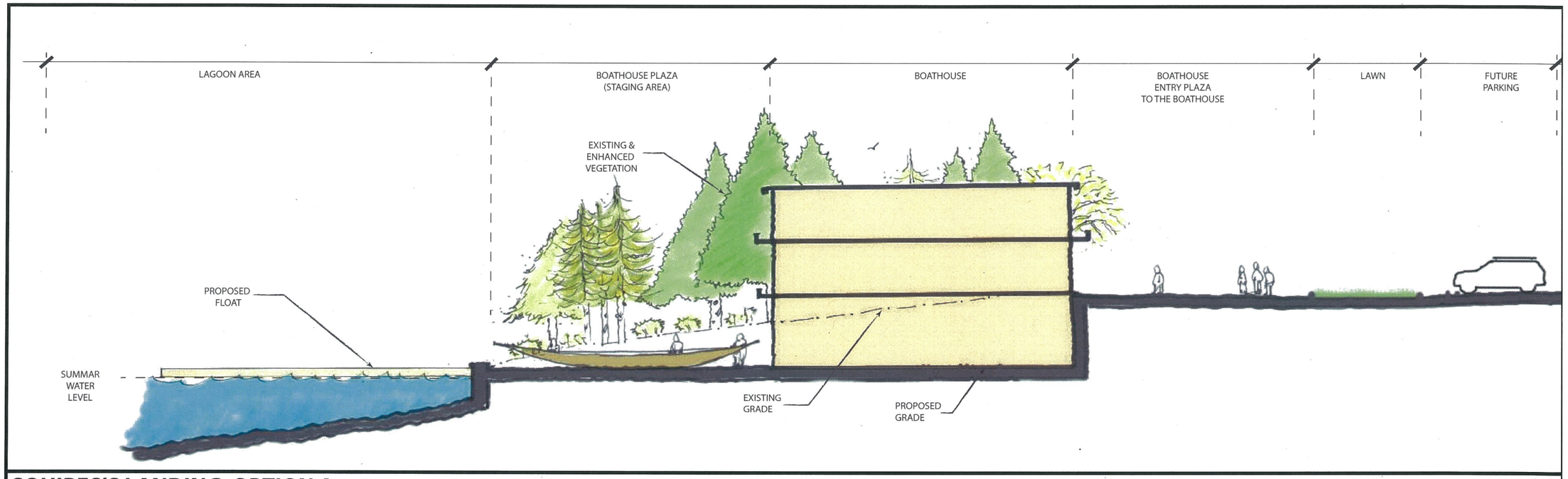
JANUARY 2010

SITE PLAN

1

Attachment 4





SQUIRES'S LANDING: OPTION A

BOATHOUSE : SECTON A

SCALE: 1'=10'-0"

KENMORE

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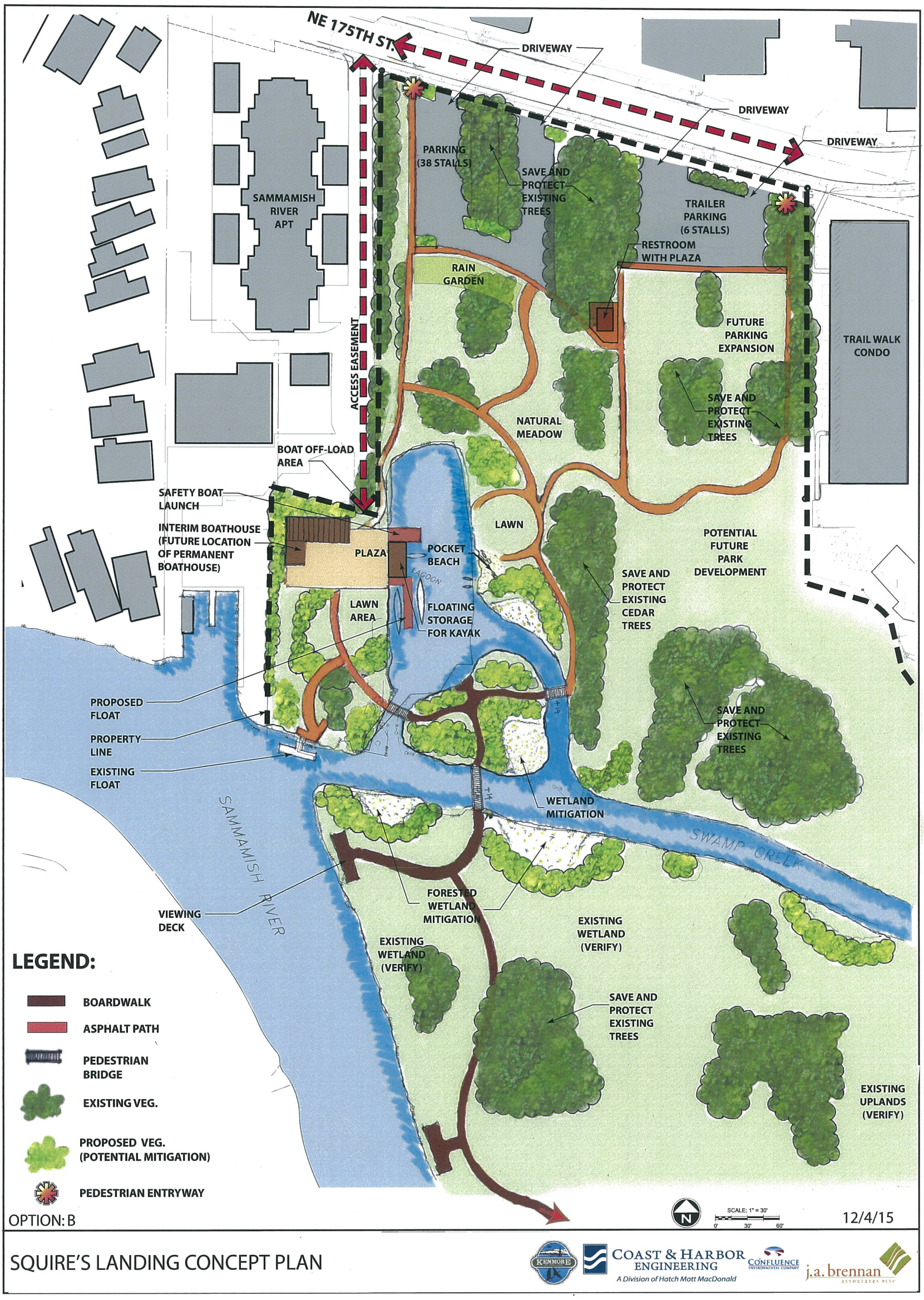
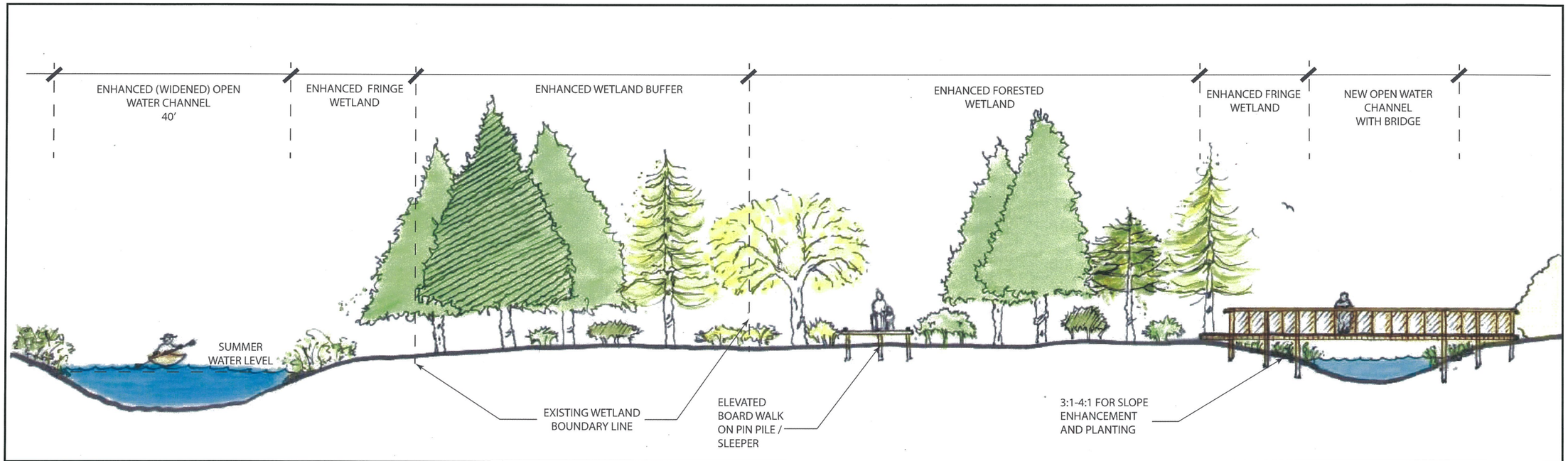

NE 175TH ST.
DRIVEWAY
DRIVEWAY
DRIVEWAY
PARKING (38 STALLS)
SAVE AND PROTECT EXISTING TREES
TRAILER PARKING (6 STALLS)
RESTROOM WITH PLAZA
SAMMAMISH RIVER APT
RAIN GARDEN
FUTURE PARKING EXPANSION
TRAIL WALK CONDO
ACCESS EASEMENT
SAVE AND PROTECT EXISTING TREES
NATURAL MEADOW
BOAT OFF-LOAD AREA
SAFETY BOAT LAUNCH
INTERIM BOATHOUSE (FUTURE LOCATION OF PERMANENT BOATHOUSE)
PLAZA
POCKET BEACH
LAWN
POTENTIAL FUTURE PARK DEVELOPMENT
SAVE AND PROTECT EXISTING CEDAR TREES
LAWN AREA
FLOATING STORAGE FOR KAYAK
PROPOSED FLOAT
PROPERTY LINE
EXISTING FLOAT
SAVE AND PROTECT EXISTING TREES
WETLAND MITIGATION
SAMMAMISH RIVER
SWAMP CREEK
VIEWING DECK
FORESTED WETLAND MITIGATION
EXISTING WETLAND (VERIFY)
EXISTING WETLAND (VERIFY)
SAVE AND PROTECT EXISTING TREES
EXISTING UPLANDS (VERIFY)
LEGEND:
BOARDWALK
ASPHALT PATH
PEDESTRIAN BRIDGE
EXISTING VEG.
PROPOSED VEG. (POTENTIAL MITIGATION)
PEDESTRIAN ENTRYWAY
OPTION: B
N
SCALE: 1" = 30'
0' 30' 60'
12/4/15
SQUIRE'S LANDING CONCEPT PLAN
KENMORE
COAST & HARBOR ENGINEERING
A Division of Hatch Mott MacDonald
CONFLUENCE
j.a. brennan



SQUIRE'S LANDING: OPTION A

ISLAND : SECTION B

SCALE: 1'=10'-0"

KENMORE BY THE LAKE

COAST & HARBOR ENGINEERING
A Division of Hatch Mott MacDonald

CONFLUENCE ENVIRONMENTAL COMPANY

j.a. brennan associates PLLC

City of Kenmore

12/4/2015

Squire's Landing Park Access Improvements - Option A

Estimate of Probable Construction Cost - Conceptual

Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization/Demobilization	1	LS	$ 125,000.00	$ 125,000.00
2	Flagging and Traffic Control	1	LS	$ 40,000.00	$ 40,000.00
3	Clearing and Grubbing	4	AC	$ 8,000.00	$ 32,000.00
4	Erosion and Water Pollution Control	1	LS	$ 10,000.00	$ 10,000.00
5	Demolition	1	LS	$ 35,000.00	$ 35,000.00
6	Excavation and Haul	1,658	CY	$ 35.00	$ 58,030.00
7	Dredging and Disposal	150	CY	$ 150.00	$ 22,500.00
8	New Kayak Floats	640	SF	$ 135.00	$ 86,400.00
9	Soft Shoreline Stabilization	3,030	SF	$ 25.00	$ 75,750.00
10	Parking Lot - 6" Excavation	385	CY	$ 35.00	$ 13,475.00
11	Parking Lot - Lighting	1	LS	$ 52,500.00	$ 52,500.00
12	Parking Lot - 4" HMA (Asphalt)	410	TON	$ 200.00	$ 82,000.00
13	Parking Lot - 4" CSBC	410	TON	$ 70.00	$ 28,700.00
14	Parking Lot - Concrete Curb	760	LF	$ 20.00	$ 15,200.00
15	Parking Lot - Stormwater Treatment and Drainage System	20,729	SF	$ 4.00	$ 82,916.00
16	Safety Boat Launch	1	LS	$ 20,000.00	$ 20,000.00
17	Shoreline Enhancement (Small Pocket Beach)	50	LF	$ 800.00	$ 40,000.00
18	Buffer Mitigation Planting	38,000	SF	$ 4.00	$ 152,000.00
19	Wetland Mitigation Planting	20,000	SF	$ 5.00	$ 100,000.00
20	Natural Meadow	29,800	SF	$ 1.50	$ 44,700.00
21	Lawn	31,000	SF	$ 1.40	$ 43,400.00
22	Path - Asphalt (CSBC)	1,500	SY	$ 24.00	$ 36,000.00
23	Riverside Pavilion - Overlook	1	LS	$ 55,000.00	$ 55,000.00
24	Board Walk - At Grade on Sleeper or Pin Pile no Railing - North of Swamp Creek	230	LF	$ 250.00	$ 57,500.00
25	Board Walk - At Grade on Sleeper or Pin Pile no Railing - South of Swamp Creek	445	LF	$ 250.00	$ 111,250.00
26	Board Walk - Elevated w railing	155	LF	$ 350.00	$ 54,250.00
27	Board Walk - Viewing Deck - North of Swamp Creek	1	EA	$ 10,000.00	$ 10,000.00
28	Board Walk - Viewing Deck - South of Swamp Creek	5	EA	$ 10,000.00	$ 50,000.00
29	Pedestrian Bridge Type 1 - 20 lineal feet	1	LS	$ 32,000.00	$ 32,000.00
30	Pedestrian Bridge Type 2 - 30 lineal feet	1	LS	$ 63,000.00	$ 63,000.00
31	Pedestrian Bridge Type 3 - 45 lineal feet	1	LS	$ 94,500.00	$ 94,500.00
32	Restroom Structure - Separate from boathouse	1	LS	$ 150,000.00	$ 150,000.00
33	Restroom Plaza Hardscape	700	SF	$ 16.00	$ 11,200.00
34	Boathouse Plaza - Bulkhead	80	LF	$ 490.00	$ 39,200.00
35	Boathouse Plaza - Water side	4,300	SF	$ 22.00	$ 94,600.00
36	Boathouse Plaza - Park side	6,400	SF	$ 22.00	$ 140,800.00
37	Boathouse - Utilities	1	LS	$ 60,000.00	$ 60,000.00
38	Interim Boathouse	1	LS	$ 20,000.00	$ 20,000.00
39	Floating Boat Storage	200	SF	$ 400.00	$ 80,000.00
40	Interpretive/Wayfinding Signage	1	LS	$ 24,000.00	$ 24,000.00
41	Site Furniture	1	LS	$ 45,000.00	$ 45,000.00
42	Miscellaneous Site Amenities	1	LS	$ 20,000.00	$ 20,000.00
43	*Off-Site Wetland Mitigation (Assuming 6:1 Impact Mitigation Ratio for Creation)* [1]	0.018	AC	$ 500,000.00	$ 9,000.00
	Construction Cost Subtotal				$ 2,416,871.00
	Construction Management				$ 125,000.00
	Washington State Sales Tax (9.5%)				$ 229,602.75
	Engineering/Design & Permitting (15%)				$ 362,530.65
	Contingency (30%)				$ 833,820.50
	TOTAL COST WITHOUT BOATHOUSE STRUCTURE				**$ 3,967,824.89**
	Boathouse Structure [2]	1	LS	$ 1,230,000.00	$ 1,230,000.00

Notes:
1. This is a rough estimate with assumptions reflected in the Mitigation Memo. Cost per acre may vary from $250,000 to $500,000.
2. Assumed to be a (6000 sf building w/ three stories w/ restroom w/elevator. Cost per square foot can vary from $160 to $250)

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A Division of Hatch Mott MacDonald
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CONFLUENCE

City of Kenmore

12/4/2015

Squire's Landing Park Access Improvements - Option B

Estimate of Probable Construction Cost - Conceptual

Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization/Demobilization	1	LS	$ 120,000.00	$ 120,000.00
2	Flagging and Traffic Control	1	LS	$ 40,000.00	$ 40,000.00
3	Clearing and Grubbing	4	AC	$ 8,000.00	$ 32,000.00
4	Erosion and Water Pollution Control	1	LS	$ 10,000.00	$ 10,000.00
5	Demolition	1	LS	$ 35,000.00	$ 35,000.00
6	Excavation and Haul	2,075	CY	$ 35.00	$ 72,625.00
7	New Kayak Floats	520	SF	$ 135.00	$ 70,200.00
8	Soft Shoreline Stabilization	3,841	SF	$ 30.00	$ 115,230.00
9	Parking Lot - 6" Excavation	530	CY	$ 35.00	$ 18,550.00
10	Parking Lot - Lighting	1	LS	$ 72,270.00	$ 72,270.00
11	Parking Lot - 4" HMA (Asphalt)	565	TON	$ 200.00	$ 113,000.00
12	Parking Lot - 4" CSBC	565	TON	$ 70.00	$ 39,550.00
13	Parking Lot - Concrete Curb	1,440	LF	$ 20.00	$ 28,800.00
14	Parking lot - Stormwater Treatment and Drainage System	28,496	SF	$ 4.00	$ 113,984.00
15	Safety Boat Launch	1	LS	$ 20,000.00	$ 20,000.00
16	Shoreline Enhancement	80	LF	$ 800.00	$ 64,000.00
17	Buffer Mitigation Planting	38,000	SF	$ 4.00	$ 152,000.00
18	Wetland Mitigation Planting	20,000	SF	$ 5.00	$ 100,000.00
19	Natural Meadow	29,800	SF	$ 1.50	$ 44,700.00
20	Lawn	31,000	SF	$ 1.40	$ 43,400.00
21	Path - Asphalt (CSBC)	1,870	SY	$ 24.00	$ 44,880.00
22	Board Walk - At Grade on Sleeper or Pin Pile no Railing - South of Swamp Creek	555	LF	$ 250.00	$ 138,750.00
23	Board Walk - Elevated w Railing	206	LF	$ 350.00	$ 72,100.00
24	Board Walk - Viewing Deck	2	EA	$ 10,000.00	$ 20,000.00
25	Pedestrian Bridge Type 1 - 20 Lineal feet	1	LS	$ 32,000.00	$ 32,000.00
26	Pedestrian Bridge Type 2 - 30 Lineal feet	1	LS	$ 63,000.00	$ 63,000.00
27	Pedestrian Bridge Type 3 - 45 Lineal feet	1	LS	$ 94,500.00	$ 94,500.00
28	Restroom Structure - Separate from Boathouse	1	LS	$ 150,000.00	$ 150,000.00
29	Restroom Plaza Hardscape	900	SF	$ 16.00	$ 14,400.00
30	Boathouse Plaza - Bulkhead	80	LF	$ 490.00	$ 39,200.00
31	Boathouse Plaza - Water Side	3,300	SF	$ 22.00	$ 72,600.00
32	Boathouse Plaza - Park Side	4,000	SF	$ 22.00	$ 88,000.00
33	Interim Boathouse	1	LS	$ 20,000.00	$ 20,000.00
34	Floating Boat Storage	200	SF	$ 400.00	$ 80,000.00
35	Interpretive/Wayfinding Signage	1	LS	$ 24,000.00	$ 24,000.00
36	Site Furniture	1	LS	$ 45,000.00	$ 45,000.00
37	Miscellaneous Site Amenities	1	LS	$ 20,000.00	$ 20,000.00
38	*Off-Site Wetland Mitigation (Assuming 6:1 Impact Mitigation Ratio for Creation)* [1]	0	AC	$ 500,000.00	$ -
	Construction Cost Subtotal				$ 2,323,739.00
	Construction Management				$ 120,000.00
	Washington State Sales Tax (9.5%)				$ 220,755.21
	Engineering/Design & Permitting (15%)				$ 348,560.85
	Contingency (30%)				$ 801,689.96
				TOTAL COST WITHOUT BOATHOUSE STRUCTURE	**$ 3,814,745.01**
	Boathouse Structure [2]	1	LS	$ 1,230,000.00	$ 1,230,000.00

Notes:

1. This is a rough estimate with assumptions reflected in the Mitigation Memo. Cost per acre may vary from $250,000 to $500,000.

2. Assumed to be a (6000 sf building w/ three stories w/ restroom w/elevator. Cost per square foot can vary from $160 to $250)

COAST & HARBOR ENGINEERING

j.a. brennan

CONFLUENCE

Attachment 5

CONFLUENCE
ENVIRONMENTAL COMPANY

To: Younes Nori, Coast and Harbor Engineering
cc: Paul Schlenger, Confluence and Shane Phillips, Coast and Harbor Engineering

From: Christina Merten

Date: November 30, 2015

Re: City of Kenmore Log Boom and Squire's Landing Park Mitigation Strategy

Enclosures: ESA Wetland Determination Figure 2

Confluence Environmental Company (Confluence) has reviewed the conceptual designs for the City of Kenmore (City) Log Boom and Squire's Landing Park improvements. This memo outlines the potential critical areas impacts for the proposed projects and potential mitigation options for these impacts likely to be required to meet applicable regulations.

OVERVIEW OF POTENTIAL IMPACTS

Log Boom Park

The improvements currently proposed for Log Boom Park impact Wetland B that was identified in the 2007 ESA Adolfson Wetland Determination report (ESA 2007). A copy of the ESA wetland determination map is attached and shows the location of the wetlands identified on the site. Approximately 0.17 acres of Wetland B will be impacted through the creation of the swim beach, trails, and associated shoreline improvements. Impacts to Wetlands A and C identified in the ESA report have been avoided with the current conceptual design.

The project is also proposing to place material (i.e., "fill") along the shoreline of Lake Washington below the ordinary high water mark (OHWM). This fill is needed in order to construct the swim beach at the park and improve shoreline habitat within the park. Approximately 0.61 acres of lake bed will be impacted as part of this work. Two anchored swim floats and a float line (a total of 600 square feet) are also being proposed to be placed in the deeper portions of the lake along the waterfront.

Additionally, the park area outside of wetlands is located within buffers associated with Wetlands A, B, and C. These buffers are likely to be impacted by the remainder of proposed park improvements.

Squire's Landing Park Option A and Option B

The park improvements currently proposed for Option A and B would occur in two phases and impact existing wetlands, areas below the OHWM of Swamp Creek and Sammamish River, and buffers to wetlands and the waterways. A base map, including wetland delineation information from 2002, was

provided by the City and used to estimate impacts. Approximately 0.09 acres of wetland would be impacted by the proposed trail system for the park in Option A. Option B impacts slightly less wetland area (approximately 0.08 acres).

The project is also proposing to widen the existing connection of the manmade lagoon to Swamp Creek and excavate an additional side channel to provide habitat enhancements to the lagoon. This work is proposed for both Option A and Option B and involves dredging 150 cubic yards of material within a 640 square foot area below OHWM of Swamp Creek. These side channels will ultimately provide additional aquatic habitat for the Swamp Creek system, but the widening of the existing connection will require dredging impacts.

As part of the proposed trail system approximately 665 square feet of overwater bridges are proposed on the lagoon side channels and Swamp Creek for both Option A and Option B. As part of the proposed boating facilities for Option A, an additional approximately 950 square feet of overwater structure is proposed in the form of floats, safety boat launch (lift), and boat storage facilities. For Option B the overwater boat storage is not proposed and reduces the overwater boating facility impacts to 845 square feet.

For both Options A and B the buffers of Swamp Creek and Sammamish River will also be impacted with proposed trail system, boat house, viewing platforms, and pavilion structures. Currently there is a temporary boathouse that is proposed for each of these options. If this temporary boathouse is not constructed on existing boathouse footprints or within the footprint of the future proposed boathouse, the City will be required to mitigate for both the temporary and the future boathouse impacts.

Based on current information used to assess impacts, Option B is slightly less impacting than Option A. Corps and Ecology will require that the wetland delineation be updated prior to permit application because the most recent delineation is more than 5 years old. It is very likely that wetland areas on the project site will increase and therefore, it is difficult to definitively say which option will have fewer impacts.

MITIGATION REQUIREMENTS

Log Boom Park

Wetland A is categorized as a Class 1 wetland according to City of Kenmore code. Based on the Kenmore Municipal Code the minimum ratios for mitigating an impact to Class 1 wetlands are as follows:

- On-site and in-kind creation or restoration: 3 acres of mitigation: 1 acre of impact (3:1)
- On-site and in-kind enhancement: 6:1
- Off-site and in-kind: Ratios are increased at the discretion of the city manager

Based on the amount of impacts for this project it is likely that a permit may be needed from the Corps and Ecology. Corps and Ecology will require that the wetland delineation be updated prior to permit application because the most recent delineation is more than 5 years old. Assuming that the wetland is a Category 1 wetland, mitigation ratios based on regulatory guidance are as follows:

- Re-establishment or creation (grading and planting to establish a wetland): 6:1
- Rehabilitation (manipulation of hydrology to restore a historic wetland area): 12:1
- Enhancement (removal of invasive species and planting of natives): up to 24:1

The regulating agency that recommends the highest ratio for mitigation would take precedence for the project mitigation requirements.

Wetland buffer impacts will be mitigated on site by enhancements to the remaining buffers for Wetland A, B, and C including actions such as removal of invasive species and planting of native vegetation. The shoreline buffer along Lake Washington will also be improved through removal of invasive plant species and planting of native vegetation throughout the vegetated shoreline in the park.

Overwater impacts will require mitigation by Washington Department of Fish and Wildlife (WDFW). Unlike wetlands, there is no set ratio for this type of impact, but it could be a 1:1 replacement area for mitigation that provides similar or better habitat (i.e., reduction in overwater structure area elsewhere, creation of new side channels) and is preferred to be on-site. This ratio could slide up or down depending on the type of habitat impacted and the type of mitigation proposed.

Squire's Landing Park

Wetlands associated with Swamp Creek and the Sammamish River are Class 1 wetlands according to City of Kenmore code. Therefore, the wetland mitigation ratio requirements for Squire's Landing Park improvement are the same as those listed above for Log Boom. A full wetland delineation of the areas within the park that involve proposed work will need to be conducted prior to additional design work in order to confirm wetland impacts and mitigation opportunities at the park.

City of Kenmore code also classifies Swamp Creek and Sammamish River as Type 1 Streams, which have 150 foot buffers. Impacts to these buffers will require mitigation through buffer enhancement. Buffer enhancement options for both wetlands and streams are available along the shoreline of Swamp Creek within the park boundary. The City code does not provide a ratio for buffer mitigation, however at a minimum it can be expected to be a 1:1 ratio.

As discussed previously for Log Boom Park, overwater impacts will require mitigation by Washington Department of Fish and Wildlife (WDFW). There is no set ratio for this mitigation, but it could be a 1:1 replacement area and is preferred to be on-site.

CONFLUENCE ENVIRONMENTAL COMPANY

MITIGATION OPTIONS AND COST ESTIMATES

Wetland and shoreline mitigation costs vary substantially depending on the types of mitigation work proposed and land costs associated with the work. The mitigation options that are most likely to be accepted for the proposed impacts for these projects are:

- On-site and in-kind;
- Off-site and in-kind; and
- King County In-Lieu Fee (ILF) program

Certain components of both the Log Boom and Squires projects may be considered as mitigation for impacts and would be on-site and in-kind. As noted earlier, this type of mitigation requires the lowest mitigation ratios because areas improved through mitigation are in close proximity to where the impacts occur. Discussions of these options are included below.

On-site Mitigation

Log Boom Park

The currently proposed plan for Log Boom has some components that may serve as mitigation to offset anticipated project impacts. These components are:

- Creation of a new forested wetland area west of Wetland B (approximately 0.07 acres);
- Enhancement of the portions of Wetland B that avoided impact (approximately 0.08 acres);
- Enhancement of the vegetation within Wetland A by removal of invasives and planting native shrubs (approximately 0.08 acres);
- Shoreline enhancement throughout the park through removal of invasives and planting of native shrubs and trees;
- Riparian shoreline enhancement east of the existing pier structure consisting of placement of fish spawning gravel over the existing bulkhead structure, planting native forest vegetation, and placement of large woody debris; and,
- Placement of fish spawning gravel below the OHWM in those areas that are graded for the swim beach. This fish spawning gravel mix that would be used will need to meet Washington State Department of Fish and Wildlife requirements and will likely be a washed and naturally rounded 2-inch minus gravel mix.

The total wetland mitigation provided by these activities is: 0.07 acres of creation and 0.16 acres of enhancement. Based on the mitigation ratios discussed above, it is not anticipated that the wetland mitigation components proposed at Log Boom Park will be sufficient to mitigate for the entire 0.17 acres of impact. Therefore, additional mitigation will likely be needed at either Squire's Landing or at another off-site property owned by the City.

It is possible that the riparian shoreline enhancement, placement of fish spawning gravel, and buffer enhancements may compensate for impacts to the shoreline and lake bed of Lake Washington. However, since mitigation approval is required by WDFW, additional mitigation may be required and could be proposed as part of the Squire's Landing Park improvements.

Squire's Landing Park Options A and B

The currently proposed options for the multiphase improvements for Squire's Landing Park have some components that may serve as mitigation to offset anticipated project impacts to critical areas. Option A and B are slightly different in creation of side channel areas that are proposed. The mitigation components for both options are discussed below:

- Creation of a new forested wetland area on the south shore of Swamp Creek where SnoKing watershed improvements are not proposed and surrounding the lagoon (0.18 acres);
- Enhancement of the remaining on-site wetlands by removal of invasive plants and planting native shrubs and trees (0.28 acres);
- Riparian creation through the expansion of the existing lagoon outlet and creation of an additional side channel connecting the lagoon to Swamp Creek to the east of the existing connection. The new channel should focus on habitat improvements through shading from shoreline plantings and placement of large woody debris within the channel. The currently proposed side channel system for Option A creates 4,667 sf of new side channel to the Swamp Creek system. For Option B this is approximately 5,228 sf. For both options this will also improve water quality in the lagoon system by decreasing temperatures and increasing the exchange of water in that system;
- Enhancement of the vegetation within the buffers to Swamp Creek and Sammamish River by removing invasives and planting native trees and shrubs; and
- Placement of fish mix gravel below the OHWM in those areas that are graded for the side channels and within the lagoon. This fish mix gravel that would be used will need to meet Washington State Department of Fish and Wildlife requirements and will likely be naturally occurring, rounded meeting WSDOT Type 4 Aggregate sizing requirements.

As discussed above, the current proposals for Squire's Landing Park involve between 0.08 and 0.09 acres of wetland impact. This is based on a very old wetland determination line that is likely to change once it is re-delineated. Based on the current estimates of wetland creation (0.18 acres and therefore a 2:1 ratio) and wetland enhancement activities (0.28 acres and therefore a 3:1 ratio), it's not anticipated that wetland impacts for both Squire's Landing and Log Boom park would be fully mitigated with the current proposal. Squire's Landing mitigation would be considered off-site and in-kind for Log Boom impacts. Additional creation or enhancement areas are available at the site, so it is possible that the mitigation requirements could be met, we just cannot be certain until a wetland delineation is performed so that we can know if areas would qualify as creation or enhancement.

There is also between 1,510 and 1,615 sf of overwater impacts proposed. The current proposal involves between 4,667 and 5,228 sf of side channel habitat which is a better performing aquatic habitat than the current man-made lagoon. It is possible that this will create additional mitigation that could be used as out-of-kind wetland mitigation, but acceptance of this would require negotiations with the regulatory agencies.

The cost for construction of these on-site mitigation actions are included in the overall site construction costs being considered by the City. Costs for maintaining, monitoring and implementing adaptive management for the mitigation proposed is not included and would be required for anywhere from 1 to 10 years after the construction of these projects depending on the type of mitigation.

Off-site Mitigation

In evaluating any other off-site mitigation options for the park projects, the City would be required to design, permit, construct, maintain, monitor and comply with any required adaptive management for the project into the future. For recent mitigation projects designed by Confluence within the Lake Washington system, off-site mitigation costs ranged between $250,000 to $500,000 per acre for wetland and shoreline mitigation work. This cost includes only construction of the mitigation project and does not include design, land acquisition costs or maintenance, monitoring, and adaptive management of the project into the future. If we assume that the off-site mitigation would be for creation of wetland involving excavation and the ratio for off-site mitigation would be 6:1 (which is the ratio required by the Corps and Ecology), mitigation for both Log Boom and Squire's Landing impacts of 0.26 acres could cost up to $780,000.

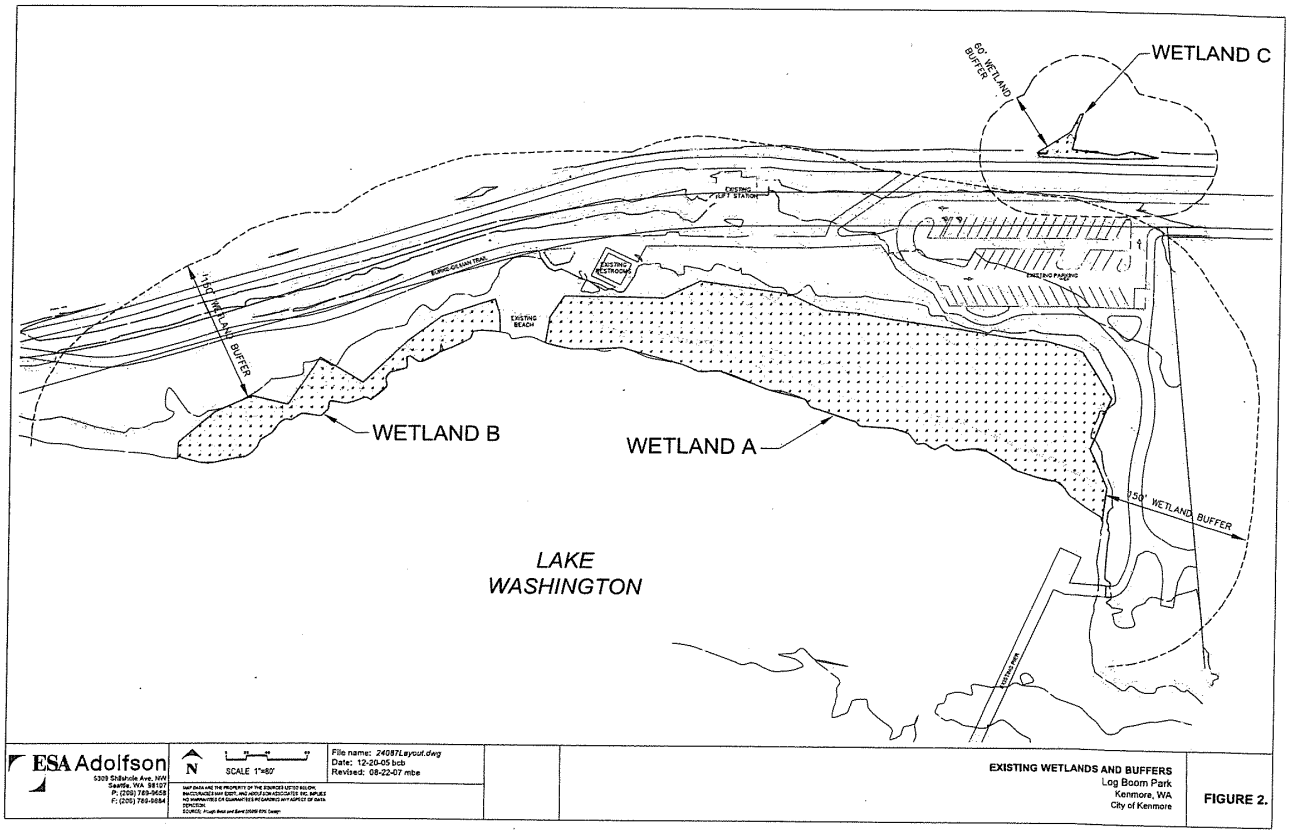
King County ILF Program Mitigation

The option that will provide the quickest route for permitting is the King County ILF program. This program provides mitigation that is permitted, maintained and monitored by King County in exchange for fees paid into the program. Both Log Boom and Squires are located within the Cedar River/Lake Washington Service Area for the ILF program. At this time the program is selling credits for $48,000 each with an additional $4.22 per square foot of impact land fee. Credits are sold based on the functions per area of the wetland or aquatic resource being impacted. One acre of wetland area provides several different types of functions; therefore, you end up with more than one credit per acre being required. Based on the impacts being proposed for Log Boom and Squires (approximately 0.26 acres total) the cost to mitigate using the ILF program is between $500,000 and $825,000.

One of the benefits of providing mitigation using the ILF program is that the ILF program is then responsible for all construction, maintenance, monitoring and adaptive management costs associated with the mitigation. If the City proposes to construct their own mitigation they will be responsible for the costs of property acquisition, mitigation design, mitigation construction and future costs such as required monitoring and maintenance of mitigation sites for a minimum of 10 years.

REFERENCES

ESA Adolfson 2007. Log Boom Park Wetland Determination Report. Prepared for the City of Kenmore. December 2007.



ESA Adolfson
5309 Shilshole Ave. NW
Seattle, WA 98107
P: (206) 789-9658
F: (206) 789-9684

N

SCALE 1"=80'

File name: 24097Layout.dwg
Date: 12-20-05 bcb
Revised: 08-22-07 mbe

MAP DATA ARE THE PROPERTY OF THE SOURCES LISTED BELOW. INCLUDING ESA ADOLFSON ASSOCIATES INC. IMPLIES NO WARRANTIES OR GUARANTEES REGARDING ANY ASPECT OF DATA VERACITY.
SOURCE: King County and Esri (2005) GIS Data

EXISTING WETLANDS AND BUFFERS
Log Boom Park
Kenmore, WA
City of Kenmore

FIGURE 2.

WATERFRONT IMPROVEMENTS

GOALS

- IMPROVE PUBLIC ACCESS AND CONNECTION TO THE SHORELINE AND WATER
- IMPROVE CIRCULATION AND LINKAGE WITHIN THE PARK
- IMPROVE OPPORTUNITIES FOR PASSIVE AND ACTIVE RECREATION
- PROVIDE OPTIONS FOR ENVIRNONMENTAL RESTORATION AND ENHANCEMENT

LOG BOOM PARK WATERFRONT IMPROVEMENTS

VICINITY MAP

LOG BOOM PARK WATERFRONT IMPROVEMENTS

Site photos

LOG BOOM PARK WATERFRONT IMPROVEMENTS

- **BEACH**
- **WATERFRONT PROMENADE AND TRAILS TO ACCESS THE SHORELINE**
- **HAND CARRY BOAT RENTAL BUILDING**
- **IMPROVED HAND CARRY BOAT LAUNCH ACCESS**
- **WATERFRONT PAVILION, PICNIC AREAS AND LAWNS**
- **IMPROVED LANDSCAPING**
- **RIPARIAN SHORELINE ENHANCEMENT**
- **WETLAND PROTECTION AND ENHANCEMENT**

LOG BOOM PARK WATERFRONT IMPROVEMENTS

IDEAS

KENMORE BY THE LAKE

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LOG BOOM PARK WATERFRONT IMPROVEMENTS

KENMORE BY THE LAKE

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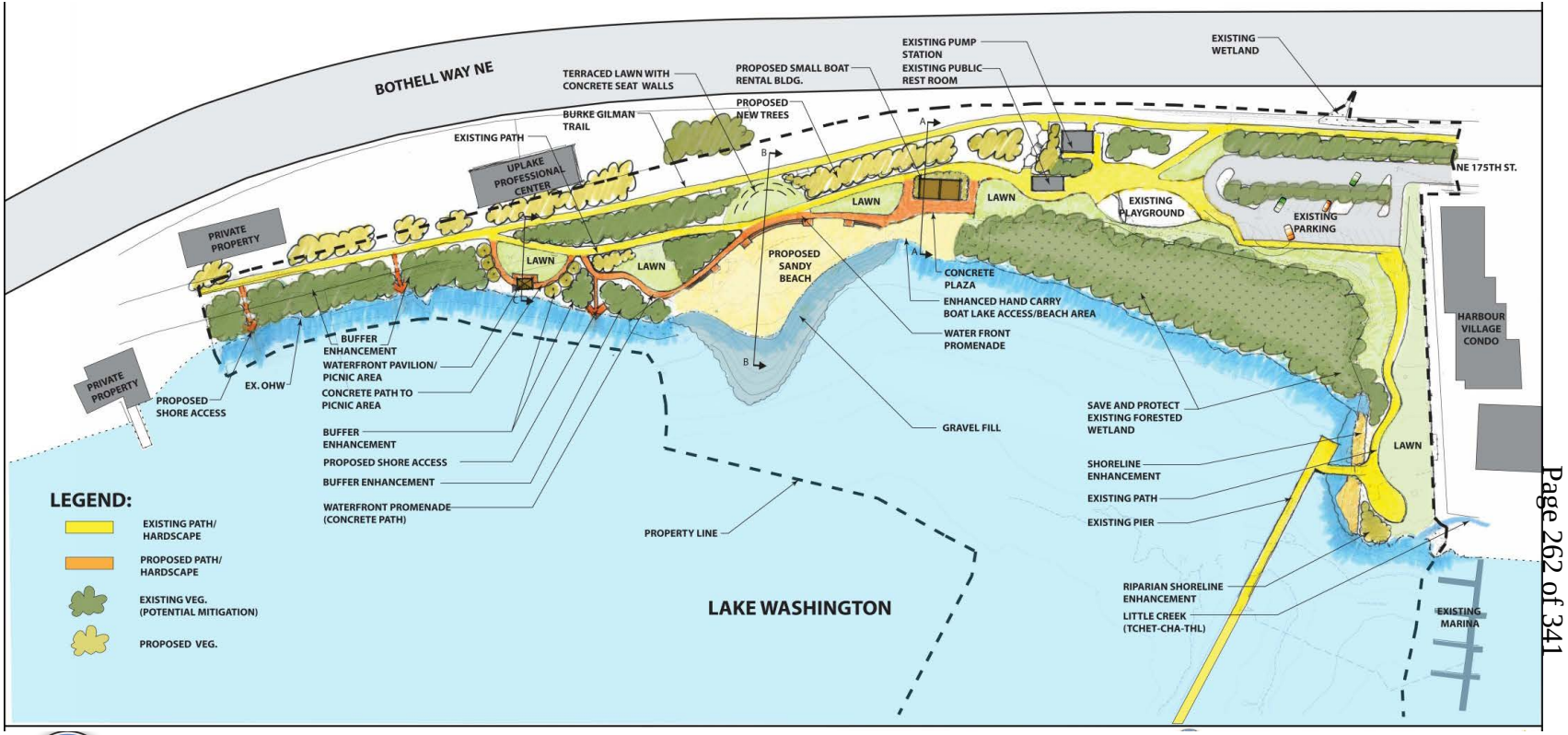
LOG BOOM PARK WATERFRONT IMPROVEMENTS



KENMORE BY THE LAKE

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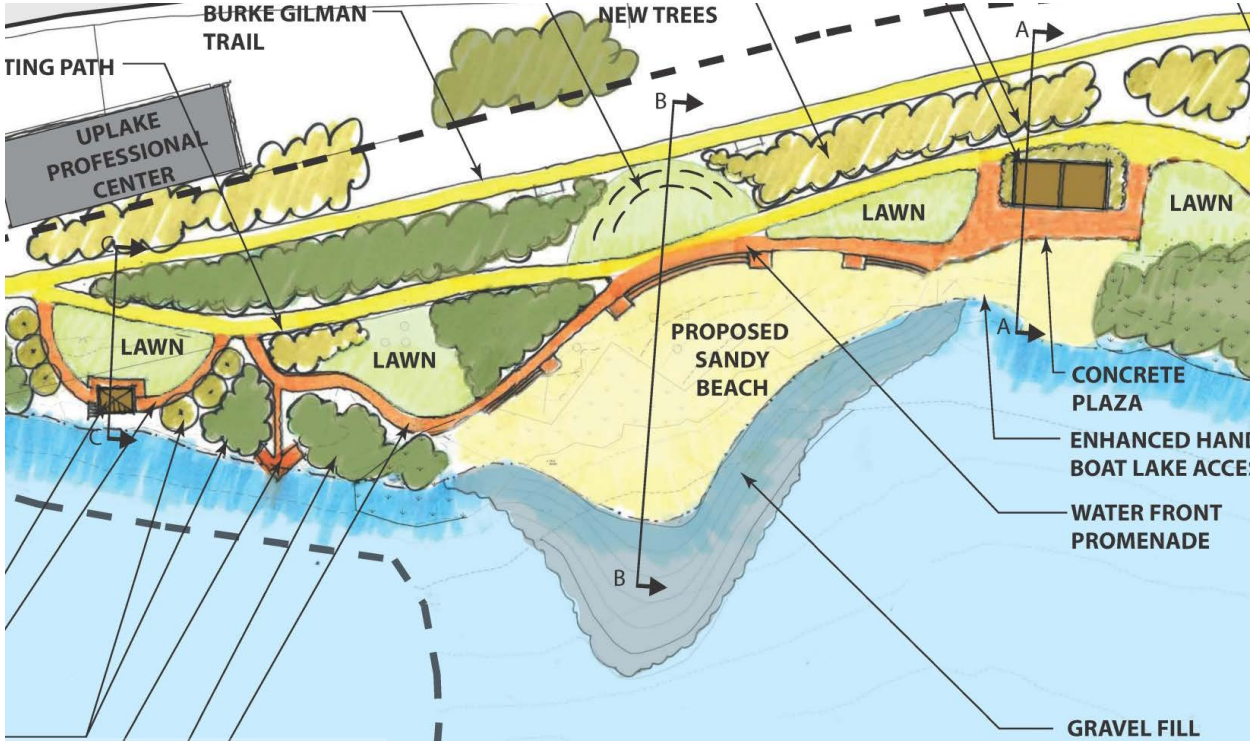
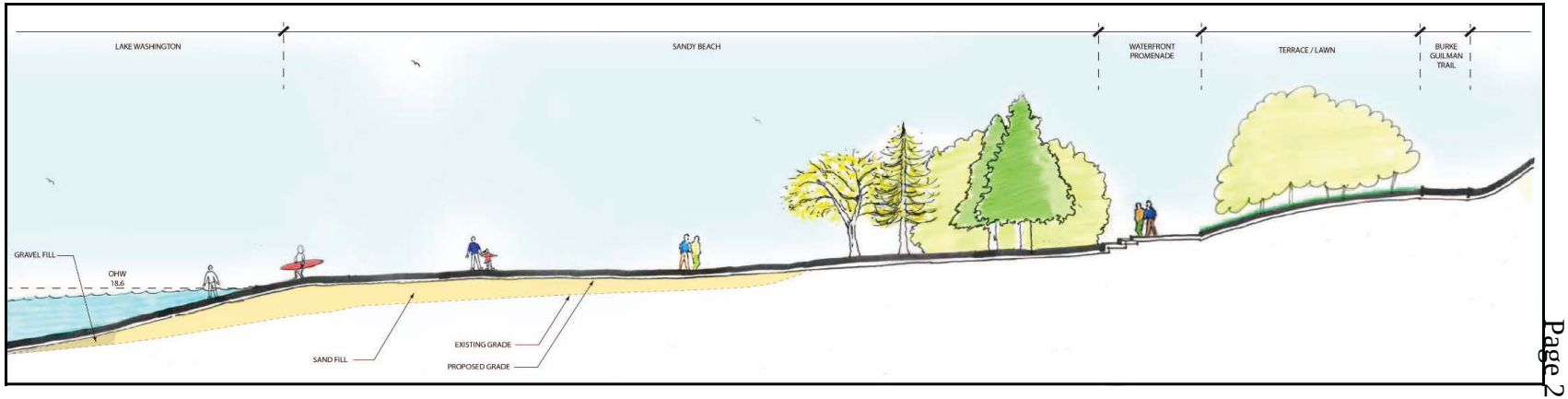
LOG BOOM PARK WATERFRONT IMPROVEMENTS



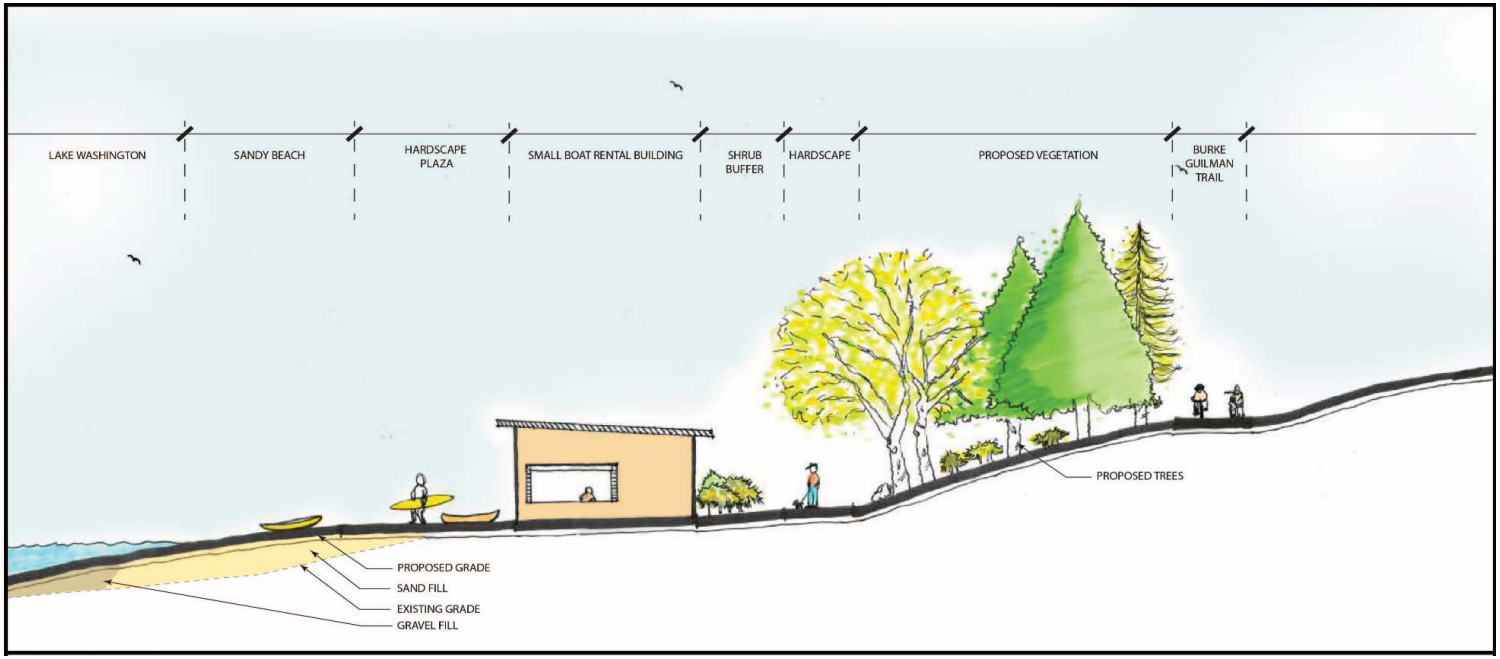
WATER FRONT PROMENADE

LOG BOOM PARK WATERFRONT IMPROVEMENTS



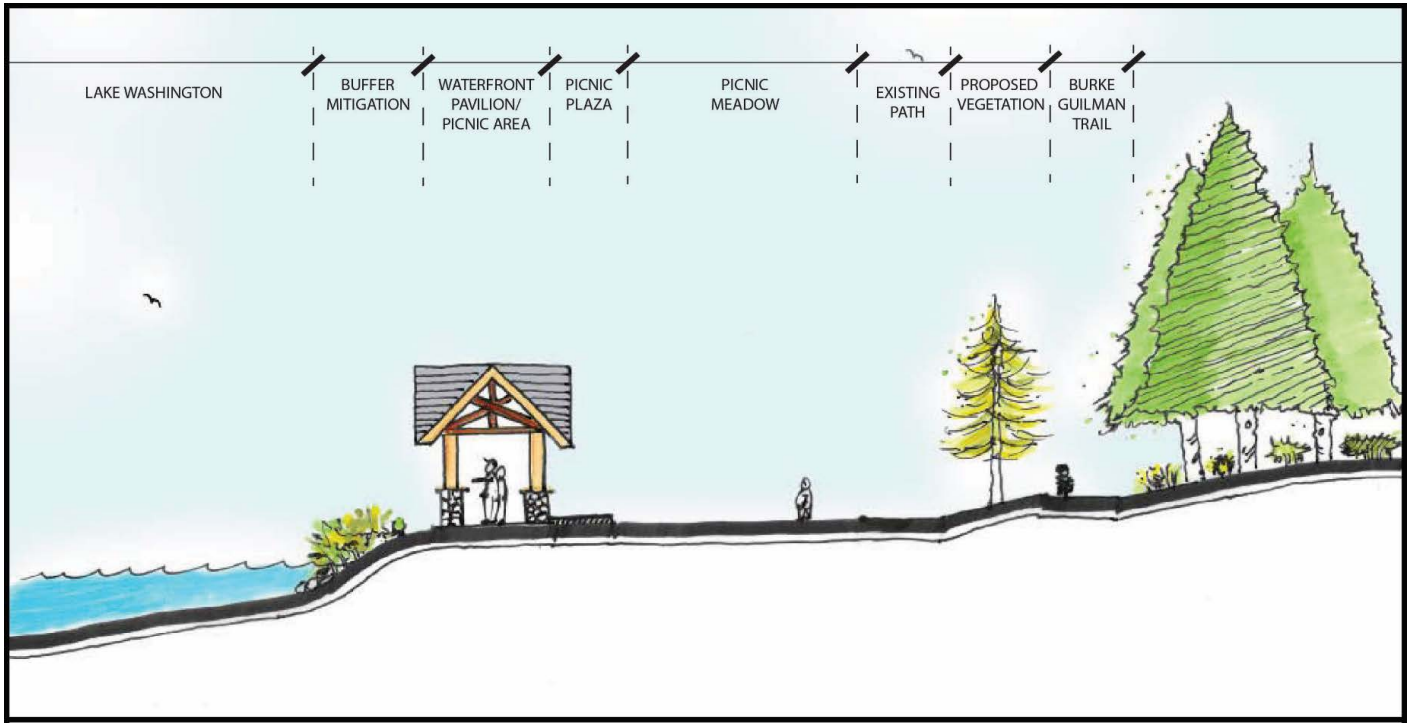
BEACH SECTION

LOG BOOM PARK WATERFRONT IMPROVEMENTS



BOATHOUSE SECTION

LOG BOOM PARK WATERFRONT IMPROVEMENTS



PAVILION SECTION

COST ESTIMATE

Construction Cost Subtotal	$	1,517,330.00
Construction Management	$	80,000.00
Washington State Sales Tax (9.5%)	$	144,146.35
Engineering/Design & Permitting (15%)	$	227,599.50
Contingency (30%)	$	523,478.85
TOTAL PROJECT COST	**$**	**2,492,554.70**

KENMORE BY THE LAKE

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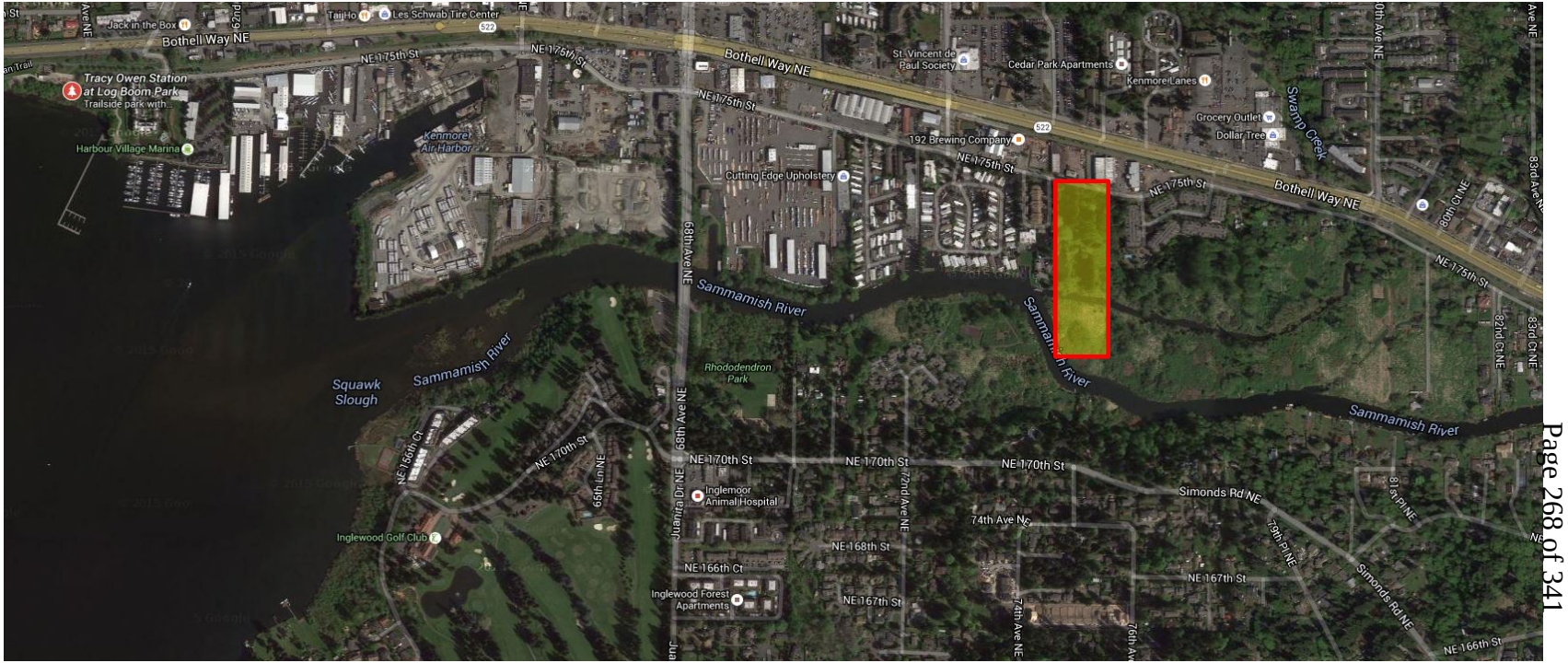
CONFLUENCE ENVIRONMENTAL COMPANY

j.a. brennan associates PLLC

SQUIRE'S LANDING PARK IMPROVEMENTS



VICINITY MAP

SQUIRE'S LANDING PARK IMPROVEMENTS

ENTIRE SITE _____ ACRES

SQUIRE'S LANDING PARK IMPROVEMENTS

EXISTING LAGOON

TYPICAL VEGETATION IN PARK

SITE PHOTOS

EXISTING CONDITIONS

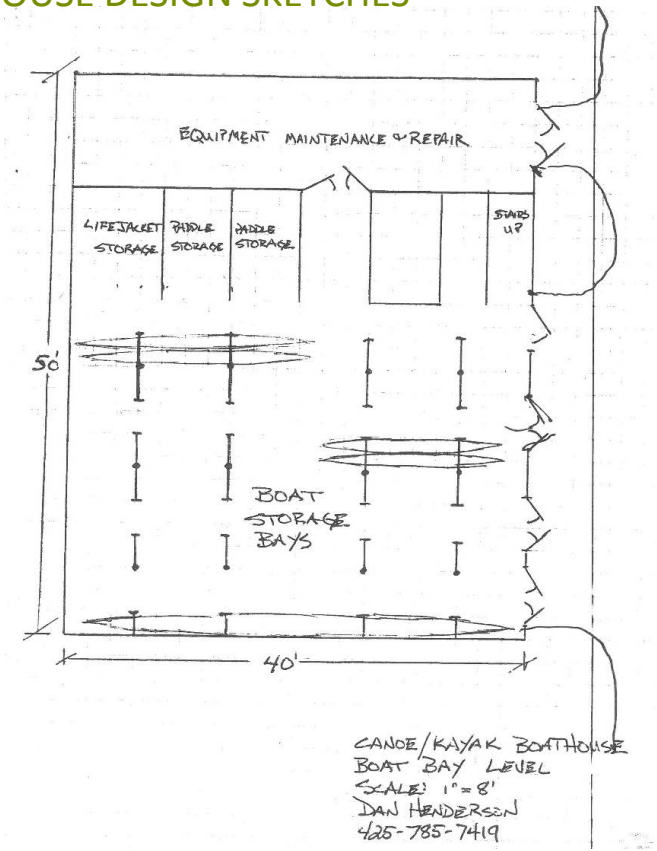
RAIN GAREDN EXAMPLES

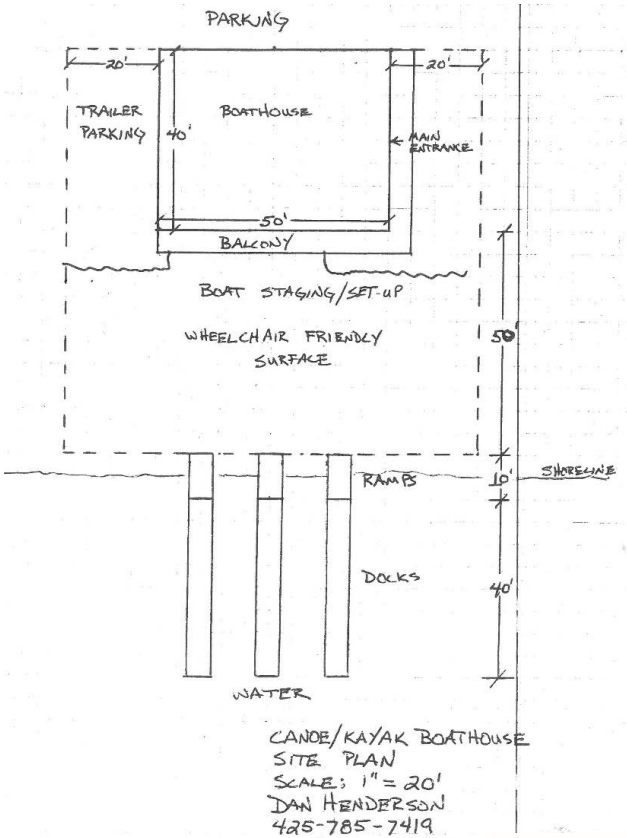
ACTIVE BEACH AREA

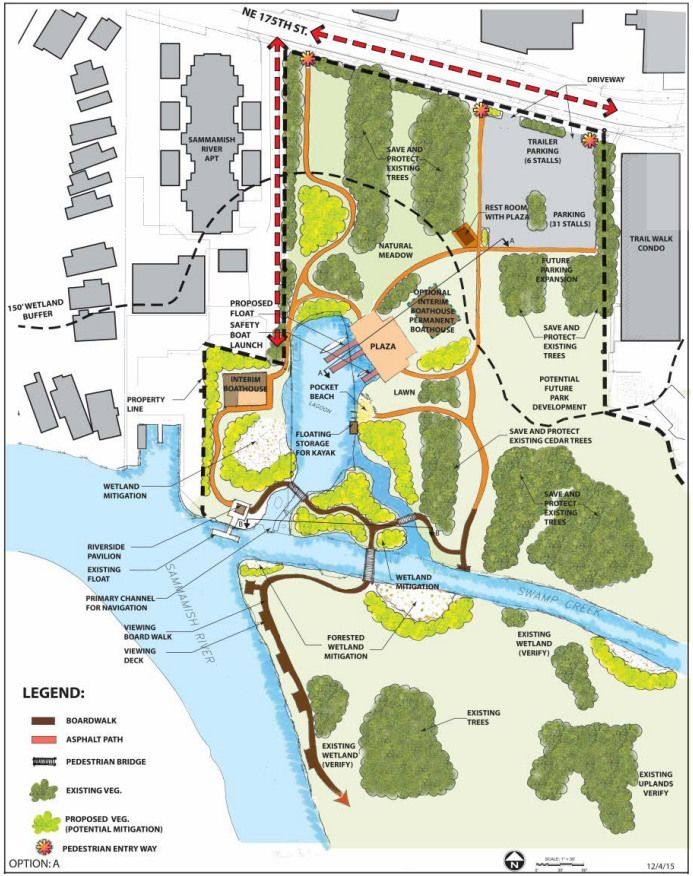
SQUIRE'S LANDING

- **BOARDWALK AND TRAILS TO THE SHORELINE**
- **DOCKS AND FLOATING STORAGE FOR HANDCARRY WATERCRAFT**
- **BOATHOUSE TO SUPPORT HANDCARRY WATERCRAFT RECREATION**
- **PARKING**
- **RESTROOM**
- **PICNIC AREA**
- **SHORELINE, WETLAND AND BUFFER ENHANCEMENT**

BOATHOUSE DESIGN SKETCHES

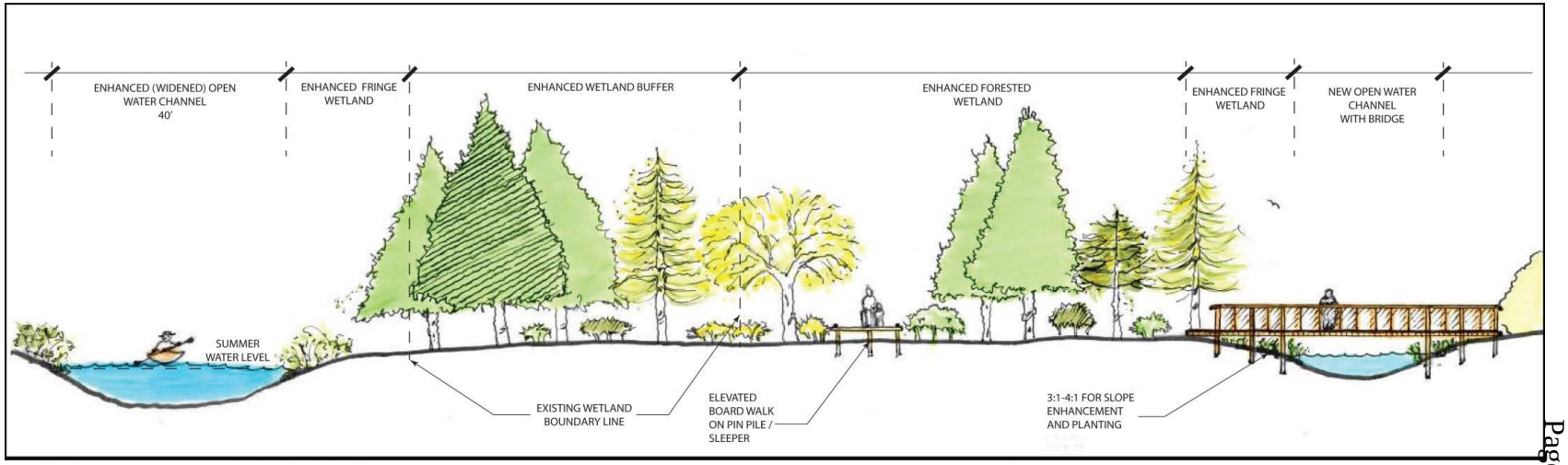




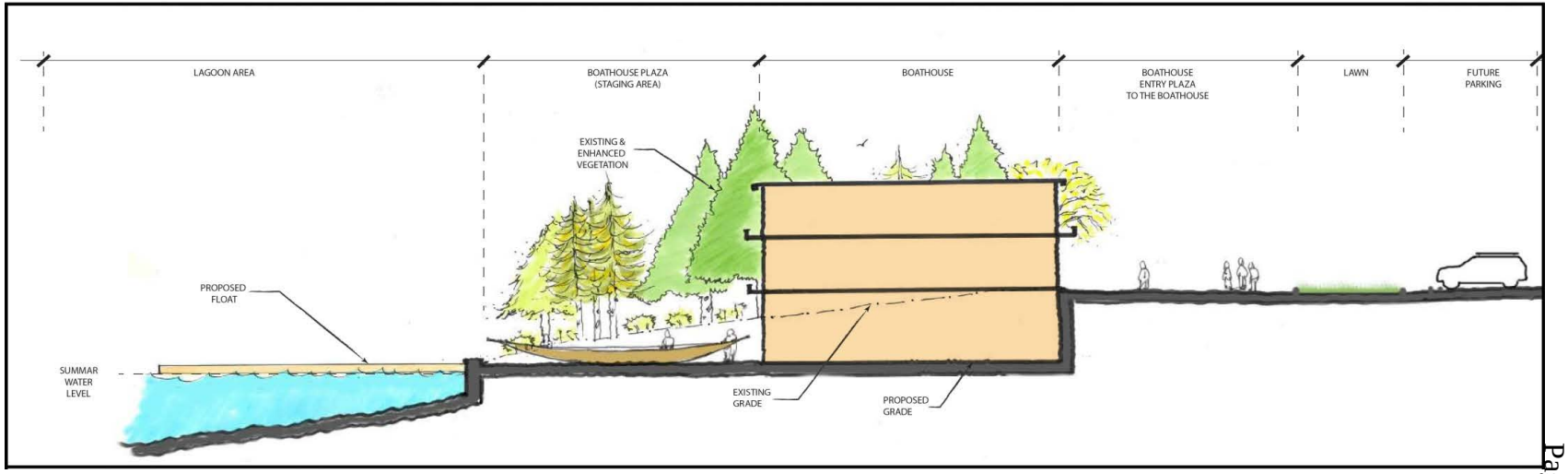


SQUIRE'S LANDING OPTION A

SQUIRE'S LANDING PARK IMPROVEMENTS

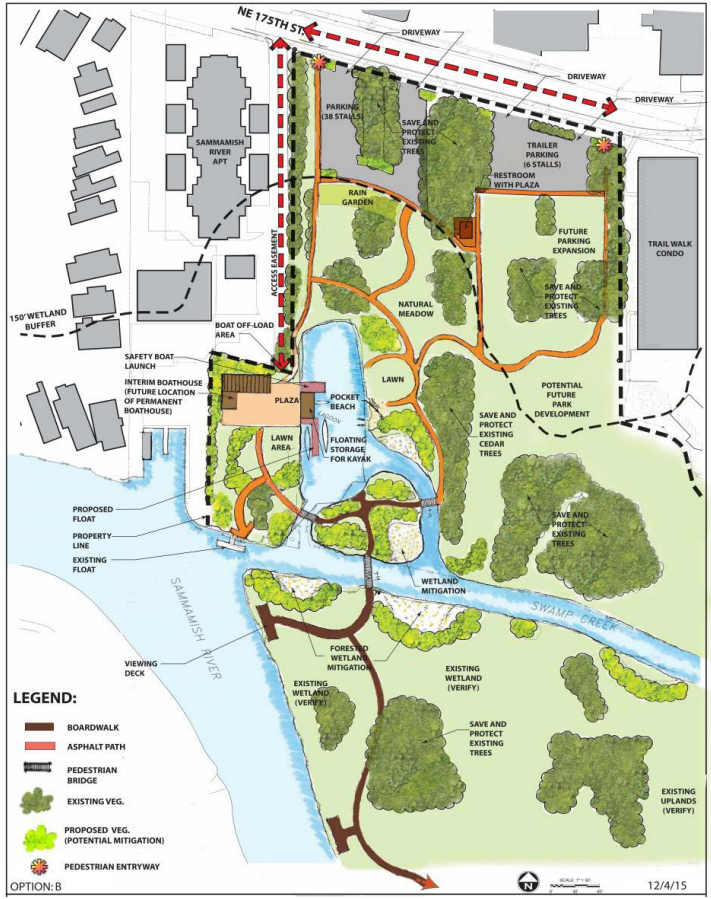


ISLAND SECTION



BOATHOUSE SECTION

SQUIRE'S LANDING OPTION B



COST ESTIMATE FOR OPTION A

Construction Cost Subtotal					$	2,416,871.00
Construction Management					$	125,000.00
Washington State Sales Tax (9.5%)					$	229,602.75
Engineering/Design & Permitting (15%)					$	362,530.65
Contingency (30%)					$	833,820.50
			TOTAL COST WITHOUT BOATHOUSE STRUCTURE		**$**	**3,967,824.89**
Boathouse Structure[2]	1	LS	$	1,230,000.00	$	1,230,000.00

COST ESTIMATE FOR OPTION B

Construction Cost Subtotal					$	2,323,739.00
Construction Management					$	120,000.00
Washington State Sales Tax (9.5%)					$	220,755.21
Engineering/Design & Permitting (15%)					$	348,560.85
Contingency (30%)					$	801,689.96
			TOTAL COST WITHOUT BOATHOUSE STRUCTURE		**$**	**3,814,745.01**
Boathouse Structure [2]	1	LS	$	1,230,000.00	$	1,230,000.00

KENMORE BY THE LAKE

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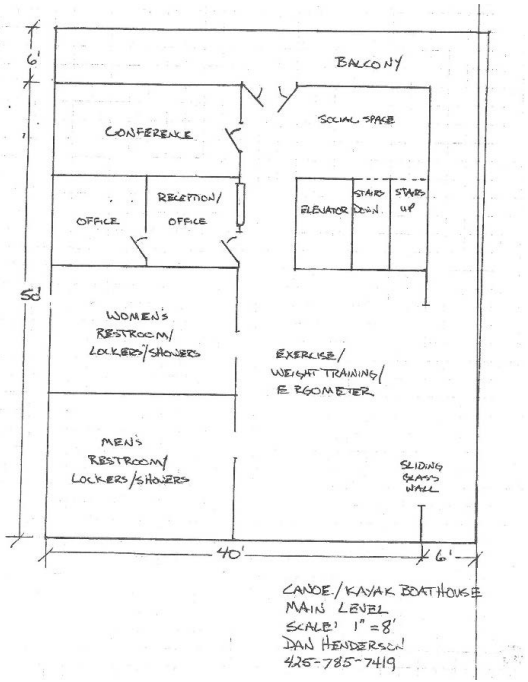
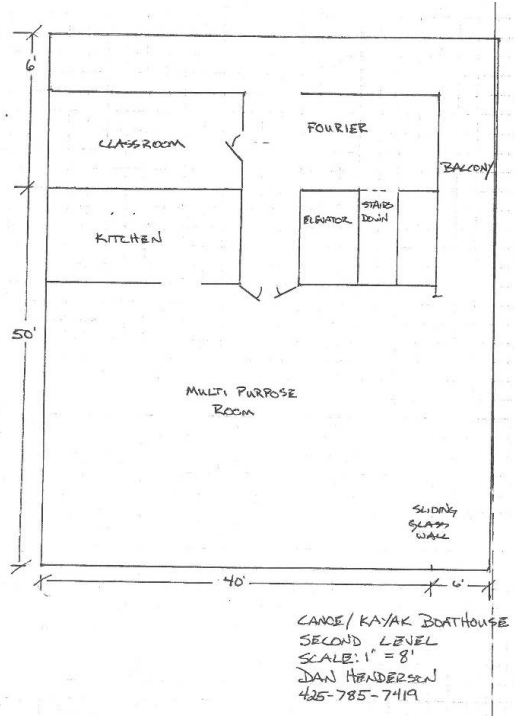
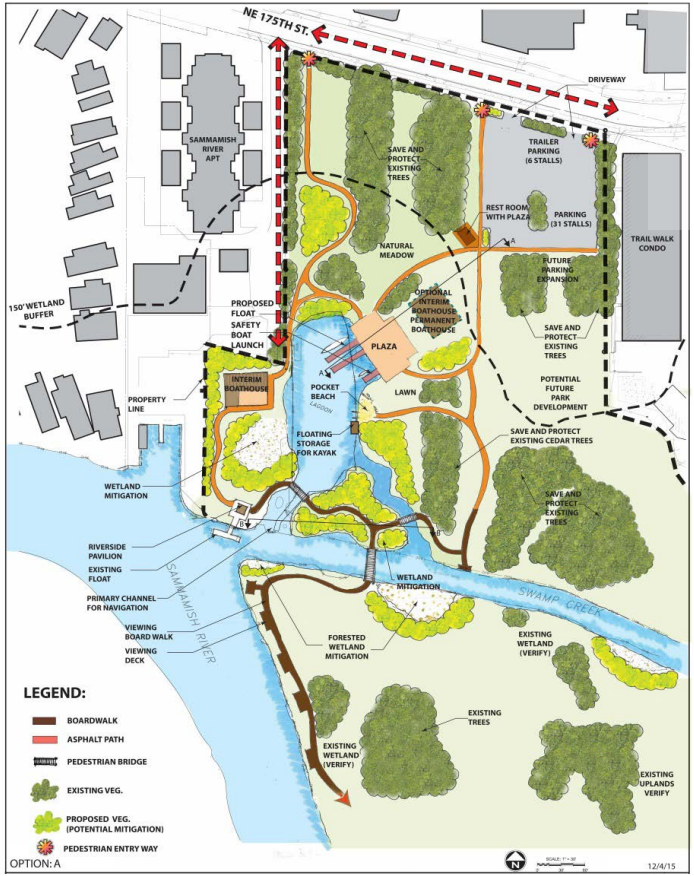


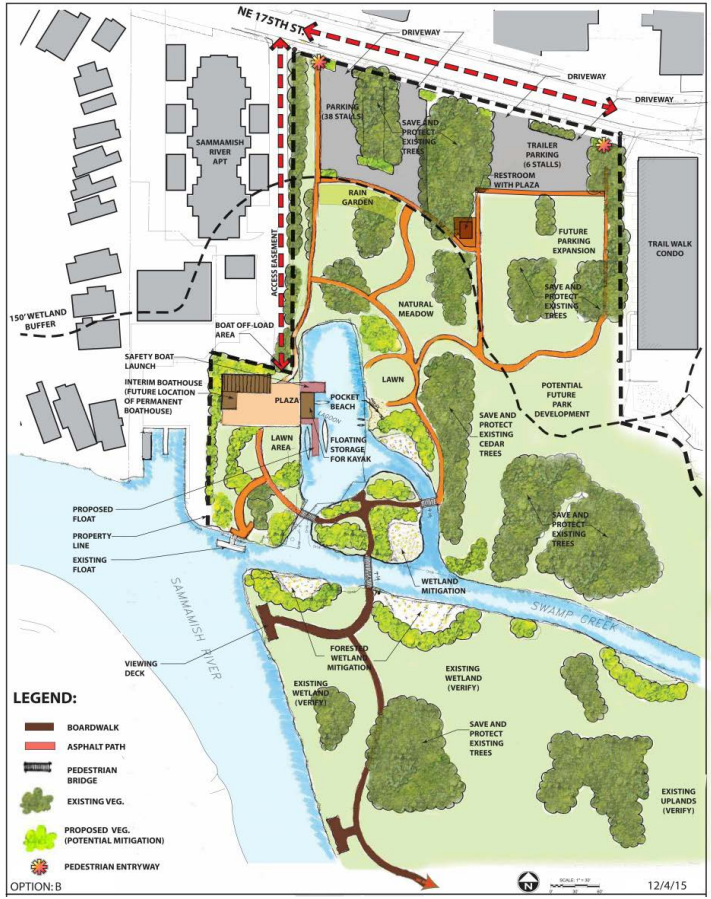


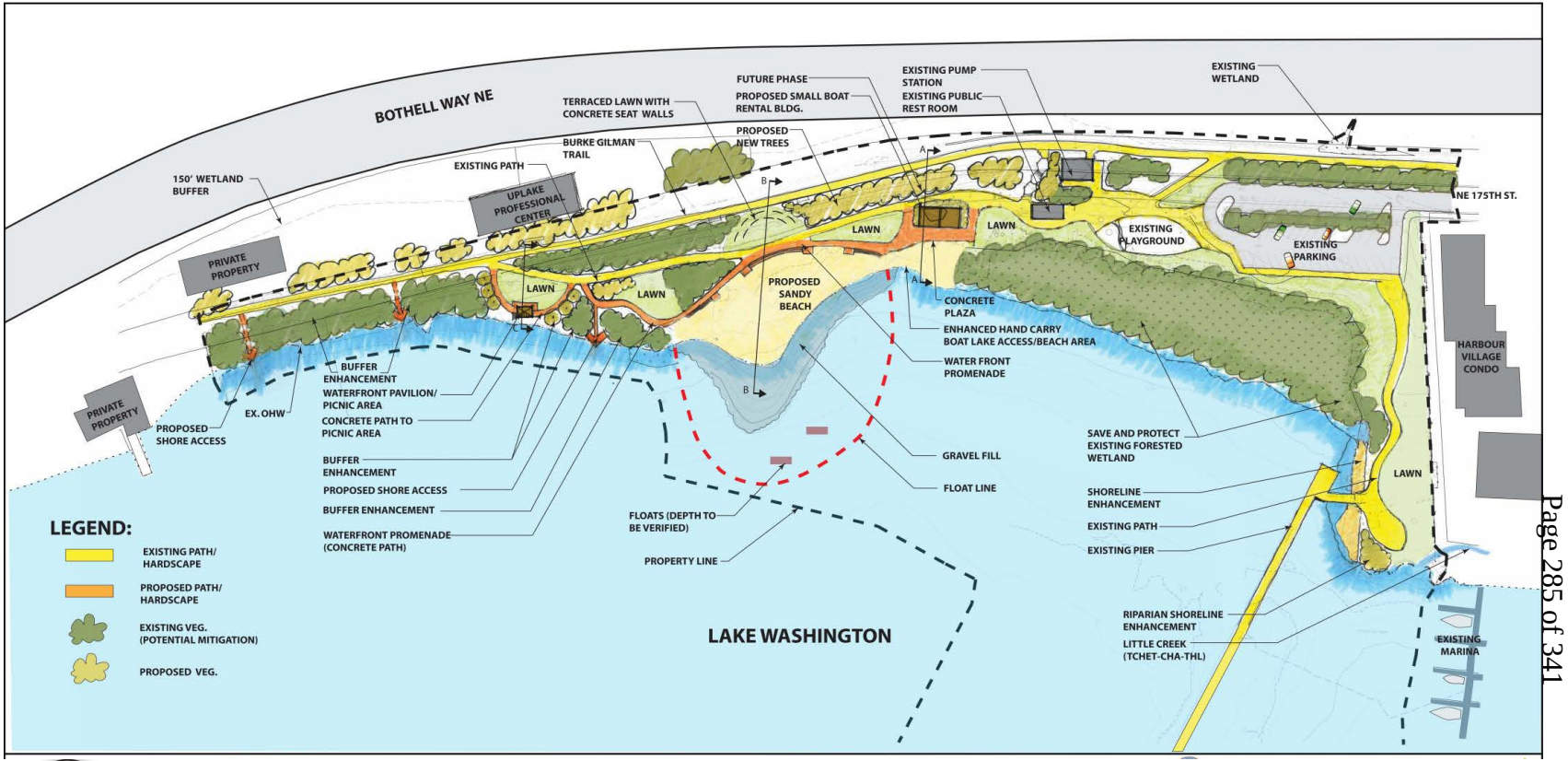
BOATHOUSE DESIGN IDEAS

SQUIRE'S LANDING OPTION A



SQUIRE'S LANDING OPTION B





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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Commercial Site Development (CSDP) and Transportation Mitigation Agreement (TMA) expiration date extensions for the Lakepointe project.	For Council Meeting Agenda of: December 14, 2015 Department: City Manager's Office Prepared by: Rob Karlinsey Initial & Date Approved by Department Head: _____ Approved by City Attorney: via email Approved by Finance Director: _____ Approved by City Manager: RBK 12/4/15
Move to: Receive and File	Exhibits/Attachments: Attachment 1: CSDP and TMA Extension Letter Attachment 2: CSDP and TMA Extension Request Letter and supporting information

Expenditure Required $20,000-30,000 Amount Budgeted $30,000 Appropriation Required $0

INFORMATION/BACKGROUND:

The Lakepointe Commercial Site Development Permit (CSDP) was approved in 2001. Since then, the CSDP and accompanying Transportation Mitigation Agreement (TMA) have remained in place through extensions under of the authority of Kenmore Municipal Code 18.105.060(c). This section of the Code allows the City Manager to grant extensions to site plan expiration dates under certain conditions.

The Lakepionte CSDP and TMA are currently scheduled to expire on December 31, 2015. The City's prior extensions of the CSDP and TMA were granted to allow the City and Pioneer Towing Company (property owner) additional time to develop a work program, schedule and process for modifying the Lakepointe project requirements and conditions.

Weidner Apartment Homes (Weidner) has recently contracted with Pioneer Towing Company to purchase the Lakepointe property and is conducting site feasibility and evaluating development options. As a result, Lakepointe, Inc., Pioneer Towing Company, and Weidner Apartment Homes have requested extensions to the CSDP and TMA expirations as described in the attached September 29, 2015 letter from John C. McCullough.

The Lakepionte team has demonstrated good-faith effort and project-level planning in moving the Lakepointe project forward. Weidner has assembled a team of architects, engineers, and other consultants who have been reviewing site and permit conditions and conducting planning, engineering, and other analysis to determine the best course for Lakepointe. The City Manager concurs that the Lakepointe team needs additional time to conduct further planning, assess options, and arrive at a feasible project that can move forward and help achieve the City's downtown goals. In keeping with KMC Code 18.105.060(c), the attached letter from the City Manager to John C. McCullough grants the Lakepointe CSDP and TMA up to two six-month extensions if specified milestones are achieved. The letter also contemplates, but does not grant, additional extension(s). Such extension(s), if granted, would be under certain conditions and/or demonstrated progress by the developer.

City staff have been actively engaged with the Lakepointe team, and the two teams have been meeting to discuss and address project opportunities and challenges. Given its size, location, and possibilities, Lakepointe is a critical component of Kenmore's image, downtown, and waterfront development and will play a significant role in Kenmore's upward transformation trajectory.

Attachment 1

City Of Kenmore, Washington

December 15, 2015

John C. McCullough
McCullough Hill Leary, PS
701 Fifth Avenue, Suite 6000
Seattle, WA 98104

Dear Jack,

Thank you for your letter dated September 29, 2015 requesting an extension of the Commercial Site Development Permit (CSDP) and Transportation Mitigation Agreement (TMA) for the Lakepointe project to July 31, 2017. You have made this request on behalf of Lakepointe, Inc., Pioneer Towing Company, and Weidner Apartment Homes (collectively referred to in this letter as Weidner). Both the CSDP and TMA are set to expire on December 31, 2015.

The City's prior extensions of the CSDP and TMA were granted to allow the City, Lakepointe, Inc., and Pioneer Towing Company additional time to develop a work program, schedule and process for modifying the Lakepointe project requirements and conditions. Your letter states that Weidner Apartment Homes has recently contracted to purchase the Lakepointe property and Weidner is conducting site feasibility and evaluating development options.

To allow Weidner to continue the feasibility assessment, the City will grant a six-month extension of the CSDP and TMA through June 30, 2016 upon satisfaction of the following condition:

1. On or before December 31, 2015, Phase I of a transportation access charrette must be held to conduct a multimodal infrastructure needs assessment. Weidner has contracted, with the City's concurrence, the Cedar River Group to act as facilitator for the charrette. Weidner must pay for the costs of Weidner's charrette consultants, the charrette facilitator, and up to $10,000 of the City's charrette consultant costs that exceed $20,000. The first $20,000 of the City's charrette consultant costs will come from the $10,000 contribution from Pioneer Towing Company, Inc. that was required under Section V.B.2 in the Pioneer Towing Site Restoration Shoreline Substantial Development Exemption, Grading Permit, and SEPA Determination dated December 19, 2011 (File# PRJ2011-095) as well as the City's match required in that same permit condition. The City's charrette consultant costs, for the purposes of this condition, are for both phases of the charrette (also see #3 below) and will be related to preparing for, attendance at, and follow up from the charrette. Costs will still be billed and

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allocated as described in this condition. Note: Phase I of the charrette occurred on December 2, 2015 and thus met this condition.

If Weidner satisfies condition #1 above and the City grants the extension of the CSDP and TMA, the extension will terminate on February 1, 2016 unless Weidner satisfies the following condition on or before January 31, 2016:

2. Weidner must submit a signed letter of agreement that (1) commits Weidner to pay for ongoing City project manager and consultant costs related to the Lakepointe project and incurred during the CSDP/TMA extension periods, and (2) establishes a maximum amount of payment for such costs that is agreed to by Weidner and the City. These costs shall be in addition to charrette costs described in condition #1 above and #3 below. If Weidner fails to submit this letter of agreement by the deadline, the City Manager may, in his sole discretion, authorize additional time to comply with this condition. The City and Weidner teams will review the City's consultant costs, tasks, and accomplishments quarterly.

If Weidner satisfies conditions #1 and 2 above and the extension is effective through June 30, 2016, the City will grant a second six-month extension to December 31, 2016 if Weidner satisfies the following two conditions:

3. The City and Weidner teams must jointly complete the second phase of the transportation access charrette (or otherwise agreed upon process) by January 31, 2016. The goal of this second phase is to identify proposed locations and configuration(s) of Lakepointe multimodal transportation infrastructure as well as other potential multimodal transportation improvements that will improve downtown Kenmore circulation and connection between Lakepointe and Kenmore's downtown on the north side of SR 522.
4. On or before June 15, 2016 Weidner must provide the following information to the City:
    a. A conceptual site plan for a proposed Lakepointe development.
    b. A draft timeline for project development, including permitting, development agreement negotiations (if needed), commencement of construction, and construction phasing.

The two extensions described above also are subject to the nine conditions of the City's May 19, 2011 extension letter to you and the four conditions of the City's June 14, 2013 extension letter to you, both of which are related to the CSDP and the TMA.
The City recognizes that this is a complex, multi-year project requiring significant advance planning. Accordingly, it is anticipated that Weidner may request additional extensions of the CSDP and TMA. As a result, additional CSDP and TMA extension(s) may be requested but are neither granted nor guaranteed at this time.

If Weidner requests additional extension(s), such requests must be submitted before the extension terms expire, and the City and Weidner will discuss additional progress and

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conditions required for any further extension(s). Examples of demonstrated progress needed during the next 12 months to justify additional extension(s) may include:

- Identification of permits and process needed for project development.
- Provision of a comparison of current permitted Lakepointe project conditions to potential permit conditions of the upcoming development proposal, particularly highlighting where any requirements or conditions may need to be modified.
- Obtaining of a written agreement from the owner of Lot B (Glacier property) with respect to (1) construction and operation of Lakepointe Way and other transportation and other infrastructure improvements on or impacting Lot B (see condition 1 of May 19, 2011 letter to you), and (2) any proposed amendments to the TMA.
- Commencement of development agreement negotiations.

The City is committed to facilitating a successful development project, and we look forward to continuing working with you. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Robert G. Karlinsey
City Manager
City of Kenmore

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Attachment 2

McCULLOUGH HILL LEARY, PS

September 29, 2015

VIA ELECTRONIC MAIL

Mr. Rob Karlinsey, City Manager
City of Kenmore
6700 N.E. 181st Street
P.O. Box 82607
Kenmore, WA 98028-0607

Re: LakePointe Project, File No. L010022
Request for CSDP and TMA Extension

Dear Rob:

We are writing on behalf of Lakepointe, Inc., Pioneer Towing Company and Weidner Apartment Homes ("Weidner") to seek an extension of the term of the Commercial Site Development Permit ("CSDP") and Transportation Mitigation Agreement ("TMA") for the Lakepointe property to July 31, 2017, consistent with our recent discussions.

As you know, Weidner has recently contracted to purchase the Lakepointe property and is evaluating existing entitlements, market conditions, transportation issues, and development options. Weidner understands the importance of this site to the City of Kenmore and looks forward to continuing productive discussions with staff. Given the complex history here, and the fact that a developer has now been identified, an additional extension of the CSDP and TMA is necessary to allow project-level planning to occur.

On May 19, 2011, the City extended the CSDP to December 31, 2015, subject to nine enumerated conditions. On June 14, 2013, the City extended the TMA to December 31, 2015, subject to the original nine conditions, plus three additional conditions. One of the additional conditions requires execution of an addendum to the TMA. This addendum is intended to address issues and ramifications of deleting Lot B (the Glacier property) from the TMA, with an expectation that an updated proposal will include ways to preserve a connected promenade and viewpoint for the project.

We agree that such an addendum is necessary but believe that it is premature until additional project-level review can be conducted. Weidner is in the process of developing the information necessary to support the addendum and will be able to submit that information and a proposed site plan to the City by the proposed extension deadline of July 31, 2017.

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We have attached a recent analysis prepared by Transpo Group in support of this extension request. This analysis confirms that traffic volumes in the SR522 corridor have generally decreased to levels below the 1997 existing traffic counts on which the EIS was based.

The requested extension of the CSDP and TMA will provide the breathing room necessary for Weidner to work with you, adjoining property owners, affected agencies and others to create a viable site plan, identify necessary amendments to conditions of project approval, and develop and memorialize an entitlement schedule.

Thank you for your attention to this request.

Sincerely,

John C. McCullough

cc: Weidner Apartment Homes
Gary Sergeant

transpogroup
WHAT TRANSPORTATION CAN BE.

MEMORANDUM

Date:	September 2, 2015	**TG:**	14388.00
To:	Jack McCullough – McCullough Hill Leary		
From:	Dan McKinney, Jr Jesse Birchman, PE, PTOE		
cc:	Harold Moniz - CollinsWoerman		
Subject:	Lakepointe Historical Volume Comparison		

The purpose of this memorandum is to provide an overview of recent traffic volume growth trends adjacent to the proposed Lakepointe project site. Historical count data adjacent to the project site was reviewed to establish recent growth patterns in weekday AM and PM peak hour traffic volumes relative to current traffic counts.

The previous Lakepointe Master Plan analysis assumed that existing 1997 traffic volumes would grow at a rate of 2.0 percent per year. The data and annual growth rates at the SR 522 / 68th Avenue NE presented in the EIS and other previous volume comparisons are summarized in Tables 1-3 for the intersection as a whole, the east leg of the intersection, and the west leg of the intersection, respectively, for both weekday AM and PM peak hours where data was available.

Table 1. SR 522 / 68th Avenue NE *Intersection* Traffic Volume Comparison

Table Heading	Total Entering Volume	Change from 1997	Annual Growth Rate
AM Peak Hour			
1997[1]	4,450	-	-
1999[1]	4,425	-25	-0.2%
2013[2]	4,200	-250	-0.4%
PM Peak Hour			
1997[1]	5,470	-	-
1999[1]	4,980	-490	-4.5%
2003[1]	4,975	-495	-1.6%
2013[2]	5,095	-375	-0.4%
2015[3]	4,995	-475	-0.5%

1. Traffic volumes presented in Transpo November 8, 2008 memorandum (Lakepointe – Commercial Site Development Permit Extension).
2. Traffic volumes presented in Kenmore Village Apartments TIA (aka – Spencer 68, November 2013).
3. Traffic volumes collected in July 2015.

Table 1 shows that the traffic volumes at the SR 522 / 68th Avenue NE intersection has experienced negative growth (a decrease) of up to approximately a half percent per year during the weekday AM peak hour and of approximately a half percent to four and a half percent per year during the weekday PM peak hour.

Table 2. Traffic Volume Comparison *on East Leg of* SR 522 / 68th Avenue NE

Table Heading	Total Volume on East Leg	Change from 1997	Annual Growth Rate
AM Peak Hour			
1997[1]	2,775	-	-
1999[1]	2,845	+70	+0.5%
2013[2]	2,665	-110	-0.3%
PM Peak Hour			
1997[1]	3,595	-	-
2002[1]	3,370	-223	-1.3%
2013[2]	3,250	-345	-0.6%
2015[3]	3,215	-380	-0.6%

1. Traffic volumes presented in Transpo November 8, 2008 memorandum (Lakepointe – Commercial Site Development Permit Extension).
2. Traffic volumes presented in Kenmore Village Apartments TIA (aka – Spencer 68, November 2013).
3. Traffic volumes collected in July 2015.

Table 2 shows that the traffic volumes on the east leg at the SR 522 / 68th Avenue NE intersection has experienced little to negative growth (a decrease) during the weekday AM peak hour with growth ranging from a half percent to approximately a negative half percent. During the weekday PM peak hour the traffic volumes on the east leg of the SR 522 / 68th Avenue NE intersection experienced negative growth ranging from approximately a half percent to one and a half percent per year.

Table 3. Traffic Volume Comparison *on West Leg of* SR 522 / 68th Avenue NE

Table Heading	Total Volume on West Leg	Change from 1997	Annual Growth Rate
AM Peak Hour			
1997	3,570	-	-
2013	3,530	-40	-0.1%
PM Peak Hour			
1997[1]	4,475	-	-
2013[2]	4,125	-350	-0.5%
2015[3]	4,015	-460	-0.6%

1. Traffic volumes presented in Transpo November 8, 2008 memorandum (Lakepointe – Commercial Site Development Permit Extension).
2. Traffic volumes presented in Kenmore Village Apartments TIA (aka – Spencer 68, November 2013).
3. Traffic volumes collected in July 2015.

Table 3 shows that the traffic volumes on the west leg at the SR 522 / 68th Avenue NE intersection has experienced negative growth (a decrease) during both the weekday AM and PM peak hours with growth ranging from approximately zero to a half percent per year.

Generally, there was shown to be negative annual growth (a decrease) in traffic volumes at the SR 522/68th Avenue NE intersection relative to the 1997 traffic counts, looking at the intersection as a whole as well as at the east and west legs of the intersection.

WEIDNER
APARTMENT HOMES

Company Profile

Founded by W. Dean Weidner in 1977, Weidner Apartment Homes is a privately held and value driven real estate company that owes our success to our most important resource - our people. Our team members are carefully selected to reflect our core beliefs of unfailing integrity, high performance customer service, consistent quality, open communication, and lifelong training and education. We believe in taking intelligent risks to achieve our potential, and maximize our performance.

Mr. Weidner purchased his first apartment community in 1977 in the First Hill neighborhood of Seattle, WA. However by 1984, the growth of his part-time real estate activities dictated that he devote his full-time efforts to the development of Weidner Apartment Homes which had initial operations in the greater Seattle area, as well as in Alaska. This business has grown dramatically since that time and exclusively manages Weidner owned properties with no third party management activities.

Dean Weidner has been a passionate advocate of recruiting new talent to enter into the property management industry and this vision has led him to financially support college degree programs at three separate universities in the United States. There are Weidner Centers for Residential Property Management in operation at the University of Wisconsin – Stout, Ball State University, and the University of Alaska – Anchorage.

According to the 2015 results of the annual National Multi-Family Housing Council (NMHC) top 50 list, Weidner jumped 3 spots in the overall rankings, and is now the 27th largest owner of apartments in the U.S. based on total number of units. The firm entered the top 50 rankings 3 years ago at the 44th spot, and has steadily progressed up the list as an aggressive expansion strategy was pursued.

Weidner Apartment Homes' administrative headquarters is located in Kirkland, Washington. As of December 1, 2015, there are 236 properties held in the U.S. and Canadian portfolios, including 230 multi-family residential communities, a warehouse, the Weidner Apartment Homes Headquarters, and the Alaska, Colorado, Texas and Arizona office buildings. The 230 multi-family residential communities under management represent just over 42,700 individual residential units located in ten states within the U.S. and four provinces of Canada. In addition, Weidner owns and manages approximately 305,000 square feet of commercial, retail and office space and employs just over 1,200 associates throughout the company.

Contact:
Gregory K. Cerbana
Director – Public Relations
425.250.2968
greg@weidner.com

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City Of Kenmore, Washington

June 14, 2013

Mr. John C. McCullough
McCullough Hill, PS
701 Fifth Avenue, Suite 7220
Seattle, WA 98104

Re: LakePointe Project—Extension of Transportation Mitigation Agreement

Dear Mr. McCullough:

Thank you for your letter of June 5, 2013, which requests an addendum to the Transportation Mitigation Agreement (TMA) for the LakePointe project to remove Lot B from the TMA and extend the term of the TMA to December 31, 2015. The TMA is set to expire on August 6, 2013.

The City grants an extension of the TMA to December 31, 2015 according to conditions outlined in this letter.

As the former City Manager observed in his letter to you dated May 19, 2011 (May 2011 Letter), the City has granted extensions of the LakePointe Commercial Site Development Permit (CSDP) (most recently in the May 2011 Letter) to allow the property owner and the City to discuss the development of a work program, schedule and process for possibly modifying the LakePointe project requirements and conditions.

The City will treat your June 5, 2013 letter as an application for an addendum to the TMA to extend the TMA to December 31, 2015, exclude Lot B, and to delete Sections 3.17 and 3.19 from the TMA, consistent with Condition 2 of the May 2011 Letter.

Condition 2 of the May 2011 Letter required either (1) an agreement between the City, the property owner and all owners of Lot B to extend the TMA, or (2) an application for and City processing of an addendum to the TMA to exclude Lot B. That is, the City will interpret Condition 2 as only requiring the filing of the application prior to August 6, 2013, and as not requiring City approval of the application prior to August 6, 2013. However, this interpretation assumes that a resulting addendum will be approved prior to the CSDP expiration, currently set at December 31, 2015.

There are mutual benefits to be derived by both the City and the property owner through extension of the TMA, especially where the City and the property owner are willing to engage in discussions regarding a work program, schedule and process for possibly modifying the

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LakePointe project requirements and conditions. Therefore, the City grants an extension of the TMA to December 31, 2015, subject to the following conditions:

1. The May 2011 Letter's extension of the CSDP to December 31, 2015 is confirmed and continued, subject to the nine conditions of the May 2011 Letter.
2. The City accepts your June 5, 2013 letter as an application for an addendum of the TMA. This application satisfies Condition 2 of the May 2011 Letter, assuming a resulting addendum is executed between now and expiration of the CSDP expiration.
3. The City and the property owner will meet to evaluate and analyze the application for a TMA addendum and ultimately arrive at an agreed upon addendum to the TMA prior to the CSDP expiration. The property owner will address issues and ramifications of deleting Lot B—how it affects LakePointe Drive in particular. We are unlikely to accept your proposal to delete Sections 3.17 and 3.19 from the TMA. In fact, we will expect that the proposal to delete Lot B will include ways to preserve a connected promenade and viewpoint.
4. At the request of the City or the property owner, at periodic intervals agreed to by the City and the property owner, the parties will discuss and analyze the CSDP and will develop a LakePointe development strategy that will include a work program, schedule, and process for possibly modifying the LakePointe project requirements, conditions and improvements.

We are committed to helping this project be successful. We look forward to discussing the LakePointe project as a whole during the coming months. If you have any questions or concerns, please be sure to contact me.

Sincerely,

Robert G. Karlinsey
City Manager

cc: Nancy Ousley
Debbie Bent
Rod Kaseguma
Bryan Hampson

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City Of Kenmore, Washington

VIA ELECTRONIC MAIL AND FIRST CLASS MAIL

May 19, 2011

Mr. Jack McCullough
McCullough Hill, PS
701 Fifth Avenue, Suite 7220
Seattle, WA 98104

Re: LakePointe Project Commercial Site Development Permit Extension

Dear Mr. McCullough:

Thank you for your interest in the City of Kenmore, and the Kenmore greater community. Since December 31, 2009, the City has granted temporary extensions of the LakePointe Commercial Site Development Permit (CSDP), most recently to February 4, 2011 to discuss the feasibility of developing a work program, schedule and process for modifying project entitlements including potential amendments to project phasing and other project conditions. The conclusion reached by both the City and your client, (LakePointe, Inc. and Pioneer Towing) who represent the project applicant and landowner, is that potential amendments to conditions of project approval are best considered at the time an investment or development partner, whose intent is development of the LakePointe project, is engaged by the current property owner. Given current economic and market conditions an extension of the CSDP is the appropriate option at this time.

A revised traffic information (memo from The Transpo Group dated June 22, 2009) was submitted September 14, 2009 via e-mail. The City Engineer reviewed the information (memo dated November 30, 2009) and this information was provided to you December 1, 2009. The City Engineer concurred with the conclusion of the Transpo Group that traffic levels adjacent to the project site have decreased to levels below the 1997 counts which provides additional justification for granting an extension of the CSDP.

The City's February 4, 2011 correspondence noted that you previously requested (correspondence dated October 27, 2008 and December 2, 2009) an extension of the period within which the first building permit application for the project must be submitted, to December 31, 2012. The City has considered this request and through our discussions believes there are mutual benefits that can be derived by extending this date to December 31, 2015. The City's February 4, 2011 correspondence further states that if on or before May 19, 2011 the City confirms in writing that the developer/applicant has demonstrated to the City's satisfaction that the terms, conditions and requirements of the CSDP and related agreements and documents are binding and enforceable on

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Lot B, then the City is willing to grant an extension to December 31, 2015, subject to certain conditions.

This letter supersedes my February 4, 2011 letter to you and provides written confirmation that the City grants an extension of the Commercial Site Development Permit to December 31, 2015, which is now the date within which the first building permit application for the Lakepointe project must be submitted, subject to the following conditions.

1. Consistent with the City's February 4, 2011 letter, the City is still of the opinion that the Lakepointe Property Utilization Agreement does not require the owner of Lot B to allow construction and operation of Lakepointe Way, or any other transportation and other infrastructure improvements, on Lot B. The City respects your opinion that a boundary line adjustment will likely not be necessary to accommodate the location of Lakepointe Drive but that possibility was included as an option in the agreement. Your opinion of the Lakepointe Property Utilization Agreement is that the owner of Lot B does not have the discretion as to whether a boundary line adjustment can be implemented and only limited discretion as to the replacement property to which they are entitled.

   Therefore, issuance of this extension does not relieve the applicant of the obligation to provide adequate evidence to the City, prior to issuance of construction permits for the project that the applicant has obtained necessary consents and authorizations from owners of all property on which such work is proposed.

2. The Transportation Mitigation Agreement expires August 6, 2013. Prior to that date, an addendum to extend the terms of this agreement to December 31, 2015 must be signed by all parties, including the City of Kenmore, and owners of Lot B per the 2004 Boundary Line Adjustment, or in the alternative, the applicant/property owner of the site (excluding Lot B) may apply for and the City will process in accordance with applicable code provisions, an amendment of the Transportation Mitigation Agreement to exclude Lot B. The addendum shall also include amendments to the agreement to delete conditions no longer applicable and clarify conditions based on the terms of the extension. If an addendum is not executed, then the Commercial Site Development Permit will expire on August 6, 2013 consistent with the expiration of the Transportation Mitigation Agreement.

3. A building permit application or permit application to construct other site improvements within the 200 foot shoreline jurisdiction will not be accepted without an approved Shoreline Substantial Development Permit. The CSDP, master plan and building permit applications must be amended to comply with conditions of shoreline permit approval.

4. A building permit application or permit application to construct other site improvements must be submitted in accordance with the City's adopted surface water regulations in effect at the time of permit application.

5. Critical Area Ordinance (CAO) compliance is not required if development occurs under the vested CSDP. However, if the applicant seeks a minor modification of the CSDP, such modifications shall be designed (i) not to increase any nonconformity with the CAO, and (ii) where reasonably feasible, to achieve a higher level of conformance with the CAO, as compared to the vested project, without impairing the functionality or integrity of the

development plan or imposing significant new development costs. A major modification of the CSDP would require conformance with the CAO.

6. A building permit application or permit must be submitted in accordance with Building and Construction regulations per Kenmore Municipal Code Title 15 in effect at the time of permit application.

7. The applicant/property owner must submit an updated traffic analysis with a building permit application or permit application to construct other site improvements. The applicant/property owner may submit this updated traffic analysis before submitting such applications. The traffic analysis must include additional AM and PM peak hour turning movement traffic counts taken at the intersections of 68th Avenue NE and SR522, NE 170th Street and Juanita Drive NE and 61st Ave NE and SR522. In addition a three day 24 hour roadway count must be taken on SR522 west of 61st Avenue NE and west of 68th Avenue NE south of NE 175th Street NE. The counts must be taken between March and October. The purpose of the counts is to provide an assessment of traffic levels adjacent to the LakePointe site compared to the counts collected in 1997 documented in the Environmental Impact Statement. If this updated traffic analysis demonstrates additional adverse environmental impacts, such as increased traffic levels, the City shall conduct additional SEPA review, and may require additional mitigation as necessary.

8. Traffic and park impact fees must be paid in accordance with impact fees in effect at the time of building permit application.

9. The applicant/property owner must submit a status report by the end of each calendar year through 2015 on the progress and activities of the project.

Thank you for your cooperation and interest. If you have any questions, please do not hesitate to contact me.

Sincerely,

Frederick C. Stouder
City Manager

cc: Gary Sargeant
Rod Kaseguma, City Attorney
City Management Team

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Kenmore Business Registration Update Proposed Council Action/Motion: Briefing Only: No Action Requested	For Council Meeting Agenda of: 14 December 2015 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: NLO 23 NOV 2015 Approved by City Attorney: Approved by Finance Director: 11/24/15 Approved by City Manager: Exhibits/Attachments: 1. Business Registration Information Sheet 2. Draft Presentation Slides 3. Ordinance No. 13-0356

Expenditure Required $n/a Amount Budgeted $ Appropriation Required $0

INFORMATION/BACKGROUND:

Staff will brief the Council on the implementation to date of the Kenmore Business Registration program. The City Council adopted Ordinance No. 13-0356 in 2013 establishing a local Business Registration requirement and the program launched in March 2014, with the Washington Department of Revenue notifying businesses in their system with a Kenmore physical address of the new requirement.

As of November 1, 2015 approximately 800 Kenmore businesses have registered under this program and over 100 have opted to be listed in the online Kenmore Business Directory. The City partners with the Washington Department of Revenue to administer the program, which allows businesses with additional state endorsements to have one renewal date and one payment for the Kenmore registration and all State endorsements.

The Kenmore Business Registration fee is $29 for an initial registration and $21 for annual renewal. Of this amount, $10 goes to the City, with the remainder for Department of Revenue administrative costs. Local non profit organizations do not pay the $10 City fee. There is no cost for registered businesses to be listed in the Kenmore Business Directory. Revenue from the program supports the Greater Bothell Chamber of Commerce for staffing the Kenmore Business Alliance, City activities such as Business After Hours events, program marketing and Kenmore Business Directory support.

FISCAL CONSIDERATION:
The Business Registration Program revenues are directed to supporting the local business community.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2. To continue to implement the Economic Development Plan with an emphasis on the following key points:

- Promote the image of Kenmore
- Create a vibrant, walkable downtown
- Support existing businesses
- Advance the City's connection to the waterfront

ATTACHMENT
1

CITY OF KENMORE

BUSINESS REGISTRATION PROGRAM

The City Council adopted Ordinance No. 13-0356 on April 22, 2013 which establishes an annual Business Registration Program for businesses that are physically located in Kenmore, Washington. (Kenmore Municipal Code Chapter 5.105)

The 2009 Economic Development Strategy recommended a Business Registration as a good way for the City to connect with local businesses to be able to learn more about the needs of local businesses. Other expected benefits are:

- Provides the foundation for creating a **Kenmore Business Directory** for those businesses with a Kenmore Business Registration who wish to be included in it;
- Helps identify business clusters and other information that helps the City in marketing and designing initiatives aiding local businesses—an example is home based businesses;
- Revenue from the program will be directed to promoting the Kenmore business community and other programs for local businesses, such as the Kenmore Business Alliance; and
- Helpful emergency contact and safety information will be available for public safety agencies.

The City has joined about 60 Washington cities who work with the Washington Department of Revenue's (DOR) Business Licensing Service, for convenient, online registration and renewal services.

Effective March 31, 2014, new and established businesses physically located in Kenmore and businesses that are moving into Kenmore that meet the Kenmore Business Registration requirements listed below, will be required to get a City of Kenmore Business Registration.

Who Needs to Have a City Business Registration?

- Businesses who are located in Kenmore, with a gross annual income over $12,000
- Nonprofit organizations located in Kenmore
- Kenmore businesses with gross annual income under $12,000 may register voluntarily (only registered businesses may be listed in the Kenmore Business Directory)

Who is Exempt from City Business Registration?

- Businesses located outside Kenmore that are doing business with Kenmore customers
- Minors
- Schools and Universities
- Churches
- Farmers selling their own products
- Government agencies, including Vendors at City sponsored events

March 2015

How Do I Register My Business?

It's Easy! For convenient online registration, go to **http://business.wa.gov/BLS** You can reach DOR's Business Licensing Service by telephone at **1.800.451.7985**. You can also get information on registering your business by visiting Kenmore City Hall.

What is the Cost to Register?

New City Business Registration:	$29 ($10 City of Kenmore; $19 Department of Revenue Administrative Fee)
Renewal Fee (effective 2015)*:	$21 ($10 City of Kenmore; $11 Department of Revenue Administrative Fee)
New Non Profit Organizations:	$19 ($0 City of Kenmore; $19 Department of Revenue Administrative Fee for initial registration; a copy of your 501(c) is required) Non Profit Organizations with existing State tax registrations will not be subject to a fee at the time of City Business Registration in 2014
Non Profit Organizations 2015 Renewal:	$11 ($0 City of Kenmore; $11 Department of Revenue Administrative Fee)

*Please note that if your business requires other State of Washington endorsements for certain activities (such as beer/wine sales), your annual renewal date may change. City Business Registration fees may be prorated at the first renewal. Your business will have ***one*** renewal date and ***one*** annual payment for all applicable state and local registrations.

In addition to the new Business Registration, the City of Kenmore will continue to require regulatory business licenses for certain types of businesses, such as second-hand sales and some entertainment businesses.

Note: Pursuant to Kenmore Municipal Code 5.105.060.F, a person engaged in business in the City must comply with all applicable City ordinances and code provisions, and state and federal laws. Receipt of a business registration does not waive this requirement.

How Do I Get My Business Listed in the Kenmore Business Directory? Businesses with a Kenmore Business Registration have the option of being included in the online Kenmore Business Directory. Please go to **http://dor.wa.gov/kenmore** to provide your business information as you want it listed in the Directory. The directory is updated monthly as new business listings are added. You can view the Directory by going to **www.findkenmore.org** Your business must have a Kenmore Business Registration in order to be listed in the Directory.

For more information please go to the City website www.kenmorewa.gov or call 425-398-8900

March 2015

ATTACHMENT
2

Kenmore Business Registration Update

October 26, 2015
DRAFT

Starting Point

- 2009 Economic Development Strategy: "Support Local Businesses"
- Kenmore: 1 of only 5 cities in King and Snohomish Counties without a local general business license or registration
- Challenge to connect with business community

Council Priorities

- Improve ways to connect with businesses
- Establish a Kenmore Business Directory
- Low fees
- Emergency Contact Information

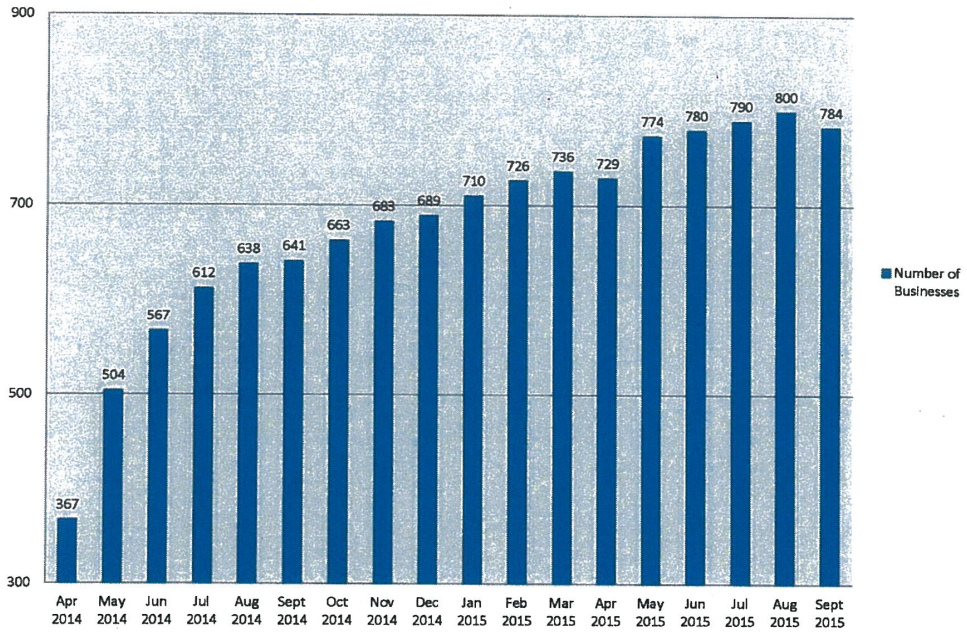
Business Registration

- Businesses with a physical location in Kenmore
- Non profit organizations
- Gross Income >$12,000 per year
- WA Department of Revenue Business Licensing Services partnership
- $10 Annual Local Fee + DOR Admin Fee

Launch Spring 2014

- Mailing to Kenmore businesses in DOR system
- Initial Reactions
- Response/Registrations

No. of Businesses Registered Since Inception



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Registration Data

- Strong home based business sector (63%)
- Most common types of businesses
- Kenmore Business Directory
- Who's Missing?

Revenue and Expenditures

	2014	2015 (Jan-Sept)	Total
Revenue	$12,416	$ 6,181	$18,597
Expenditures	$ 8,479	$ 2,702	$11,181

Expenditures: Bothell Chamber for Kenmore Business Alliance
Business Directory Maintenance
Business Events

Benefits of the Program

- Contact with Business Community
- New faces at each event
- Support local businesses through Directory
- Efficiencies
- Emergency Contact Information

Staff Team

- Executive
- Finance and Administration
- Development Services
- Northshore Fire District

ATTACHMENT
3

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 13-0356

AN ORDINANCE OF THE CITY OF KENMMORE, WASHINGTON, ADOPTING A NEW CHAPTER 5.105 OF THE KENMORE MUNICIPAL CODE (KMC) TO ESTABLISH A BUSINESS REGISTRATION PROGRAM FOR THE CITY; AND FIXING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the Economic Development Strategy in 2009, which calls for establishing a Business Registration Program required for Kenmore businesses as a means of maintaining a closer connection with the business community and identifying business clusters and opportunities; and

WHEREAS, the 2009 Economic Development Strategy Goal II states, "Support existing businesses and pursue opportunities to expand employment; Work to retain the City's existing independent businesses by understanding and responding to their issues; and Better understand and track the makeup of the City's commercial sectors by establishing a business registration requirement with a modest fee;" and

WHEREAS, Kenmore is one of very few cities in King and Snohomish Counties that do not have a general business license or registration program; and

WHEREAS, a business registration program can help the City to provide a local business directory that includes businesses who desire to be listed in such a directory; and

WHEREAS, this proposal was first initiated by the Advisory Group for the Economic Development Strategy, and has been informally discussed with business owners since 2009; and

WHEREAS, the City has the opportunity to join over 50 other cities in a partnership with the Washington Department of Revenue Business Licensing Service that will make it convenient for businesses to establish and renew the Kenmore business registration, and efficient for the City to administer; and

WHEREAS, the Business Registration for Kenmore businesses will assist in providing information that is vital for emergency services,

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

Section 1. Adoption. The City Council hereby adopts a new Chapter 5.105 of the Kenmore Municipal Code, entitled "Kenmore Business Registration Program" as set forth in Exhibit 1 to this ordinance, attached hereto and incorporated by reference as if set forth in full.

Section 2. Effective Date. This Ordinance shall take effect on July 1, 2013.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 22nd DAY OF APRIL, 2013.

CITY OF KENMORE

Bob Nordhorn DEPUTY MAYOR

~~David Baker~~, Mayor

ATTEST/AUTHENTICATED

Patty Safrin

Patty Safrin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma

Rod P. Kaseguma, City Attorney

FILED WITH THE CITY CLERK: April 12, 2013
PASSED BY THE CITY COUNCIL: April 22, 2013
DATE OF PUBLICATION: June 26, 2013
EFFECTIVE DATE: July 1, 2013
ORDINANCE NO. 13-0356

EXHIBIT 1 TO ORDINANCE NO. 13-0356

CHAPTER 5.105
KENMORE BUSINESS REGISTRATION PROGRAM

Sections:

5.105.010 Chapter and purpose.
5.105.020 Definitions – General.
5.105.030 Business registration required – Posting.
5.105.040 Exceptions – Applicability of provisions.
5.105.050 Non-profit businesses and organizations
5.105.060 Application and renewal.
5.105.070 Registration term or expiration.
5.105.080 Fee.
5.105.090 Late renewal.
5.105.100 Registration – Suspension, denial or revocation.
5.105.110 Violation – Civil infraction, enforcement.
5.105.120 Rules and Rulings

5.105.010 Chapter and purpose.
Maintenance of current information with respect to business, trade, service, commercial and professional activities carried on within the city allows the city to carry out the duties and authorities delegated to it by the Washington State Constitution and the laws of the state of Washington as a non-charter code city. Such information can best be accumulated and maintained on a current basis through the establishment of a program for the registration of such business activities. The business registration program ("Program") is hereby established to protect the public and promote economic development and not intended to benefit any individual or class.

5.105.020 Definitions – General.
For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section:

A. "Business," "occupation" or "pursuit" means and includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the City with the object of gain, benefit, or advantage to the applicant for business registration or other person, directly or indirectly, whether part-time or full-time, whether resident or nonresident.

B. "City" means the city of Kenmore, Washington.

C. "Clerk" means such city employees or agents as the city manager shall designate to administer this chapter, or any designee thereof.

D. "Engage in" "engages in" or "engaged in" business means commence, conduct or continue in business, and also means the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

E. "Person," "firm," or "corporation," used interchangeably in this chapter, means any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, corporation, association, canvasser, peddler, solicitor, society, or any group of individuals acting as a unit, whether mutual cooperative, fraternal, nonprofit or otherwise, and includes the United States or any instrumentality thereof.

5.105.030 Business registration required – Posting.
A. Any person that engages in any business, occupation, home occupation (see Chap. 18.73 KMC), or pursuit in the City shall register that business with the City's Program. To register under the Program a person must submit an application to the State Department of Revenue and pay the applicable registration fee.

B. A business located within the City must be registered with the Program.

C. A business registration shall be posted in a conspicuous location at the place of the business.

5.105.040 Exceptions – Applicability of provisions.
This chapter does not apply to:

A. The performance of governmental or proprietary functions by any instrumentality of the United States, the state of Washington, or any political subdivision thereof, including City of Kenmore sponsored civic events.

B. The delivery of goods by vehicle to a customer or client by a business where the sale occurred on a business premises outside of the city and the only event occurring within the city is a delivery.

C. Accredited public or private schools, colleges, or universities, as to their education endeavors only; churches and other religious bodies, as to their religious activities only; political groups and organizations as to their political activities only.

D. Minors, a person under the age of 18, engaged in business or operating a business concern where no other person is employed by the minor.

E. A business with an annual gross income of Twelve Thousand Dollars ($12,000.00) or less.

F. Farmers selling fruit, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, produced or manufactured by such person; Provided that nothing herein authorizes any person to sell, deliver or peddle any dairy product, meat, poultry, eel, fish, mollusk or shellfish without a license as otherwise required by the State of Washington.

E. Where preempted by federal or state constitutions or laws.

5.105.050 Non-profit businesses and organizations.

Organizations exempt from taxation under 26 USC 501 (C)(3) and (4) must register under the business registration program, but shall be exempt from paying the registration fee. This shall not constitute an exemption from all other applicable taxes and fees. Such organization must be able to show satisfactory proof of such status to the City.

5.105.060 Program application and renewal.

A. A person shall register a business with the Program by submitting an application to the State Department of Revenue (with its Business Licensing Service), in coordination with the Clerk, giving such information as is deemed reasonably necessary to enable the enforcement of this chapter. Businesses that are not required to be registered because they do not exceed the annual gross income threshold may be voluntarily registered with the Program, in the same manner set forth in KMC 5.105.030.

B. Only one registration is necessary if a business is located at two or more separate locations within the City, if the same business name and type of business is operated at the separate locations in the City.

C. If more than one business is conducted or operated on premises, a separate business registration shall be required for each business that meets the requirements for business registration. Each business owner must separately register a business with the Program.

D. A business registration is nontransferable. A person engaged in business within the City shall notify the Clerk and State Department of Revenue of a

change of business location within thirty (30) days of the location change or by the next registration renewal date, whichever date occurs first.

E. A person who has registered a business under the City's Program shall renew the registration on an annual basis, in the same manner as the original application for registration including payment of fees.

F. A person engaged in business within the City must comply with all applicable City ordinances and code provisions, and state and federal laws.

5.105.070 Registration term or expiration.
Business registration shall be valid for a term of twelve months, and shall expire on the date determined by the Department of Revenue, in coordination with the City.

5.105.080 Fee.
A. The fee to register with the City's Program, or renew such registration shall be as set forth in a fee resolution adopted by the City Council.

B. From July 1, 2013, to December 31, 2013, Program registration fees may be pro-rated to coincide with the Washington State Department of Revenue's (its Business Licensing Service) registration term of twelve months. The pro-rated fee shall be as set forth in a fee resolution adopted by the City Council. Thereafter, all registration fees shall be the full amount identified in KMC 5.105.080.A.

5.105.090 Late renewal.
Each business registration issued must be renewed annually on or before the expiration date, or expiration of any prorated period. Failure to renew a business registration by the expiration date may result in an increase in the amount of the renewal fee by fifty percent (50%).

5.105.100 Registration denial or revocation.
A. An application for registration required under this chapter may be denied or revoked by the City based on any of the grounds provided below:

1. If the person who obtains the registration or any of the business officers, directors, agents, owners or employees of the business fail to comply with the requirements of this chapter.

2. If a person procures registration by fraud or misrepresentation of fact, or the person who obtains the registration or any of the business officers, directors, agents, owners or employees of the business obtain registration so as

to practice some illegal act or some act injurious to the public health, safety and welfare.

3. Whenever a person fails or refuses to pay the registration or renewal fee.

B. The City shall not deny or revoke a business registration without cause.

5.105.110 Violation – Civil infraction, enforcement.
A. A violation of this chapter shall constitute a civil infraction. A person who violates any provision of this chapter shall be subject to a civil fine in an amount not to exceed $100.00.

B. The Clerk and officers authorized to provide police services to the city shall enforce this chapter and are authorized to issue civil infractions for violations of this chapter. The disposition of a civil infraction issued under this chapter shall follow the procedures adopted under the following statutes:

1. A notice of civil infraction issued under this chapter shall comply with the procedures of RCW 46.63.060(1),(2)(a)-(g) and (3), hereby adopted by reference as if set forth in full. A response to the notice of civil infraction and/or request for hearing shall comply with RCW 46.63.070(1)-(4) and (6), hereby adopted by reference as if set forth in full.

2. RCW 46.63.090 and RCW 46.63.100, which regulate hearings on contested infractions and hearings to explain mitigating circumstances, are hereby adopted by reference as if set forth in full.

3. The phrase "traffic infraction" referenced in the above-cited statutes shall mean a "civil infraction" issued under this chapter.

C. A civil infraction issued under this chapter shall be filed with the King County district court, which shall have the exclusive jurisdiction to hear and determine the same. Rules of procedures for the conduct of hearings filed under this chapter may be established by rule of the court.

5.105.120 Rules and Rulings. The city manager may, from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with state law. The purpose of such rules and regulations is to carryout the provisions of this chapter. The city manager may also issue letter rulings from time to time which are applicable only to specific businesses. Such administrative rulings shall be binding on the City and the applicable business.

Kenmore Business Registration Update

December 14, 2015

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Pre- 2013 Ordinance Adoption Conditions

- 2009 Economic Development Strategy Goal: "Support Local Businesses"
- Kenmore: 1 of only 5 cities in King and Snohomish Counties without a local general business license or registration (58 total cities in the two counties)
- Challenge to connect with local business community

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Council Priorities

- Improve ways to connect with businesses
- Establish a Kenmore Business Directory
- Low fees
- Emergency contact information

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Business Registration

- Businesses with a physical location in Kenmore
- Non profit organizations
- Gross Income >$12,000 per year

- WA Department of Revenue Business Licensing Services partnership
- $10 Annual Local Fee + DOR Admin Fee

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Launch Spring 2014

- Mailing to Kenmore businesses in DOR system
- Initial Reactions
- Registrations Total: 779 (through Nov 2015)

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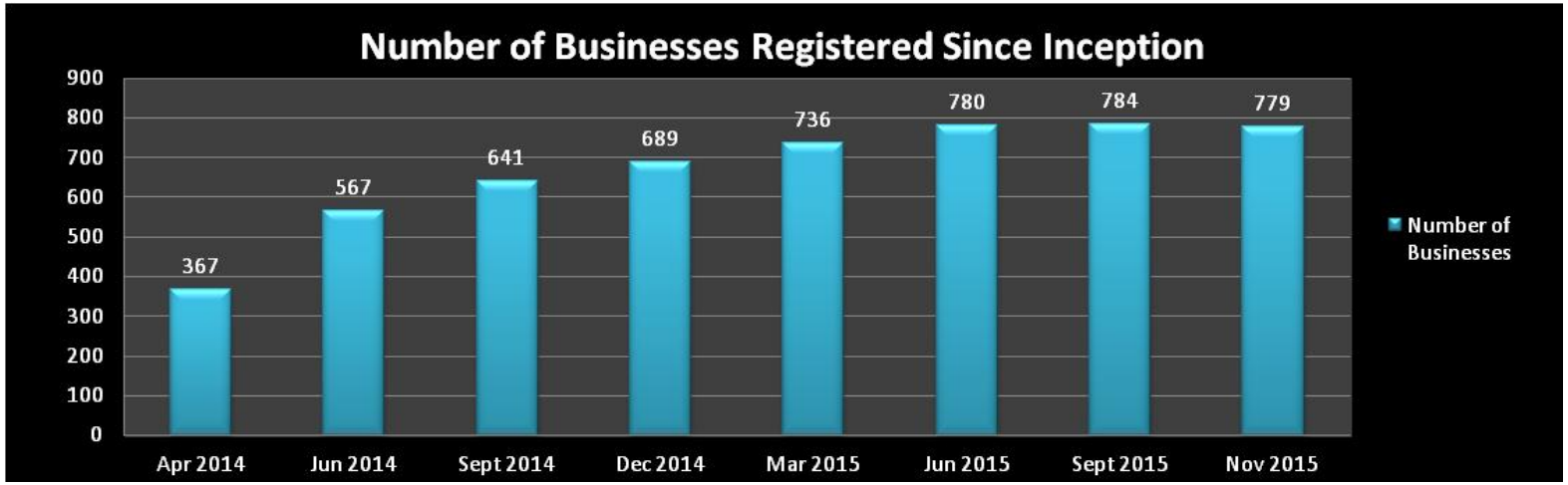
No. of Businesses Registered Since Inception



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Registration Data

- Strong home based business sector (63%)
- Most common types of businesses
- Kenmore Business Directory
- Who's Missing?

Kenmore Business Directory

- 120 businesses listed as of Nov. 30, 2015
- Only registered businesses can be listed

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KENMORE
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Revenue and Expenditures

	2014	2015 (Jan-Oct)	Total
Revenue	$12,416	$ 6,786	$19,202
Expenditures	$ 8,479	$ 2,778	$11,257

Expenditures: Bothell Chamber for Kenmore Business Alliance
Business Directory Creation and Maintenance
Logo Design
Business Events

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Benefits of the Program

- Contact with Business Community
- New faces at each business event
- Support local businesses through Directory
- Efficiencies
- Emergency contact information

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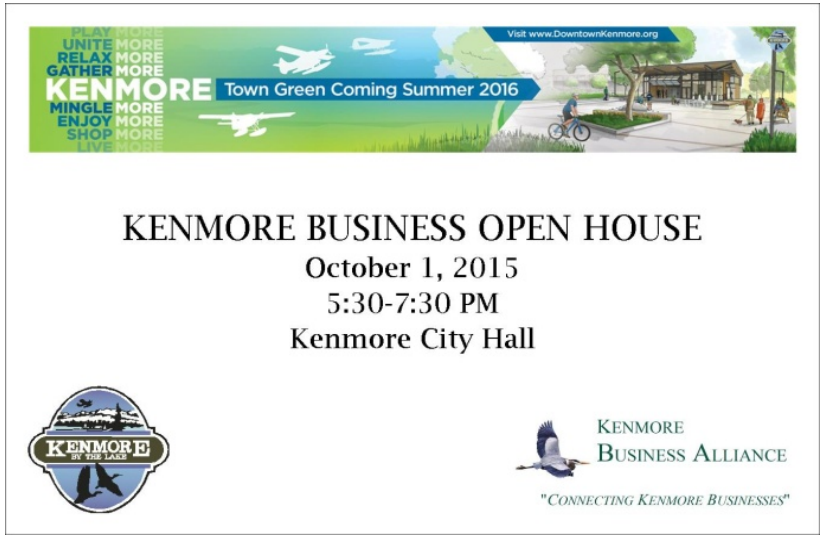
Staff Team

- Executive
- Finance and Administration
- Development Services
- Northshore Fire District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Town Green Coming Summer 2016
KENMORE BUSINESS OPEN HOUSE
October 1, 2015
5:30-7:30 PM
Kenmore City Hall
KENMORE BY THE LAKE
KENMORE BUSINESS ALLIANCE
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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Planning Commission appointments **Proposed Council Action/Motion:** Determine preferred approach to filling four Planning Commission vacancies. Motion to appoint four Planning Commissioners to a three year term from January 1, 2016 through December 31, 2018.	**For Council Meeting Agenda of:** 12/14/15 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director **Initial & Date** **Approved by Department Head:** DB 11/30/15. **Approved by City Attorney:** **Approved by Finance Director:** 12/1/15 **Approved by City Manager:** **Exhibits/Attachments:** 1. Minutes of 1/12/15 City Council meeting

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

INFORMATION/BACKGROUND:

The terms of four existing Planning Commissioners (Angela Kugler, Douglas Nugent, Mark Ohrenschall, and Michael Vanderlinde) expire at the end of this year. Terms for the remaining three Commissioners (Carol Baker, Mike Mulcare, and Debra Srebnik) expire at the end of 2017.

Options to fill the four vacancies include:

1. Reappoint existing Commissioners. Three of the existing Commissioners (Nugent, Ohrenschall and Vanderlinde) have expressed interest in reappointment. Commissioner Kugler has declined reappointment given other commitments.
2. Appoint Commissioners from the existing "alternates" list. At the beginning of 2015 when the City Council interviewed candidates for Planning Commission vacancies, four were identified as possible alternates (see Attachment 1). The four are: Bruce Blackburn, Scott McDonald, Dennis Olson, and David Ross. All have expressed continued interest in appointment.
3. Conduct a new interview process, including advertisement of the vacancies and new applications from those interested. If the Council chooses this approach, vacancies likely will not be filled until late January 2016.

A combination of these alternatives could, of course, be used to fill the vacancies.

FISCAL CONSIDERATION:
None at this time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
The City Council must appoint a Planning Commission to address Comprehensive Plan amendments and associated development regulation amendments on the annual docket.

City of Kenmore, Washington
City Council Regular Meeting
Minutes
January 12, 2015

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

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

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Jennifer Gordon, Public Works Operations Manager; Dawn Reitan, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Annette Eaton led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

PROCLAMATION

Kenmore Community Club 90th Birthday Proclamation - Mayor Baker read the proclamation into the record and presented it to Annette Eaton, Club Manager.

CITIZEN COMMENTS

Maddie Hayden, 18531 64th Place NE, Kenmore; Sarita Pauly, 19228 86th Place NE, Bothell; and Alexandra Reed, 24327 Fourth Place W, Bothell, all members of Girl Scout Troop 42074, spoke together. They stated that they are working on their Silver Award, and their project is to install and sustain two free libraries (take a book; return a book) in two separate locations in the City. They stated that they hoped speaking at tonight's meeting would be the first step in getting permission from the City to create the free libraries.

Mayor Baker thanked them for coming. City Manager Karlinsey asked them to speak with Jennifer Gordon, Public Works Operations Manager, to work out the details of setting up the free libraries.

CONSENT AGENDA

Deputy Mayor Van Ness moved to approve the consent agenda as submitted. Mayor Baker seconded the motion to Adopt the Minutes of the December 8, 2014 and December 15, 2014 City Council Meetings and Approve Check Nos. 31226 - 31307 Totaling $690,709.83 and Electronically Transferred Payroll Funds in the Amount of $68,816.03 for the Period Ending December 19, 2014. The motion passed unanimously.

BUSINESS AGENDA

Integra Franchise Agreement Presentation, Ordinance No. 15-0394 - Jennifer Gordon, Public Works Operations Manager, and Eric Clayton, Integra Senior Outside Plant Engineer, were present to provide information to the Council about the Ordinance. The Ordinance will come to Council for adoption at their meeting on January 26. Mr. Clayton gave a brief introduction to Integra, including what they do and who they serve. This Ordinance will enable the expansion of fiber optic cable to customers in the City of Kenmore. City Attorney Dawn Reitan provided some clarifications regarding the proposed agreement with Integra. Staff and Mr. Clayton were also available to answer any questions.

Planning Commission Interviews

Mark Abersold, Carol Baker, Bruce Blackburn, Wayne Fu, Mike Mulcare, Daniel Ross, Kent Sturgis, Bob Swain, and Linda Wickizer were interviewed by the Council for the three open Planning Commissioner positions.

Appoint Planning Commissioners

It was Council consensus that Debra Srebnik, Carol Baker and Mike Mulcare would fill the three Planning Commissioner vacancies. The Council also chose four alternates as follows: 1) David Ross; 2) Dennis Olson; 3) Scott McDonald; and 4) Bruce Blackburn.

STAFF REPORT

Mayor Baker delivered the staff report on behalf of City Manager Karlinsey. He read an e-mail received by the City Manager from Daniel Church, President of Bastyr University. They have come to the conclusion that the University does not have a near-term space need sufficient to justify the proposed occupancy of 90,000 square feet in the St. Edward State Park Seminary Building and do not currently have the resources needed to finance the renovation project and still be able to respond to an opportunity for development of their permanent campus in San Diego should one arise.

The City has reached 500 "likes" on Facebook.

CITY COUNCILMEMBER REPORTS & COMMENTS

Mayor Baker stated that he recently spoke with 74 honor roll students at the Kumon Academy, after school math and reading program, here in Kenmore. He announced that the City will sponsor a pre- Super Bowl Hawk Walk.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 9:47 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

The City of Kenmore

POLICE CHIEF

Date: December 9, 2015

To: Rob Karlinsey, City Manager

From: Clifford Sether, Police Chief

Re: Half Time Motorcycle Officer Position

In 2014, the City Council adopted a "Target Zero' resolution with the goal to achieve zero pedestrian and bicycle fatalities and serious injuries by the year 2025. Traffic enforcement is an important component of our Target Zero strategy.

There are several obstacles and barriers that make it very difficult for traffic enforcement using a conventional police car, e.g. few areas to stage and observe traffic violations at major intersections; narrow shoulders on city roads to park without being observed, etc.

Motorcycles can stage on the sidewalk at intersections along SR 522 and easily respond to pedestrian, bicycle and motorist violations. We have utilized Covington's motor office in the past, which has proved to be very effective. However, Covington's motor officer has decided to finish his career driving a conventional car and the King County Sheriff's Office has sold off the remaining motorcycles in their inventory.

Therefore, we are proposing to take one of Kenmore's existing patrol FTE and convert part of the position into a part time motorcycle/ patrol officer position. This proposal does not increase the number of police positions in the department. The estimated cost to the city would be:

- Adding an additional vehicle (motorcycle) increasing the cost of the contract by $12,000 a year. The King County Sheriff's Office is still finalizing costs; $12,000 is a conservative high estimate. This cost includes the amortized cost of the bike (either via lease or purchase), equipment, and overhead.
- Paying two percent premium pay to the motorcycle officer at about $1,200 a year.

The total cost would roughly be $1,100 a month. The city's police budget can accommodate this additional cost without a budget appropriation.

The Sheriff's department currently has a patrol officer that is willing to become a motorcycle officer. If the city decides to move forward with this program, this officer will begin motorcycle training in the summer, and if all goes well, the officer should be ready to start using the motorcycle by this summer.

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Adding a motorcycle program does not obligate the city for a specific length of time; however, we do recommend staying with the program for at least several years if it continues to be an effective enforcement tool.

If there are no objections from the City Council, the City Manager can direct the Sheriff to move forward with acquiring the motorcycle and scheduling our patrol officer for the motorcycle training in April.

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