



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

City of Kenmore
REVISED City Council Special & Regular Meeting Agenda

6:45 p.m., Monday, February 9, 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. 6:45 p.m. - CALL SPECIAL MEETING TO ORDER

II. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), Potential Litigation, and RCW 42.30.110(1)(b), Property Acquisition (SR 522 West A Right of Way)

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. ADJOURN SPECIAL MEETING

V. 7:00 p.m. - CALL REGULAR MEETING TO ORDER

VI. ROLL CALL

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. 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.

X. CONSENT AGENDA

- A. Adopt Minutes for the January 20, 2015 City Council Meeting
[DRAFT 01 20 2015 Minutes](#)
- B. Approve Check Nos. 31384 - 31472 in the Amount of \$802,319.56 and Electronically Transferred Payroll Funds Totaling \$67,366.44 and Payroll Check No. 7115 in the Amount of \$1,496.25 and an Investment Purchase of \$999,114.48 for the Period Ending January 16, 2015

[Checks for Approval](#)

- C. Adopt Ordinance No. 15-0394, Integra Franchise Agreement
[Agenda Bill & Attachment](#)

XI. PUBLIC HEARING

- A. Public Hearing to Receive Public Testimony Regarding Proposed Ordinance No. 15-0395, Amendments to Kenmore Municipal Code (KMC) Chapter 18.110, Development Agreements - Debbie Bent, Community Development Director
[Agenda Bill & Attachment](#)

XII. BUSINESS AGENDA

- A. Adopt Ordinance No. 15-0395, Amending Kenmore Municipal Code (KMC) Chapter 18.110, Development Agreements - Debbie Bent, Community Development Director
[Agenda Bill & Attachment](#)
- B. Kenmore Navigation Channel Update and Discussion - Nancy Ousley, Assistant City Manager
[Agenda Bill & Attachment](#)
- C. Approve A Regional Coalition for Housing (ARCH) 2015 Administrative Budget and Work Program - Debbie Bent, Community Development Director
[Agenda Bill & Attachment](#)
- D. Approve Resolution No. 15-252, Authorizing Execution of Documents Necessary to Fund Housing Projects Recommended by A Regional Coalition of Housing (ARCH) Executive Board - Debbie Bent, Community Development Director
[Agenda Bill & Attachment](#)
- E. SR 522 West A Funding - Kris Overleese, Public Works Director/City Engineer, and Kent Vaughan, Senior Civil Engineer
[Agenda Bill & Attachment](#)
- F. Sidewalk Grants - Kris Overleese, Public Works Director/City Engineer
[Agenda Bill & Attachments](#)

XIII. STAFF REPORT

- A. Drive-Through Business Regulations on the North Side of SR 522 - Bryan Hampson, Development Services Director
[Staff Memo & Attachment](#)

XIV. COUNCILMEMBER REPORTS & COMMENTS

XV. COUNCILMEMBER INITIATIVES

XVI. ADJOURNMENT

Upcoming Meetings:

Tues., February 17, 2015	7:00 p.m.	City Council Regular Meeting (Holiday Schedule)
Mon., February 23, 2015	7:00 p.m.	City Council Regular & Special Joint Planning Commission Meeting
Tues., February 24, 2015	7:30 p.m.	Planning Commission Regular Meeting

**City of Kenmore, Washington
City Council Regular Meeting
Minutes
January 20, 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, Milton Curtis, Nigel Herbig and Stacey Denuski

Councilmembers excused: Councilmember Laurie Sperry

Staff present: Rob Karlinsey, City Manager; Kris Overleese, Engineering & Environmental Services Director; Debbie Bent, Community Development Director; Bryan Hampson, Development Services Director; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Dennis Mendrey led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

PROCLAMATION

Proclamations for Inglemoor High School Girls Cross Country Team and Team Member Amber Rose – Mayor Baker read the proclamations into the record and presented the team proclamation to the team coach and assistant coach. The team and their coaches came up to the dais for pictures with the Council. Following the reading of the second proclamation, Mayor Baker presented it to Amber Rose, who also had her picture taken with the Council.

PRESENTATIONS

Eagle Scout Grant Goheen – Completed Park Kiosk Project – Grant built two kiosks, at Rhododendron Park and Log Boom Park, for his Eagle Scout project. He showed several slides about the project. He also detailed the work he and others did on the project, totaling 200 hours.

Recognize Outgoing Planning Commissioners Dennis Mendrey, Jim Howard and Doug Huxtable – Jim Howard and Dennis Mendrey were present. Mayor Baker thanked them for their service to the City and gave them certificates of recognition. They also had their pictures taken with the City Council.

CITIZEN COMMENTS

Douglas Nugent, 7055 NE 163rd Street, Kenmore, was present to speak about the contributions of outgoing Planning Commissioners Jim Howard, Dennis Mendrey, and Doug Huxtable.

Eric Adman, 7815 NE 192nd Street, Kenmore, was present to comment on the Swamp Creek Study, on the agenda for this meeting, and to report on some Swamp Creek restoration activities in which he has been involved as a volunteer.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Curtis moved to approve the consent agenda as submitted. Deputy Mayor Van Ness seconded the motion to Adopt the Minutes for the January 5, 2015 Special City Council Meeting; Receive and File the November 2014 Financial Report; Approve Contract No. 14-C1356, 2015 King County Work Program; and Authorize the City Manager to Approve the Binding Site Plan for Kenmore Village, Contract No. 14-C1254. The motion passed unanimously.

BUSINESS AGENDA

Swamp Creek Study Discussion - Kris Overleese, Engineering & Environmental Services Director; Richard Sawyer, Surface Water Program Manager; Erin Nelson, Osborn Consultants; and Hugh Mortensen, Watershed Company, were present to speak and were also available to answer any questions.

Richard Sawyer gave an introduction and provided a PowerPoint presentation on the Swamp Creek Evaluation for the 2015 Comprehensive Plan Update, describing the problem to be addressed, the evaluation goals, and the history of flooding in Swamp Creek as far back as the 1930s. He explained that flooding in Swamp Creek has to do with Kenmore's position in the watershed, at the topographic low point in the basin. He detailed current property ownership around the basin.

Erin Nelson detailed how they evaluated the current situation. Kris Overleese pointed out that the consultant was able to build on work that was done in 2004, which was of high quality. They modeled various scenarios and looked at the results relative to the three different goals for the resources to be protected (past impacts, current impacts, and predicted future impacts). Sawyer pointed out that the model is looking at what would happen in the various scenarios for a "100-year storm," which would be like the storm of December 3, 2007. Hugh Mortensen spoke about Wetland No. 3, the largest and highest quality wetland in the City, which is currently in equilibrium. Nelson reviewed a number of alternatives for the City to consider. She discussed the scale of upstream flow control needed to detain stormwater coming from upstream jurisdictions. She stated that, in modeling, dredging showed insignificant differences in flood levels due to the size of the wetland. Sawyer summarized the conclusions resulting from the Swamp Creek evaluation, which will be integrated into the Surface Water Master Plan update.

Mayor Baker invited Eric Adman back to the microphone to speak more about his knowledge relating to the issues being discussed based on his experience.

Kenmore Village Town Green Site Plan Presentation and Discussion - Rob Karlinsey, City Manager; Jim Graham, Graham Baba Architects; Matt Porteous, Hewitt Architects; and Steve Hansen, JSH Properties, Inc., were present to speak and were also available to answer any questions.

Karlinsey stated that \$5M taken from the sale of the property and a \$300,000 grant from the State are providing the funding for this project. Matt Porteous detailed some of the highlights of the Town Green design elements. Jim Graham spoke about the plans for the Pavilion building. Karlinsey noted that the building size has been reduced to provide cost savings. He stated that they would like to get some direction from the Council as to whether they are on the right track or not. This would allow them to continue on with design; more accurately estimate costs; and proceed with the Request for Proposals (RFP) for retail for the Pavilion building. Steve Hansen recommended an extended RFP period to give the project more exposure in the market. Karlinsey suggested perhaps having up to three citizens help evaluate proposals and give their opinions in a purely advisory capacity.

Mayor read an e-mail from Councilmember Sperry into the record, as she was unable to be present at the meeting.

It was Council consensus to go forward with the overall concept for the Town Green design and layout as presented, with a 1200-square-foot retail space for which staff will initiate a Request for Proposal process.

STAFF REPORT

City Manager Karlinsey provided a St. Edward Seminary update, stating that Kevin Daniels is still very interested in saving the building, even though Bastyr has decided not to continue with the project. The City will continue to assist in finding a user. He announced that the Kenmore Waterfront Activities Center (KWAC) is planning a 10:00 a.m. "Race for the Cookies" on Saturday, March 21st, followed by an open house and waterfront activities fair from about noon until 4:00 p.m.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Herbig stated that he is very excited that the camera will be on for meetings starting next week.

Councilmember Denuski announced that February is the 5th anniversary of Michelle Obama's Let's Move campaign. She and Mayor Baker are planning a healthy walk on Saturday, February 7th at 10:00 a.m. from City Hall to Log Boom Park and back to celebrate the anniversary. She submitted the 2015 Playful City application this week, and decisions will be made in May. She stated that Kaboom would like Kenmore to help other cities who are going through the process, and they are working on a webinar for that purpose.

Deputy Mayor Van Ness noted that on March 9th, three Councilmembers will be out of town at the National League of Cities (NLC) conference. Last week Assistant City Manager Nancy Ousley, Director of Finance & Administration Joanne Gregory, and he went to the economic development forecast sponsored by the Economic Development Council of King County. He stated that there are new, exciting things going on with the Eastside Transportation Partnership (ETP).

Mayor Baker stated that he had a Washington policy meeting regarding transportation with several of our legislators. He also met with our delegation on Thursday and gave them 12" row

boats that said “Kenmore Boathouse” on the side, asking them to display them on their floor tables. He attended the AWC Mayors exchange on Friday, where they had a great discussion on education and what cities can do.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 9:41 p.m.

David Baker, Mayor

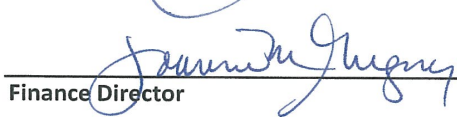
ATTEST:

Patty Safrin, City Clerk

City of Kenmore Voucher Certification and Approval

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 31384-31472 which total \$802,319.56, and electronically transferred payroll funds totalling \$67,366.44, and payroll check #7115 in the amount of \$1,496.25, and an investment purchase of \$999,114.48 are just, due and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.

 1-21-15
 City Manager Date

 1/20/15
 Finance Director Date

Check #	Vendor Name	Description	Check Amount
31384	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,612.04
31385	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
31386	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,812.11
31387	DRS 457	Deferred Comp Payroll Deduction	890.00
31388	CITY OF KENMORE FS	Flexible Spending Medical Plans	334.21
31389	BANK OF AMERICA 941	Payroll Taxes	14,453.30
31390	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
31391	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	13,545.66
31392	BAKER, SHERI	Holiday Supplies Expense Reimbursement	6.55
31393	CENTER FOR HUMAN SERVICES	13-C1118 & 13-C1119 Human Svcs Programs	6,250.00
31394	CITY OF BELLEVUE	4th Qtr Human Svcs Pooled Programs	13,763.00
31395	CITY OF LAKE FOREST PARK	December Public Works Services	73,478.19
31396	CITY OF SHORELINE	Oct.-Dec. 2014 Jail Van Usage	734.25
31397	COASTWIDE LABORATORIES	City Hall Maintenance Supplies	1,085.33
31398	DEPARTMENT OF ECOLOGY	SR522 W. A Stormwater Construction Permit	312.79
31399	REPUBLIC SERVICES	Dec. Rhod. Park & City Hall Solid Waste Svcs	851.84
31400	FRUHLING SAND & TOPSOIL	Drainage Materials/ Brush Dumping	395.18
31401	CALPORTLAND COMPANY	Drainage Materials/Pipe Installation/Gravel	637.23
31402	GRAY & OSBÖRNE, INC	12/7/14-1/3/15 Trib. 0057 Professional Svcs	2,524.52
31403	HOME DEPOT CREDIT SERVICES	Public Works Materials	390.35
31404	HOPELINK	13-C1121 - 13-C1124 Human Svcs Programs	11,437.50
31405	INSLEE, BEST, DOEZIE & RYDER, P.S.	December Legal Services	13,018.40
31406	KING COUNTY FINANCE W.L.R.D.	Water Quality Audit	155.76
31407	KING COUNTY FINANCE	Dec. Road Svcs -Labor/Signs/Banners/Overlay	14,576.11
31408	KING COUNTY FINANCE	2014 Voter Registration	36,904.95
31409	SOUND PUBLISHING, INC.	12/5 & 12/19 Advertising	398.25
31410	KING COUNTY SHERIFF	Nov. School District Overtime	2,869.91
31411	PENDLETON, MICHAEL	Consulting for Council Retreat	2,526.90

X. B. Approve Check Nos. 31384 - 31472 in the Amount of \$802...

31412	NORTHSHORE FIRE DEPT	Dec. Fire Marshal Review	1,260.00
31413	NORTHSHORE SENIOR CENTER	Qtr 4 2014 Human Svcs/Transportation	1,650.00
31414	NORTHSHORE SENIOR CENTER	Qtr 4 2014 Kenmore Sr. Center/Human Svcs	5,500.00
31415	NORTHSHORE UTILITY DIST	Dec. Vehicle Fuel & Maintenance	4,257.63
31416	NORTHSHORE YMCA	Qtr 4 2014 13-C1130 Human Svcs	1,625.00
31417	NORTHSHORE YOUTH & FAMILY SERVICES	Qtr 4 2014 13-C1128 Human Svcs	6,250.00
31418	OFFICE DEPOT	Office Supplies	227.57
31419	PACIFIC TOPSOILS	Drainage/ROW/Park Material Disposal	512.85
31420	PUGET SOUND ENERGY	12/3-12/31 Street Lights/Signals/Gas Chgs	9,435.08
31421	SCHLOTZHAUER FIRM PS	2012-2014 Conflict Defense Services	3,960.00
31422	SEATTLE TIMES	12/15-12/22 Legal Notices - Advertising	845.38
31423	WA STATE DEPT OF TRANSPORTATION	Oct. & Dec. WSDOT Concrete Pkg Review	4,172.48
31424	WONDERLAND DEVELOPMENT	13-C1129 4th Qtr 2014 Human Svcs Program	2,250.00
31425	UPS STORE	December Shipping Charges	12.75
31426	SEES TREES AND EXCAVATION INC	Wetland & Emergency Tree Removals	1,628.82
31427	WA STATE DEPT OF TRANSPORTATION	November Services - SR522 West A	118.02
31428	KONICA MINOLTA BUSINESS SOLUTIONS	December Business Incubator Copier	211.90
31429	BANNER BANK LD	Supplies/Volunteer Exp/Social Media	328.55
31430	BANNER BANK CS	Equipment/ Supplies	462.78
31431	HDR	11/30-12/31 SR522 W A Design/ROW	9,187.44
31432	BANNER BANK NO	Incubator Expenses/Parking/Registration	948.16
31433	OUSLEY, NANCY	Oct.-Dec. Mileage/Bridge Tolls	129.19
31434	QUALITY BUSINESS SYSTEMS	Nov. & Dec. 1st & 2nd Floor Copier Charges	1,389.15
31435	TOPIA TECHNOLOGY/ BIS	New Website Content Conversion	1,900.00
31436	BANNER BANK KENMORE	Award/Conference Room TV's/Cloud Service	1,635.06
31437	EVER-MARK, LLC	Target Zero Shirts	296.91
31438	BANNER BANK JGORDON	Supplies/APWA Study Guide/Equipment	807.39
31439	JACOBS ENGINEERING GROUP	10/25-12/31 W. Samm. Bridge Services	11,254.84
31440	ALCALDE & FAY	12/15-12/31 Government Affairs Consulting	2,500.00
31441	KENMORE ELEMENTARY PTA	Qtr 4 2014 13-C1125 Human Svcs Program	2,000.00
31442	ZUMAR	Critical Area Signs	741.58
31443	HERO HOUSE	4th Qtr Human Services Program	350.00
31444	GORDON THOMAS HONEYWELL	December Government Affairs Consulting	3,627.37
31445	TOWN CENTER HARDWARE	Public Works & City Hall Supplies	238.13
31446	SARAH ROBERTS	December Prosecution Services	10,302.00
31447	FAZZARI MARKETING	Target Zero Lights/Stickers/Static Clings	3,477.73
31448	SUSSMAN/PREJZA & CO, INC	Signage Design/ Wayfinding	2,660.00
31449	PAWS	December Animal Sheltering Services	495.00
31450	BANNER BANK BH	Code Books & WAPRO Dues	330.76
31451	PERTEET INC.	10/27-12/31 On-Call Engineering Services	57,162.40
31452	KAMINS CONSTRUCTION	Dec. Citywide Safety Project Project Svcs	23,992.78
31453	KAMINS CONSTRUCTION	Dec. Citywide Improvements/ Concrete Pkg.	87,393.91
31454	KING COUNTY FINANCE/ GIS	Economic Development/Custom Cartography	11,665.00
31455	CANTEEN REFRESHMENT SERVICES	Coffee/Tea Supplies	507.78
31456	BANNER BANK BAKER	Conference Airfare & Parking	449.40
31457	OVERLEESE, KRISTEN	Sept.-Nov. Cell Data Plan Reimbursement	60.00
31458	INNOVAC	Vactor Services	3,504.78
31459	HARRIS & SMITH PUBLIC AFFAIRS	December Consulting Services	1,168.75
31460	UTILITIES UNDERGROUND LOCATION CTR	December Utility Locates	101.91

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31461	BUENA VISTA SERVICES, INC.	Nov. & Dec. Incubator Bldg. Janitorial Svcs	990.00
31462	OSBORN CONSULTING INC.	12-C1081 Nov. & Dec. On-Call Services	61,917.83
31463	MACDONALD MILLER FACILITY SOLUTIONS	Tankless Hot Water Heater Repairs	569.40
31464	SCORE	December Inmate Services	28,270.00
31465	SCORE	December Charges for Health Services	253.93
31466	HEWITT	Nov. Professional Services/ Skate Park	182,769.63
31467	REDMOND, MICHAEL	Sept.-Dec. Auto/Cell Reimbursement	837.00
31468	HANSEN, COREY	Dec. Business Incubator Consulting Svcs	3,000.00
31469	ALLISON & PARTNERS	Natural Health Sell Sheet/Media Relations	5,000.00
31470	LUM, GREG	Work Boot Reimbursement	174.99
31471	BANNER BANK	Retainage PE #2 Acct. 492011 (Kamins Const.)	4,599.68
31472	WASHINGTON STATE DEPT OF REVENUE	2014 Sales Tax Due for Untaxed Purchases	3,426.54
7115	PATRICIA JOHNSON	Payroll Check	1,496.25
1/9/2015	PAYROLL	Direct Deposit	67,366.44
			<u>\$ 871,182.25</u>

X. B. Approve Check Nos. 31384 - 31472 in the Amount of \$802...

2014	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2014
	314 PIE		7.00
	6270 BOTHELL WAY LLC		10,000.00
	A+ CONFERENCING		100.02
	A-1 LANDSCAPING & CONSTRUCTION, INC		863,289.54
	AA ASPHALTING, INC		17,426.93
	AA PARTY RENTALS		1,974.06
	AAA FLAG & BANNER MFG. CO., INC.		5,389.84
	AAA PRINTING		801.54
	ACADEMI TRAINING CENTER, LLC		800.00
	ACF WEST INC		863.99
	ACTION ENTERTAINMENT		790.00
	ADVANCE TESTING & SERVICE INC		540.00
	AFLAC		6,147.24
	ALCALDE & FAY		61,106.99
	ALLEN, REX		50.00
	ALLISON & PARTNERS		11,027.50
	ALLPLAY SYSTEMS LLC		664.45
	ALPHAGRAPHICS US718		998.35
	AMERICAN GENERAL		5,194.98
	AMERICAN PLANNING ASSOCIATION		1,990.00
	AMERICAN PUBLIC WORKS ASSOCIATION		780.00
	AMERICAN SOCIETY OF COMPOSERS		350.37
	ANDERSON, LAURI		142.38
	ANDERSON, T.S.		250.00
	ARTS OF KENMORE		200.00
	ASAP APPLIANCE REPAIR		334.85
	ASP, DANIEL		437.50
	ASSOCIATION OF WA CITIES		17,456.62
	AURORA RENTS		2,569.62
	AVCA HARDWARE		4,730.08
	AWC EMPLOYEE BENEFITS		470,546.35
	BADGLEY'S LANDSCAPE LLC		3,941.75
	BAKER, DAVID		2,669.22
	BANK OF AMERICA 941		381,337.94
	BANNER BANK		2,966.08
	BANNER BANK BAKER		20,377.53
	BANNER BANK BH		4,960.78
	BANNER BANK CS		4,824.17
	BANNER BANK DB		1,372.42
	BANNER BANK JG		8,056.32
	BANNER BANK JGORDON		14,492.60
	BANNER BANK KENMORE		27,203.63
	BANNER BANK LD		9,847.98
	BANNER BANK NO		10,773.94
	BANNER BANK PS		1,675.03
	BANNER BANK ROGERS		2,536.68

X. B. Approve Check Nos. 31384 - 31472 in the Amount of \$802...

BANNER BANK	VAN NESS	9,624.39
BASTYR UNIVERSITY		50,200.00
BAUER, ANDREW		807.07
BAYE ENTERPRISES, INC.		19,765.85
BEARCOM		240.90
BEEGEE TOLPA		700.00
BENT, DEBORAH A		169.52
BETHANY BIBLE CHURCH		35,850.00
BINW		1,138.63
BIOBAG AMERICAS INC.		710.83
BLACKBAUD		5,464.24
BLACKLINE, INC.		2,295.56
BRABEC, MARY		3,500.00
BRIEN, GAYLYNN		550.00
BROADCAST MUSIC, INC.		330.00
BUENA VISTA SERVICES, INC.		4,950.00
BUILDERS EXCHANGE OF WASHINGTON INC		454.85
BULGER SAFE & LOCK, INC.		803.20
C.B.A. PRODUCTIONS		199.00
CALPORTLAND COMPANY		2,167.57
CAMPOS APPRAISALS, INC.		3,200.00
CANTEEN REFRESHMENT SERVICES		3,240.08
CAPITAL ONE COMMERCIAL/ COSTCO		264.70
CASCADE PEST CONTROL		2,135.25
CEMEX		3,070.01
CENTER FOR HUMAN SERVICES		18,750.00
CENTER FOR PRIORITY BASED BUDGETING		28,483.38
CHARLENE COLLINS FREEMAN		50.00
CHICAGO TITLE		10,000.00
CITY OF BELLEVUE		159,903.66
CITY OF KENMORE		988,899.41
CITY OF KENMORE FS		5,803.75
CITY OF KENT		500.00
CITY OF LAKE FOREST PARK		786,571.26
CITY OF SHORELINE		1,775.15
CITYWORKS/ AZTECA SYSTEMS INC.		9,995.00
CLARITY SIGNS		650.10
CLK CONSTRUCTION LLC		3,171.48
CLOWNS UNLIMITED, INC.		711.75
COASTAL WEAR PRODUCTS INC		2,713.42
COASTWIDE LABORATORIES		5,942.90
CODE PUBLISHING COMPANY		350.00
COLORSPACE CREATIVE LLC		1,160.00
COLUMBIA BANK		13,725.10
COLUMBIA RIDGE LANDFILL		9,753.05
COMCAST		3,675.58
COMPUCOM		11,993.37
CONSOLIDATED PRESS		13,374.76
CONTECH ENGINEERED SOLUTIONS, INC		2,999.42

CONTOUR FENCE CO. INC.	3,801.85
COUGAR MOUNTAIN ZOO	550.00
CPS CONSTRUCTION LLC	4,000.00
CROWN PRODUCTS LLC	1,628.36
CRW SYSTEMS, INC.	72,817.50
CUES	250.00
CULLEY, AMBERLY	4,000.00
CUNNINGHAM, ED	1,250.00
CURTIS, DR. MILTON	317.76
D.R. HORTON	7,500.00
DACO ENTERPRISES	2,975.00
DAILY JOURNAL OF COMMERCE	3,117.00
DANSOUND INC	6,817.50
DAY WIRELESS SYSTEMS	229.32
DENUSKI, STACEY	1,281.23
DEPARTMENT OF ECOLOGY	26,383.24
DEPARTMENT OF LABOR AND INDUSTRIES	28,883.41
DEPARTMENT OF NATURAL RESOURCES	500.00
DEPARTMENT OF RETIREMENT SYSTEMS	316,041.58
DEVELOPMENTAL RESOURCES, INC.	350.00
DEVRIES, DENIS	278.88
DIGITAL REPROGRAPHICS SERVICES INC.	463.27
DORIA, JOSEPH	1,000.00
DRS 457	20,740.00
DURRANT, JEFF	167.75
DWAYNE LANE'S	24,259.73
ECONOMIC DEV COUNCIL OF SEATTLE/KC	4,500.00
EJ USA, INC.	2,579.03
EMERALD FIRE LLC	303.32
EMERGENCY SERVICE COORDINATING AGCY	48,964.00
ENTERTAINMENT FIREWORKS INC	17,000.00
ENVIROCERT INTERNATIONAL, INC.	100.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	7,675.95
ESTATE OF HARRY S. CHRISTIAN	5,350.00
EVERGREEN FIRE AND SAFETY, INC.	122.91
EVERGREEN PRINT SOLUTIONS	1,194.61
EVERGREEN SAFETY COUNCIL	199.00
EVER-MARK, LLC	1,491.48
FABULOUS CLEANERS	16.42
FASTSIGNS	794.93
FAZZARI MARKETING	7,265.69
FEDEX OFFICE	120.72
FERGUSON ENTERPRISES INC #1539	4,047.21
FIRE PROTECTION, INC	5,278.18
FIRST AMERICAN TITLE	11,182.20
FIRST CHURCH OF CHRIST, SCIENTIST	250.00
FITZGERALD, ELLIOTT	150.00
FLEMINGS HOLIDAY LIGHTING LLC	4,287.71
FRAUSE	15,412.27

FRONTIER	10,926.49
FRUHLING SAND & TOPSOIL	3,874.91
FUN WAY TO GO, LLC	360.00
G & H PRINTING	461.83
GEOENGINEERS INC	13,195.50
GIPSON FOOD COMPANY, LLC	360.00
GLOCK PROFESSIONAL, INC	390.00
GOBBLE EXPRESS	91.00
GOODSELL POWER EQUIPMENT #2 INC.	26.21
GORDON THOMAS HONEYWELL	40,209.93
GOVDELIVERY, INC.	12,300.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GOVERNMENTAL ACCT STANDARDS BOARD	225.00
GRAINGER	262.33
GRAY & OSBORNE, INC	18,352.14
GREATER BOTHELL CHAMBER OF COMMERCE	765.00
GREGORY, JOANNE	358.11
GSC PRODUCTION	300.00
HANSEN, COREY	12,000.00
HAPA WORLD MUSIC, LLC	2,250.00
HARRIS COMPUTER SYSTEMS	7,105.83
HARRIS, LESLIE	2,759.60
HDR	749,139.84
HENLEY USA, LLC	7,500.00
HERBIG, NIGEL	578.82
HERO HOUSE	1,050.00
HESTON VISUAL ARTS	1,078.30
HEWITT	27,642.85
HIGHWIRE	5,439.96
HOFFMAN, GAYLE	1,500.00
HOME COURT ADVANTAGE INC.	1,368.75
HOME DEPOT CREDIT SERVICES	2,036.62
HONEY BUCKET	2,355.35
HOPELINK	45,750.00
HOPKINS, CRAIG	417.20
HORIZON DISTRIBUTORS INC	587.11
HOUGH BECK & BAIRD INC	13,512.50
HP'S SMOKEHOUSE BBQ	154.00
HWA GEOSCIENCES INC.	900.00
ICMA RETIREMENT TRUST 457 - 304745	72,595.25
ICOMPASS TECHNOLOGIES, INC.	8,400.00
INDEPENDENT STATIONERS	2,687.10
INGALLINAS BOX LUNCH	60.63
INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
INNOVAC	31,528.59
INSLEE, BEST, DOEZIE & RYDER, P.S.	292,636.58
INTEGRA TELECOM	9,561.34
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,375.49

INTERNATIONAL INST OF MUNI CLERKS	210.00
IWORQ SYSTEMS	1,000.00
JACOBS ENGINEERING GROUP	126,872.18
JAYMARC - AV	410.63
JB TECHNOLOGY, INC	714.29
JET CITY PRINTING	2,769.75
JOHN E. REID & ASSOCIATES	1,500.00
JOYCE ZIKER PARKINSON	25,497.50
KAMINS CONSTRUCTION	307,687.41
KARLINSEY, ROB	1,021.33
KCDA PURCHASING COOP	95,358.31
KD CANOPY	1,560.00
KEEP POSTED INC	278.00
KENMORE COMMERCIAL LLC	39,372.00
KENMORE ELEMENTARY PTA	8,000.00
KENMORE HERITAGE SOCIETY	200.00
KENMORE HOLDINGS, LLC	6,950.00
KENMORE INVESTMENT PROPERTIES, LLC	33,700.00
KENMORE JR. HIGH BAND BOOSTERS	60.00
KENMORE LAKEVIEW, LLC	2,500.00
KENMORE SENIOR CENTER	700.00
KING COUNTY ANIMAL SVCS	4,210.00
KING COUNTY DISTRICT COURT	94,353.00
KING COUNTY FINANCE	1,674,565.30
KING COUNTY FINANCE W.L.R.D.	63,724.81
KING COUNTY FINANCE/ GIS	744.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	2,084.55
KING COUNTY PARKS	708.70
KING COUNTY RADIO COMM SERVICES	1,087.80
KING COUNTY REAL ESTATE SVCS	51,700.00
KING COUNTY RECORDER'S OFFICE	784.00
KING COUNTY SHERIFF	November Police Services
KING COUNTY SHERIFF	December Police Services
KING COUNTY SHERIFF	256,517.42
KING COUNTY SHERIFF	256,517.38
KING COUNTY SUPERIOR COURT CLERK	2,614,880.08
KING COUNTY TREASURY	576,800.00
KING CTY EASTSIDE TRANSP PARTNERSH	33,246.11
KINGMAN, ASHLEY	200.00
KOMPAN, INC	2,000.00
KONICA MINOLTA BUSINESS SOLUTIONS	976.96
KUSTOM SIGNALS, INC.	2,523.22
LAACONNER CHANNEL LODGE	9,546.25
LANGUAGE LINE SERVICES, INC.	194.00
LAW SEMINARS INTERNATIONAL	182.22
LEE, BRETT	930.00
LENNAR NORTHWEST, INC.	56.94
LIGHTHOUSE CONSULTING INC	7,500.00
LINCOLN NATIONAL LIFE INSURANCE	45,417.88
	2,307.98

X. B. Approve Check Nos. 31384 - 31472 in the Amount of \$802...

LOYUK, SAMANTHA	72.24
LUM, GREG	168.00
LYONS, LIZANNE & HAMMOND, JAMES	2,531.26
MACDONALD MILLER FACILITY SOLUTIONS	8,786.92
MAIL FINANCE	3,404.59
MAIN STREET PROPERTY GROUP	10,000.00
MARINE FLOATS CORPORATION	71,401.30
MCALLISTER, TERESA	129.50
MEDELES, JOSE	600.00
MEEHAN, NANCY	45.20
MEITZNER BROTHERS	7,500.00
METROPOLITAN TRANS. COMMISSION	1,500.00
MICRONET, INC.	450.00
MILLER STEPHENS, MARY	13,750.00
MILLER'S EQUIPMENT & RENT ALL INC.	46.81
MINZGHOR, NICHOLAS	343.75
MOBILE MINI, INC.	1,813.35
MORGAN SOUND INC	2,401.89
MR. T'S TROPHIES	1,848.01
MULVIHILL, MARJORIE	250.00
MUMMA, RYAN	166.59
NATIONAL BARRICADE CO	191.41
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LEAGUE OF CITIES	1,489.00
NATIONAL LIFE OF VERMONT	2,818.68
NATIONWIDE FINANCIAL 401a	244,779.60
NATIONWIDE RETIREMENT SOLUTIONS 457	6,985.00
NEOPOST NORTHWEST	274.82
NEW PIG	3,440.64
NEWELL, HEATHER	1,519.05
NORTH COAST ELECTRIC	1,154.78
NORTH CREEK DESIGN	60.00
NORTHSHORE FIRE DEPT	6,293.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE PAVING INC	6,099.11
NORTHSHORE ROTARY CLUB	202.00
NORTHSHORE SENIOR CENTER	24,750.00
NORTHSHORE UTILITY DIST	245,279.90
NORTHSHORE YMCA	4,875.00
NORTHSHORE YOUTH & FAMILY SERVICES	18,750.00
NORTHWEST LANDSCAPE SERVICES	36,763.10
NORTHWEST PLAYGROUND EQUIPMENT INC.	1,053.94
NORTHWEST VENTURES, LLC	9,500.00
OFFICE DEPOT	8,386.06
OFFICE TEAM	643.95
OfficeMax Workplace Interiors	28,327.64
OLSON, ROBERT & KRISTIN	3,800.00
OLYMPIC ENVIRONMENTAL RESOURCES INC	45,271.11
OLYMPUS PURSUITS/ SHAWN JOHNSON	600.00

OSBORN CONSULTING INC.	171,330.18
OUSLEY, NANCY	1,815.13
OVERLEESE, KRISTEN	743.68
PACIFIC HOME CONSTRUCTION	1,200.98
PACIFIC TOPSOILS	8,984.37
PACIFICA LAW GROUP LLP	3,168.00
PART WORKS INC	810.73
PASSPORT TRAVEL AND TOURS	1,935.10
PAWS	6,600.00
PENDLETON, MICHAEL	5,113.94
PEOPLES STORAGE	2,226.00
PERTEET INC.	435,966.47
PETTY CASH CUSTODIAN	1,690.43
PHAM, NY THI	500.00
PHSI PURE WATER FINANCE	1,811.28
PIPERS CREEK NURSERY	766.50
POLYRHYTHMICS, LLC	1,750.00
PROTECTION TECHNOLOGIES, INC	2,096.17
PRO-VAC	5,672.10
PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	11,500.00
PUGET SOUND ENERGY	220,086.24
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PURE WATER TECHNOLOGY OF PUGET SOUND	498.83
QUALITY BUSINESS SYSTEMS	9,193.78
RANDALL, BRIAN	151.86
RAZZ CONSTRUCTION	23,077.53
REDFIELD PROPERTIES LLC	2,975.00
REDMOND, MICHAEL	544.71
REITZ, THERESA dba MISS TESS	1,500.00
REPUBLIC SERVICES	9,409.63
RICHARDSON, ZACK	656.88
RNR CONSULTING	15,532.00
ROAD CONSTRUCTION NW, INC.	286,854.55
ROD STEVENS	3,207.90
RODGERS, DEUTSCH & TURNER PLLC	750.00
ROGERS, GLENN	64.96
RONGERUDE, JOHN	1,800.00
SAFRIN, PATTY	419.30
SAMYN, DR. JEFFREY	250.00
SANDRA OWEN DESIGN	420.00
SARAH ROBERTS	113,322.00
SATO, EDWIN	101.32
SCHINDLER ELEVATOR CORPORATION	2,111.17
SCHUMACHER, JAMIE	2,710.25
SCHWARZWALTER, MARK	180.00
SCORE	293,758.86
SEATTLE TIMES	14,351.85

SEES TREES AND EXCAVATION INC	6,346.22
SESAC	343.00
SHANE-KULMER, SEAN P.	240.00
SHARAM FAMILY	3,484.30
SHELTON, CINDY	34.72
SHRED-IT	701.92
SIGN UP, SIGN CO, INC	295.65
SIMPSON, ARTHUR	150.00
SKAGIT GARDENS	1,318.20
SMITH, BRENT	68.32
SNOHOMISH COUNTY	9,024.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	9,761.31
SNOHOMISH COUNTY TREASURER/ SHERIFF	44,513.99
SOUND CITIES ASSOC	11,850.97
SOUND EMPLOYMENT SOLUTIONS, INC.	5,557.36
SOUND LAW CENTER	4,102.00
SOUND PUBLISHING, INC.	7,449.24
SPERRY, LAURIE	63.84
SPOT HOT DOG & BRATS	263.00
ST EDWARD STATE PARK	8,454.34
ST OF WA DEPT OF FISH & WILDLIFE	68,258.71
STATE OF FLORIDA DISBURSEMENT UNIT	6,875.00
STATE OF WA DEPT. OF LICENSING	30.00
STEWART MACNICHOLS HARMELL, INC.	58,000.00
STRIPE RITE, INC.	34,000.00
SUSSMAN/PREJZA & CO, INC	2,455.75
TACOMA SCREW PRODUCTS, INC.	88.37
TELESYSTEMS WEST	2,304.99
TELGE, CHRIS & BARBARA	75.55
THE EASTMAN COMPANY	1,100.00
THE KIPLINGER LETTER	99.00
TIMEMARK INCORPORATED	111.58
TITAN OUTDOOR, LLC	1,505.95
TOPIA TECHNOLOGY/ BIS	8,220.00
TOTAL LANDSCAPE CORP	70,762.32
TOWNE CENTRE HARDWARE	2,937.19
TRAILER BOSS	2,933.81
TRANE U.S. INC.	26,690.67
TRINITY CONTRACTORS, INC.	148,658.19
TWO BROTHERS' TREES	191.63
UNITED RENTALS NW, INC	9,287.18
UNITED STATES POSTMASTER	8,155.92
UNITED WAY OF KING COUNTY	5,888.00
UNIVERSAL FIELD SERVICES	12,087.52
UPS STORE	830.96
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	12,336.03
UTILITIES UNDERGROUND LOCATION CTR	1,562.19
V2WORKS	2,372.50

VALUE DRIVEN LLC	7,200.00
VAN NESS, ALLAN	2,440.08
VERIZON WIRELESS	11,706.85
VERTICAL VISUAL SOLUTIONS INC.	24,745.03
VOLGISTICS, INC	186.00
W.S.S.O. Advanced Training	250.00
WA ASSOC OF BUILDING OFFICIALS	745.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	330.00
WA CITIES INSURANCE AUTHORITY	186,543.00
WA FINANCE OFFICERS ASSOCIATION	475.00
WA GUARANTEED EDUCATION TUITION	1,200.00
WA STATE CONSOLIDATED TECH SVCS	1,925.00
WA STATE DEPT OF LABOR & INDUSTRIES	125.30
WA STATE DEPT OF TRANSPORTATION	38,216.06
WA TRUST FOR HISTORIC PRESERVATION	100.00
WA WILDLIFE & RECREATION COALITION	125.00
WAGE WORKS	600.00
WAGGONER, RYAN	100.00
WALL, JOHN	1,792.84
WANG, YU SHENG & HUI KUAN	8,850.00
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF REVENUE	78.54
WASHINGTON STATE O.M.W.B.E.	100.00
WASHINGTON STATE PATROL	2,536.68
WASHINGTON TOURISM ALLIANCE	500.00
WASHINGTON WOMEN OF CROSS	400.00
WEIGEL, JON	83.85
WEISBAND, BARRY	21,258.74
WELLS FARGO FINANCIAL	12,998.59
WELWEST CONSTRUCTION INC.	92,492.52
WEST, ELI	1,750.00
WESTERBECK ARCHITECTURE LLC	704.47
WETLANDS & WOODLANDS INC	782.38
WIESE ENTERPRISES, INC.	1,220.34
WILDCLIFFE MANOR, LLC	7,956.00
WINDOW CLEANING & MORE	2,400.00
WINTERBOURNE LANDSCAPE	1,626.09
WIRELESS MARKETING	178.50
WONDERLAND DEVELOPMENT	9,000.00
ZHANG, LIJUAN	206.00
ZONAR SYSTEMS	525.33
ZORNES, GARY	1,668.19
ZUMAR	3,283.50

16,208,324.78



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Integra Franchise Agreement Proposed Council Action/Motion: Adopt Ordinance 15-0394 granting Electric Lightwave, Inc., doing business as Integra, a franchise agreement to install and maintain a telecommunication system within the City owned right-of-way.	For Council Meeting Agenda of: February 9, 2015 Department: Public Works Prepared by: Jennifer Gordon, PW Ops Mgr. JTG 1/30/15 <u>Initial & Date</u> Approved by Department Head: KMO 1/30/15 Approved by City Attorney: D.R. via email 1/30/15 Approved by Finance Director: Jmg 1/30/15 Approved by City Manager: [Signature] Exhibits/Attachments: Ordinance 15-0394 (with highlighted changes)
Expenditure Required \$0 Amount Budgeted \$0 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> Integra is one of the largest facilities-based providers of communication and networking services in the western United States. Their mission is to enable businesses with advanced networking, communications, and technology solutions to foster growth, innovation and success. Integra connects businesses of all sizes including services to enterprises (healthcare, professional services, financial, high tech, engineering), small and mid-sized businesses, government agencies (federal, state and county government, federal system integrators, research and higher education, K-12 and school districts), and wholesale customers (traditional carriers, wireless providers, resellers, data centers, content providers). Kenmore Washington is within Integra's service area and the Ordinance will enable the expansion of fiber optic and broadband communication services to customers, by extending fiber cable to requested customer locations. Electric Lightwave, Inc. (Integra) previously had a franchise agreement with King County that was transferred to the City of Kenmore upon incorporation within Ord. 98-0030. This franchise agreement expired in February of 2002. Franchise Agreement Highlights: • The franchise term is for a period of ten (10) years, with up to two (2) ten (10) year extensions. • If the franchisee fails to comply with the provisions of the franchise, the City may serve upon the franchisee a written order to comply within thirty (30) days. If the franchisee is not in compliance with the franchise after the thirty (30) day period, the City may, by ordinance, declare an immediate termination of the franchise. • Whenever the City undertakes the construction of any public works improvement project that necessitates the relocation of the Franchisee's existing facilities within the Franchise Area the City shall	

provide the Franchisee with a written notice no later than ninety (90) days prior to the City's commencement of activities. The Franchisee shall relocate such facilities within the Franchise Area within ten (10) days of the start of the City project at no charge to the City.

- The Franchisee will comply with the City's lawful policies and regulations concerning the undergrounding of facilities within the Franchise Area to the extent such policies and regulations apply to the Franchise.
- The Franchisee shall apply for all necessary City permits and authorizations to do such work.
- Clarification language was added to three sections since the January 12th meeting:

Added to Section 9. Undergrounding of Facilities. "Franchisee shall pay the costs of such undergrounding, when undergrounding of Facilities are required for a City project, in the manner forth in Section 8 of this Franchise".

Added to Section 17. Insurance. "Franchisee shall require all subcontractors to have the following insurance: \$1,000,000 in commercial general liability to include products/completed operations coverage with aggregate limit of at least \$1,000,000, \$1,000,000 in automobile, workers compensation, as required by state and federal statute, and stop-gap coverage with limit of at least \$1,000,000M and shall provide the City with proof of such insurance prior to working in the Franchise Area. The City of Kenmore is to be named as an additional insured on the commercial general liability policy."

Added to Section 19 C. Excavations. "and Franchisee shall provide full width overlay for any work in such improved right-of-way".

State law requires the City Council to consider the franchise at two public meetings prior to adoption; a presentation was made to Council at the January 12, 2015 Council meeting.

FISCAL CONSIDERATION:

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

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0394

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

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

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

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

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

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

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

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

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

Section 2. Finding of Public Interest. The City Council hereby finds that the Non-Exclusive Telecommunications Franchise with Electric Lightwave, LLC dba

Integra Wholesale ("Franchisee" or "ELI"), attached hereto as Exhibit A, and herein incorporated by reference as if set forth in full, is in the public interest.

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

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

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

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

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 15-0394

EXHIBIT A TO ORDINANCE 15-0394

**NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE
WITH ELECTRIC LIGHTWAVE, LLC DBA INTEGRA WHOLESALE _____**

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

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

Section 2. Definitions.

- A. "Franchisee" means Electric Lightwave, LLC dba Integra Wholesale (or "ELI"), and its heirs, successors and assigns.
- B. "City" means the City of Kenmore, a municipal corporation of the State of Washington.
- C. "Franchise Area" means: any, every and all of the public roads, streets, avenues, alleys, highways, grounds and rights-of-way of the City as now laid out, platted, dedicated or improved; and any, every and all public roads, streets, avenues, alleys, highways, grounds, and rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended; provided, the Franchisee Area shall not include or convey any right to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area.
- D. "Facilities" means Franchisee's wires, lines, conduits, cables, communication and signal lines, vaults and all necessary or convenient facilities and appurtenances, located in, upon, above or under the Franchise Area. Franchisee shall provide the City with plans depicting all Facilities that are planned to be constructed and maintained pursuant to this Franchise.
- E. "Ordinance" means Ordinance No. 2015-____, which authorized and granted this Franchise.

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

- A. Construct, connect and install Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, above, under, along, across, and through the Franchise Area for purposes of providing telecommunication (fiber optic) services ("Telecommunication Services"); and
- B. Charge and collect tolls, rates and compensation for such Telecommunication Services and such uses as authorized by the Federal Communications Commission (FCC) and/or the Washington Utilities and Transportation Commission (WUTC).
- C. Nothing in this Franchise shall be deemed to grant, convey, create or vest a real property interest in land to or in Franchisee, including any fee or leasehold interest or easement rights.

Section 4. Use — Maintenance of Facilities in Franchise.

- A. Franchisee is creating a fiber optic system, consisting partially of Facilities within the City. Franchisee may locate its Facilities anywhere in the Franchise Area consistent with the City's regulations and subject to applicable permit requirements. Franchisee will not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area.
- B. Franchisee's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as to provide for safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City. Priority shall be given to use of those rights-of-way in the Franchise Area where construction of the Facilities can be coordinated with other City and private construction activities, will least impact the existing condition of the Franchise Area, will least impact traffic during construction, and will least impact adjacent neighborhoods during construction and after installation.
- C. Whenever it shall be necessary for Franchisee to engage in any work within the Franchise Area, Franchisee shall apply for all necessary City permits and authorizations to do such work, and shall, except where expressly provided otherwise herein, comply with all requirements and conditions of this Franchise and such permits and authorizations, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition prior to such work, or as otherwise required by the Public Works Department and/or Community Development Department as a condition of the permit(s). Such permits and authorizations shall also be subject to any other applicable City ordinances, resolutions, codes, policies, and standards.

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

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

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

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

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

Section 8. Relocation of Facilities.

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

1. Provide Franchisee written notice requesting such relocation no later than ninety (90) days prior to the City's commencement of activities requiring such relocation; and
2. Provide Franchisee with copies of pertinent portions of the City's plans and specifications for such public works improvement.

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

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

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

2. Indemnify and hold Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Franchisee's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Franchisee's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Franchisee's Facilities.
- C. Any condition or requirement imposed by the City upon any person or entity, other than Franchise (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Franchisee's Facilities within the Franchise Area shall be a required relocation for the purposes of Paragraph B of this section.
 - D. Nothing in this Section 8 "Relocating of Facilities" shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Facilities then existing under benefit of easement or other recorded rights or licenses and not within the Franchise Area.
 - E. Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Franchisee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Franchisee shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Franchisee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 9. Undergrounding of Facilities. Franchisee acknowledges that the City's policy requires the undergrounding of Facilities within the Franchise Area. Franchisee shall comply with the City's lawful policies and regulations concerning the undergrounding of Facilities within the Franchise Area to the extent such policies and regulations apply to Franchisee and its Facilities. **Franchisee shall pay the costs of such undergrounding, when undergrounding of Facilities are required for a City project, in the manner forth in Section 8 of this Franchise.**

Section 10. Reimbursement of Costs.

- A. Pursuant to RCW 35.21.860, Franchisee shall reimburse and pay to the City the amount of actual administrative expenses incurred by the City which are directly related to the receipt, drafting, processing and approval of this Franchise, all permit(s) and license(s), to inspecting plans and construction, and to the preparation of documents and statements prepared pursuant to Chapter 43.21C of the RCW, including but not limited to consultants, City Staff and City Attorney's Office. As such expenses are incurred by the City, the City shall submit to Franchisee statements/billings for such expenses. Franchisee shall make payment to the City in reimbursement of such expenses within thirty (30) days of the receipt of such statements/billings. In the event of non-payment thereafter, Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred in collecting such amount.
- B. No permits shall be issued for the installation of the Facilities authorized by this Franchise until such time as the City has received reimbursement and payment for its administrative expenses.
- C. In addition to the above, the Franchisee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving Franchisee's Facilities.

Section 11. Reservation of Rights.

- A. Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865. This Franchisee is premised upon the City and Franchisee's understanding that the activities proposed by the Franchisee constitute a "telephone business." As such, the rights granted under this Franchise are not conditioned upon payment of compensation in addition to reimbursement of administrative expenses as set forth in Section 10. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein.
- B. The City hereby reserves its right to impose a franchise fee or tax on Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, if Franchisee's operations are not those of a telephone business as defined in RCW 82.04.065, if a court of jurisdiction determines that such fees are permissible, or if statutory and regulatory prohibitions on the imposition of such fees are removed. The City also reserves its right to require that Franchisee obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate Franchisee's operations, as allowed under applicable law.

Section 12. Indemnification.

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

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

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

Franchisee shall not be liable for such settlement of other compromise unless it has consented thereto.

- D. In the event Franchisee refuses the tender of defense in any suit or any Claims, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been wrongful refusal on the part of Franchisee, then if Franchisee does not immediately tender defense, Franchisee shall pay all of the City's reasonable costs for defense of the action, including, if incurred, all reasonable expert witness fees, costs, and reasonable attorneys' fees, and the reasonable costs of the City and reasonable attorneys' fees of recovering under this indemnification Subsection.
- E. The provisions of this Section, however, are not to be construed to require the Franchisee to hold harmless, defend or indemnify the City as to any Claims which arises out of the negligence, willful misconduct or criminal acts of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.
- F. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the public rights-of-way and upon City-owned property from activities conducted by the City, except to the extent any such damage or destruction is caused by or arises from any negligent, willful, malicious or criminal actions, or omissions on the part of the City. Franchisee further agrees to indemnify, hold harmless and defend the City against all Claims, including but not limited to business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful, malicious or criminal actions, or omissions on the part of the City.
- G. This section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Termination.

- A. If Franchisee shall fail to comply with the provisions of this Franchise, the City may serve upon Franchisee a written order to so comply within thirty (30) days from the date such order is received by Franchisee. If Franchisee is not in compliance with this Franchise after expiration of the thirty (30) day period, the City may, by ordinance, declare an immediate termination of this Franchise, provided however, if any failure to comply with this Franchise by Franchisee

cannot be corrected with due diligence within the thirty (30) day period (Franchisee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then Franchisee may apply to the City for an extension of time within which Franchisee may so comply, the City's approval of any extension of time applied for by Franchisee not to be unreasonably withheld.

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

Section 14. Nonexclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not, in any manner, prohibit or prevent the City from granting other and further franchises over, upon, and along the Franchise Area. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City or any of its powers, rights or privileges over the same or any part thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Types and limits of insurance required:

1. Commercial General Liability
 \$2,000,000 combined Single Limit Bodily Injury and Property Damage
 Employees and Volunteers as Additional Insured
 Premises and operations
 Broad form property damage including underground, explosion and collapse hazard (XCU)
 Products completed operations (through guaranty period)
 Contractual Liability
 Subcontractors
 Personal Injury and Advertising Injury
 Employers liability (Stop gap)
2. Automobile Liability
 \$1,000,000 per accident bodily injury and property damages liability, covering any owned automobile, hired automobiles, non-owned automobile

3. Umbrella Liability
\$2,000,000 per occurrence
\$2,000,000 aggregate
4. Professional Liability
\$1,000,000 per claim and \$1,000,000 policy aggregate limit for all professional employed or retained by Franchisee to perform services under this Franchise.

Franchisee shall require all subcontractors to have the following insurance: \$1,000,000 in commercial general liability to include products/completed operations coverage with aggregate limit of at least \$1,000,000, \$1,000,000 in automobile, workers compensation, as required by state and federal statute, and stop-gap coverage with limit of at least \$1,000,000M and shall provide the City with proof of such insurance prior to working in the Franchise Area.” The City of Kenmore is to be named as an additional insured on the commercial general liability policy.

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

Section 19. Excavations.

- A. During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.
- B. Franchisee and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. Franchisee and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities with the Franchise Area.

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

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

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

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

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

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

- A. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the City Manager or his/her designee may direct Franchisee, at its sole cost, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time.
- B. In the event Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, adjacent streets, street utilities, public property or maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this franchise.

Section 21. Attorneys' Fees. In the event that either party commences litigation or arbitration proceedings against the other party relating to the performance

or alleged breach of this Franchise, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees incurred, relating to such litigation, including those incurred in the event of any appeal.

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

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

Section 24. Security Device to Insure Performance.

- A. Franchisee shall, within ten (10) days after its acceptance of this Franchise, file with the City and at all times thereafter maintain in full force and effect a security device (such as a bond, letter of credit, or other security) in a manner and form acceptable to the City, effective for a two (2) year period, with automatic renewals, throughout the term of this Franchise.
- B. The security device shall be submitted to the City prior to issuance of any right-of-way permits relating to the Facilities, and shall be a condition of such permit approval.
- C. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and surety of such security device any damages suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of facilities hereinabove described, up to the full amount of the said bond, said condition to be a continuing obligation for the duration of this Franchise and thereafter until Franchisee has discharged all of its obligations within the City which may have arisen from the acceptance of such Franchise by Franchisee or from its exercise of any such privilege herein granted.
- D. The security device filed in accordance with the requirement of this section shall be in the amount of One Hundred Thousand Dollars and No/100 (\$100,000.00). In the event of substantial change in volume of street space occupied by Franchisee's Facilities, the City may require a corresponding change in the

amount of such security device. If the amount of the security device is depleted below \$100,000.00 for any reason, then Franchisee shall restore it to the full amount required herein within thirty (30) days of such depletion.

Section 25. Miscellaneous.

- A. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation of construction of the provisions of such sections or paragraphs.
- B. Franchisee agrees, as a condition of the granting of this Franchise, that it shall comply with all applicable laws of the State of Washington, and shall pay, in a timely manner, all taxes, fees and costs legally imposed on Franchisee in connection with the activities, properties, and operations of the Franchise.

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

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

City of Kenmore
Attn: City Manager
18120 68th Avenue NE
Kenmore, WA 98028

ELI _____
Attn: _____

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

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

CITY OF KENMORE

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

STATEMENT OF ACCEPTANCE

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

Electric Lightwave, LLC dba Integra Wholesale

By: _____

Its: _____

Title: _____

Dated: _____

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

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

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

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of
Washington

Commission Expires: _____



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

Subject/Topic: Public Hearing on amendments to Municipal Code Chapter 18.110, Development Agreements, and consideration of proposed Ordinance 15-0395 Proposed Council Action/Motion: Conduct a public hearing on proposed Municipal Code amendments. After deliberation, adopt Ordinance 15-0395 to amend Chapter 18.110, Development Agreements, of the Kenmore Municipal Code.	For Council Meeting Agenda of: 2/9/15 Department: Community Development Prepared by: Debbie Bent, Director <table style="width: 100%;"> <tr> <td style="width: 70%;">Approved by Department Head:</td> <td style="width: 30%; text-align: right;"><u>Initial & Date</u> <u>LWA GMD 4/15/15</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;"><u>email, 4/16/15</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;"><u>[Signature] 4/16/15</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;"><u>[Signature]</u></td> </tr> </table> Exhibits/Attachments: 1. Proposed Ordinance 15-0395	Approved by Department Head:	<u>Initial & Date</u> <u>LWA GMD 4/15/15</u>	Approved by City Attorney:	<u>email, 4/16/15</u>	Approved by Finance Director:	<u>[Signature] 4/16/15</u>	Approved by City Manager:	<u>[Signature]</u>
Approved by Department Head:	<u>Initial & Date</u> <u>LWA GMD 4/15/15</u>								
Approved by City Attorney:	<u>email, 4/16/15</u>								
Approved by Finance Director:	<u>[Signature] 4/16/15</u>								
Approved by City Manager:	<u>[Signature]</u>								
<table style="width: 100%;"> <tr> <td style="width: 33%;">Expenditure Required \$0</td> <td style="width: 33%;">Amount Budgeted \$0</td> <td style="width: 33%;">Appropriation Required \$0</td> </tr> </table>		Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0					
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0							
<u>INFORMATION/BACKGROUND:</u> On December 15, 2014, the City Council requested amendments to Chapter 18.110 of the Kenmore Municipal Code (Development Agreements) making a supermajority vote of the City Council a requirement of any approval, modification, or disapproval of a development agreement. Presently, a majority vote plus one of the whole City Council is required only when considering deviations from uses, residential densities, floor area ratio limitations, and/or maximum structure height. The proposed ordinance would make this change to require a supermajority vote on all development agreements. A public hearing will be held at your February 9, 2015 meeting to obtain community input on this proposal. A development agreement is a legislative tool used to negotiate conditions for development between a property owner and the city. Development agreements are generally used for significant projects meriting special attention and input by the Council. Development agreements have the ability to modify existing development standards in the Municipal Code, unless modifications to those standards are specifically prohibited. Development agreements must, however, be consistent with the Comprehensive Plan. As proposed, any code modifications also must be offset by the provision of equivalent public benefits. Any property owner in a zone allowing development agreements may request that the City Council consider a development agreement. The decision about whether or not to pursue a development agreement for any property rests exclusively with the City Council.									
<u>FISCAL CONSIDERATION:</u> None.									
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Goal 2. To continue to implement the Economic Development Plan.									

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0395

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING CHAPTER 18.110 OF THE KENMORE MUNICIPAL CODE TO REQUIRE A VOTE OF THE MAJORITY PLUS ONE OF THE WHOLE CITY COUNCIL TO APPROVE, MODIFY OR DISAPPROVE A DEVELOPMENT AGREEMENT, AND FIXING AN EFFECTIVE DATE.

WHEREAS, RCW 36.70B.170 authorizes the City to enter into development agreements with persons having ownership or control of real property; and

WHEREAS, the current rules require a vote of a majority plus one of the whole City Council to approve, disapprove, or modify a development agreement only in cases when deviations from uses, residential densities, floor area ratio limitations, or maximum structure height are requested; and

WHEREAS, the City Council wishes to make the supermajority vote of the City Council applicable to all development agreement decisions, not just those requesting deviations from uses, residential densities, floor area ratio limitations, and/or maximum structure height; and

WHEREAS, the proposed revisions are categorically exempt under the State Environmental Policy Act (SEPA); and

WHEREAS, on February 9, 2015 the City Council held a public hearing to receive input from the community on the proposed revisions;

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

Section 1. Amendment. Kenmore Municipal Code Chapter 18.110, entitled Development Agreements, is hereby amended as set forth in Attachment A, attached hereto and incorporated herein by reference.

Section 2. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

Chapter 18.110 DEVELOPMENT AGREEMENTS

Sections:

- [18.110.010](#) Authority.
- [18.110.020](#) General provisions.
- [18.110.030](#) Development standards – Flexibility.
- [18.110.040](#) Enforceability.
- [18.110.050](#) Processing procedure.
- [18.110.060](#) Status, recording and amendment of development agreement.

18.110.010 Authority.

The *City* may consider and enter into a *development agreement* with the owners of real property within the *City*, or with persons having control of real property within the *City* if the owners of such real property execute an authorization for such real property to be subject to and bound by the *development agreement*. In this chapter, the term “owner” shall include both the owner of such real property and such person having control of such property. Per RCW 36.70B.170, the execution of a *development agreement* is a proper exercise of *City* police power and contract authority. A *development agreement* must set forth the development standards and other provisions that shall apply to and govern and vest the *development, use* and mitigation of the development of the real property for the duration specified in the agreement. The decision of the city council to approve or reject a request for a *development agreement* is a proper exercise of police power and contract authority and shall be a discretionary, legislative act.

18.110.020 General provisions.

A. In this chapter, the term “*development regulations*” shall have the meaning set forth in KMC [19.10.070](#).

B. A *development agreement* shall be consistent with the applicable policies and goals of the *City's* comprehensive plan.

C. Any departure requested by the *owner* from the development standards of this code through a *development agreement* shall be offset by the *owner's* provision of a benefit to the *City* of equal or greater value relative to the departure requested, as determined by the *City*.

1. Equivalent value need not be measured monetarily and the proposed benefit need not be of the same type as the existing development standard requirement. For example, the benefit of a public open space dedication may be considered against the benefit of a required street improvement.

2. In considering equivalency for the P-suffix and special district overlay regulations, the scope and scale of the proposed development shall be considered. The P-suffix and special district overlay regulations were applied as mitigation for a major mixed use development and they may be modified or eliminated through the development agreement process.

In no case shall a departure from the development standards be granted if no equivalent benefit to the *City* is provided.

D. A *development agreement* may be proposed and approved only for properties in the downtown commercial (DC), regional business (RB), waterfront commercial (WC), urban corridor (UC), downtown residential (DR), community business (CB), neighborhood business (NB), public and semi-public (PSP), parks (P) and golf course (GC) zones.

E. A *development agreement* does not supplant any other required land use decision per KMC 19.25.020, including but not limited to a rezone, a shoreline permit, a site plan review, or an environmental review under Chapter 19.35 KMC. Such land use decisions shall be reviewed in conjunction with the *development agreement*.

F. As applicable, the *development agreement* must specify the following:

1. Project components which define and detail the permitted *uses*, residential densities, nonresidential densities and intensities or building sizes;
2. Design standards such as architectural treatment, maximum heights, *setbacks*, *landscaping*, drainage and water quality requirements and other development features;
3. Parking;
4. Provisions for affordable housing, if applicable;
5. *Parks* and common *open space* preservation;
6. Amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property *owner*, inspection fees or dedications;
7. Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;
8. Phasing;
9. Build-out or vesting periods for applicable standards; and
10. Other appropriate development requirements or procedures which are based upon a *City* policy, rule, regulation or standard.

G. A *development agreement* may obligate a party to dedicate land or easements, or fund or provide services, infrastructure or other facilities.

H. Subsequently adopted development standards which differ from those of an approved *development agreement* shall apply to the property subject to the *development agreement* only where necessary to address a serious threat to public health and safety. Subsequently adopted development standards which differ from those of an approved *development agreement* also shall apply following expiration of any phase or time period specified in the *development agreement* during which identified standards cannot be modified.

18.110.030 Development standards – Flexibility.

A. A *development agreement* shall be consistent with applicable development regulations to the fullest extent possible. Provided, however, a *development agreement* may allow for development standards that are different from those standards otherwise imposed under this code in order to provide flexibility to achieve public benefits, respond to changing community needs, or authorize modifications which provide the functional equivalent or adequately achieve the purposes of otherwise applicable development standards.

B. A *development agreement* cannot authorize deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height—whether required by zoning district provisions, property-specific development standards, or special district overlay requirements—unless the city council approves the deviation by a vote of a majority plus one of the whole city council after a minimum of two public hearings on the agreement.

C. A *development agreement* cannot authorize deviations from the following development standards:

1. KMC Title [15](#), Buildings and Construction;
2. KMC Title [16](#), Environment;
3. Chapter [18.55](#) KMC, Critical Areas; and
4. Chapter [13.35](#) KMC, Surface Water Runoff Policy, and Chapter [13.45](#) KMC, Water Quality.

D. Any approved development standards that differ from those in this code shall not require any further *variance* from development standards or *use* permit apart from *development agreement* approval. The development standards as approved through a *development agreement* shall apply to and govern the development of the property subject to the *development agreement* in lieu of any conflicting or different standards or requirements elsewhere in this code.

18.110.040 Enforceability.

The *development agreement* shall be binding on the parties and their successors. Unless amended or terminated by agreement of both parties to a *development agreement*, the agreement is enforceable during its term by a party to the agreement. Except as provided in KMC [18.110.020](#)(H), a *development agreement* and the development standards in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement. The *development agreement* shall

not be subject to an amendment to a *development regulation* or a new *development regulation* adopted after the effective date of the agreement, except as provided in KMC [18.110.020\(H\)](#). Applications for building permits and other permits subject to KMC Title [15](#), Buildings and Construction, shall be considered under the provisions of KMC Title [15](#) that are in effect at the time of submittal of a valid and fully complete application. Any land use decision issued by the *City* pertaining to the property subject to the *development agreement* after the execution of the *development agreement* must be consistent with the agreement.

18.110.050 Processing procedure.

A. An application for a *development agreement* shall be filed by the *owner* of real property within the *City* on forms provided by the *department*. An application shall be accompanied by an application fee pursuant to the *City's* current fee schedule and a signed agreement on forms provided by the *department* to reimburse the *City* for fees of the city attorney pursuant to the *City's* current agreement with the city attorney. The *development agreement* may provide for assignment of a portion of the application fee to other permit fees if a *development agreement* is ultimately approved by the city council.

B. The city council shall make a threshold decision on each application for a *development agreement* at a regular meeting of the city council. If a majority of the whole council approves further review of the *development agreement*, the agreement shall be processed as described in this section.

C. Before voting on a proposed *development agreement*, the city council shall hold a public hearing on the *development agreement*. Consistent with KMC [18.110.030\(B\)](#), two public hearings shall be held on the *development agreement* if deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height—whether required by zoning district provisions, property-specific development standards, or special district overlay requirements—are requested. The city council shall approve, disapprove or modify a *development agreement* by ordinance, **adopted by the vote of a majority plus one of the whole city council. The ordinance, which if approved or modified by the city council, shall authorize the city manager to execute the development agreement on behalf of the City.** Approval of a *development agreement* requesting deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height—whether required by zoning district provisions, property-specific development standards, or special district overlay requirements—requires the vote of a majority plus one of the whole city council.

D. The *city manager* shall prepare a recommendation to the city council on a proposed *development agreement*. The *city manager* shall provide the recommendation to the city council, and make it available to the public, at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

E. If a *development agreement* is associated with a Type V land use decision such as a comprehensive plan amendment, the *development agreement* shall be processed concurrently with the Type V land use decision. A recommendation of the planning commission to the city council on the Type V land use

decision shall be issued at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

F. If the *owner* files an application for a Type 2, 3 or 4 land use decision or a Type 1 land use decision subject to SEPA, the *City* shall review and process the application concurrently with the *development agreement*, and the *owner* shall sign a written waiver of the deadline for issuance of the final land use decision. A final decision of the *city manager* or *hearing examiner* on such types of land use decisions shall become effective on the date that the city council passes the ordinance for the *development agreement*. The period for appealing such final decision shall commence on the date that the city council passes such ordinance. A recommendation of the *city manager* or *hearing examiner* to the city council on such types of land use decisions shall be issued at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

G. The *City* shall give notice of the meeting at which the city council considers a proposed *development agreement*, or amendment thereto, and of the public hearing(s) on the proposed *development agreement*, or amendment thereto, as follows:

1. Not less than 10 calendar days prior to the public hearing date, a notice of the public hearing shall be sent to property owners within 1,000 feet of the property subject to the *development agreement* and to others who have submitted comments and/or requested notice.
2. Notice of the public hearing shall be posted on the property subject to the *development agreement* not less than 10 calendar days prior to the hearing date. Notice shall be posted in the manner required by KMC 19.25.065.
3. Notice of the city council meeting and public hearing shall be published in the *City's* official newspaper not less than 10 calendar days prior to the meeting or hearing date.
4. All costs associated with the public notice shall be borne by the *owner*.
5. All notices shall state that the *city manager's* recommendation on the proposed *development agreement* is available for review at the front desk of City Hall and on the *City's* website.

H. Any subsequent land use decisions shall be reviewed for compliance with the terms of the *development agreement* and any associated land use decisions.

18.110.060 Status, recording and amendment of development agreement.

A. *Development agreements* are not "project permit applications" as defined in RCW 36.70B.020(4). Therefore, there is no deadline for processing a *development agreement*.

B. The city attorney shall review and approve a proposed *development agreement* as to form at least 30 calendar days prior to the public hearing on the *development agreement*. The *owner* shall sign the *development agreement* before the public hearing on the *development agreement*. If a person or

corporation has a “substantial beneficial interest in the property” as specifically described below, the *owner* shall submit to the *city manager* with the request for *development agreement* a document stating that such person or corporation concurs in the request and will not object to, contest or appeal any terms and conditions of the approved *development agreement*. A person or corporation having a “substantial beneficial interest in the property” shall include easement holders, lessees with a lease of one year or more, and persons or corporations with a recorded deed of trust or mortgage on the real property subject to the *development agreement*. The *city manager* shall have the authority to determine whether other persons or corporations with an interest in the real property subject to the *development agreement* have a “substantial beneficial interest in the property.” Within 20 calendar days of receiving written notice that the *city manager* has determined that other persons or corporations have a “substantial beneficial interest in the property,” the *owner* shall submit to the *city manager* the document described above for each such person or corporation.

C. The term of *development agreements* and extensions thereof shall be as follows:

1. *Development agreements* may be approved for a maximum period of 20 years.
2. In determining the appropriate term for a *development agreement*, the city council should consider the type, size and location of *development* and phasing if proposed. The city council may consider shorter terms with extensions.
3. If extensions are authorized in a *development agreement*, the *owner* must request the extension at least 90 calendar days prior to expiration of the term or any extension. For *development agreements* associated with land use decisions, the *city manager* may grant an extension for up to five years if the *owner* can satisfactorily show that, for a residential project, at least 50 percent of the residential units are constructed, or for nonresidential and mixed use projects, at least 50 percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the city council, unless another process is expressly provided for in the *development agreement*.

D. The City shall record an approved *development agreement* with the King County recorder’s office, at the cost of the *owner*.

E. The *owner* may request an amendment to a *development agreement*. Before voting on the amendment, the city council shall hold a public hearing. The city council shall approve, disapprove or modify an amendment by ordinance, adopted by the vote of a majority plus one of the whole city council. The ordinance, which if approved or modified by the city council, shall authorize the *city manager* to execute the amendment on behalf of the City. The city council shall not approve or modify an amendment unless it is consistent with any associated land use decisions and approved modifications thereto.



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

Subject/Topic: Public Hearing on amendments to Municipal Code Chapter 18.110, Development Agreements, and consideration of proposed Ordinance 15-0395 Proposed Council Action/Motion: Conduct a public hearing on proposed Municipal Code amendments. After deliberation, adopt Ordinance 15-0395 to amend Chapter 18.110, Development Agreements, of the Kenmore Municipal Code.	For Council Meeting Agenda of: 2/9/15 Department: Community Development Prepared by: Debbie Bent, Director <table style="width: 100%;"> <tr> <td style="width: 70%;">Approved by Department Head:</td> <td style="width: 30%; text-align: right;"><u>Initial & Date</u> <u>LWA GMD 4/15/15</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;"><u>email, 4/16/15</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;"><u>[Signature] 4/16/15</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;"><u>[Signature]</u></td> </tr> </table> Exhibits/Attachments: 1. Proposed Ordinance 15-0395	Approved by Department Head:	<u>Initial & Date</u> <u>LWA GMD 4/15/15</u>	Approved by City Attorney:	<u>email, 4/16/15</u>	Approved by Finance Director:	<u>[Signature] 4/16/15</u>	Approved by City Manager:	<u>[Signature]</u>
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Approved by City Manager:	<u>[Signature]</u>								
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0							
<u>INFORMATION/BACKGROUND:</u> On December 15, 2014, the City Council requested amendments to Chapter 18.110 of the Kenmore Municipal Code (Development Agreements) making a supermajority vote of the City Council a requirement of any approval, modification, or disapproval of a development agreement. Presently, a majority vote plus one of the whole City Council is required only when considering deviations from uses, residential densities, floor area ratio limitations, and/or maximum structure height. The proposed ordinance would make this change to require a supermajority vote on all development agreements. A public hearing will be held at your February 9, 2015 meeting to obtain community input on this proposal. A development agreement is a legislative tool used to negotiate conditions for development between a property owner and the city. Development agreements are generally used for significant projects meriting special attention and input by the Council. Development agreements have the ability to modify existing development standards in the Municipal Code, unless modifications to those standards are specifically prohibited. Development agreements must, however, be consistent with the Comprehensive Plan. As proposed, any code modifications also must be offset by the provision of equivalent public benefits. Any property owner in a zone allowing development agreements may request that the City Council consider a development agreement. The decision about whether or not to pursue a development agreement for any property rests exclusively with the City Council.									
<u>FISCAL CONSIDERATION:</u> None.									
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Goal 2. To continue to implement the Economic Development Plan.									

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0395

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, AMENDING CHAPTER 18.110 OF THE
KENMORE MUNICIPAL CODE TO REQUIRE A VOTE OF
THE MAJORITY PLUS ONE OF THE WHOLE CITY
COUNCIL TO APPROVE, MODIFY OR DISAPPROVE A
DEVELOPMENT AGREEMENT, AND FIXING AN
EFFECTIVE DATE.**

WHEREAS, RCW 36.70B.170 authorizes the City to enter into development agreements with persons having ownership or control of real property; and

WHEREAS, the current rules require a vote of a majority plus one of the whole City Council to approve, disapprove, or modify a development agreement only in cases when deviations from uses, residential densities, floor area ratio limitations, or maximum structure height are requested; and

WHEREAS, the City Council wishes to make the supermajority vote of the City Council applicable to all development agreement decisions, not just those requesting deviations from uses, residential densities, floor area ratio limitations, and/or maximum structure height; and

WHEREAS, the proposed revisions are categorically exempt under the State Environmental Policy Act (SEPA); and

WHEREAS, on February 9, 2015 the City Council held a public hearing to receive input from the community on the proposed revisions;

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

Section 1. Amendment. Kenmore Municipal Code Chapter 18.110, entitled Development Agreements, is hereby amended as set forth in Attachment A, attached hereto and incorporated herein by reference.

Section 2. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

Chapter 18.110 DEVELOPMENT AGREEMENTS

Sections:

- [18.110.010](#) Authority.
- [18.110.020](#) General provisions.
- [18.110.030](#) Development standards – Flexibility.
- [18.110.040](#) Enforceability.
- [18.110.050](#) Processing procedure.
- [18.110.060](#) Status, recording and amendment of development agreement.

18.110.010 Authority.

The *City* may consider and enter into a *development agreement* with the owners of real property within the *City*, or with persons having control of real property within the *City* if the owners of such real property execute an authorization for such real property to be subject to and bound by the *development agreement*. In this chapter, the term “owner” shall include both the owner of such real property and such person having control of such property. Per RCW 36.70B.170, the execution of a *development agreement* is a proper exercise of *City* police power and contract authority. A *development agreement* must set forth the development standards and other provisions that shall apply to and govern and vest the *development, use* and mitigation of the development of the real property for the duration specified in the agreement. The decision of the city council to approve or reject a request for a *development agreement* is a proper exercise of police power and contract authority and shall be a discretionary, legislative act.

18.110.020 General provisions.

A. In this chapter, the term “*development regulations*” shall have the meaning set forth in KMC [19.10.070](#).

B. A *development agreement* shall be consistent with the applicable policies and goals of the *City's* comprehensive plan.

C. Any departure requested by the *owner* from the development standards of this code through a *development agreement* shall be offset by the *owner's* provision of a benefit to the *City* of equal or greater value relative to the departure requested, as determined by the *City*.

1. Equivalent value need not be measured monetarily and the proposed benefit need not be of the same type as the existing development standard requirement. For example, the benefit of a public open space dedication may be considered against the benefit of a required street improvement.

2. In considering equivalency for the P-suffix and special district overlay regulations, the scope and scale of the proposed development shall be considered. The P-suffix and special district overlay regulations were applied as mitigation for a major mixed use development and they may be modified or eliminated through the development agreement process.

In no case shall a departure from the development standards be granted if no equivalent benefit to the *City* is provided.

D. A *development agreement* may be proposed and approved only for properties in the downtown commercial (DC), regional business (RB), waterfront commercial (WC), urban corridor (UC), downtown residential (DR), community business (CB), neighborhood business (NB), public and semi-public (PSP), parks (P) and golf course (GC) zones.

E. A *development agreement* does not supplant any other required land use decision per KMC 19.25.020, including but not limited to a rezone, a shoreline permit, a site plan review, or an environmental review under Chapter 19.35 KMC. Such land use decisions shall be reviewed in conjunction with the *development agreement*.

F. As applicable, the *development agreement* must specify the following:

1. Project components which define and detail the permitted *uses*, residential densities, nonresidential densities and intensities or building sizes;
2. Design standards such as architectural treatment, maximum heights, *setbacks*, *landscaping*, drainage and water quality requirements and other development features;
3. Parking;
4. Provisions for affordable housing, if applicable;
5. *Parks* and common *open space* preservation;
6. Amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property *owner*, inspection fees or dedications;
7. Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;
8. Phasing;
9. Build-out or vesting periods for applicable standards; and
10. Other appropriate development requirements or procedures which are based upon a *City* policy, rule, regulation or standard.

G. A *development agreement* may obligate a party to dedicate land or easements, or fund or provide services, infrastructure or other facilities.

H. Subsequently adopted development standards which differ from those of an approved *development agreement* shall apply to the property subject to the *development agreement* only where necessary to address a serious threat to public health and safety. Subsequently adopted development standards which differ from those of an approved *development agreement* also shall apply following expiration of any phase or time period specified in the *development agreement* during which identified standards cannot be modified.

18.110.030 Development standards – Flexibility.

A. A *development agreement* shall be consistent with applicable development regulations to the fullest extent possible. Provided, however, a *development agreement* may allow for development standards that are different from those standards otherwise imposed under this code in order to provide flexibility to achieve public benefits, respond to changing community needs, or authorize modifications which provide the functional equivalent or adequately achieve the purposes of otherwise applicable development standards.

B. A *development agreement* cannot authorize deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height—whether required by zoning district provisions, property-specific development standards, or special district overlay requirements—unless the city council approves the deviation by a vote of a majority plus one of the whole city council after a minimum of two public hearings on the agreement.

C. A *development agreement* cannot authorize deviations from the following development standards:

1. KMC Title [15](#), Buildings and Construction;
2. KMC Title [16](#), Environment;
3. Chapter [18.55](#) KMC, Critical Areas; and
4. Chapter [13.35](#) KMC, Surface Water Runoff Policy, and Chapter [13.45](#) KMC, Water Quality.

D. Any approved development standards that differ from those in this code shall not require any further *variance* from development standards or *use* permit apart from *development agreement* approval. The development standards as approved through a *development agreement* shall apply to and govern the development of the property subject to the *development agreement* in lieu of any conflicting or different standards or requirements elsewhere in this code.

18.110.040 Enforceability.

The *development agreement* shall be binding on the parties and their successors. Unless amended or terminated by agreement of both parties to a *development agreement*, the agreement is enforceable during its term by a party to the agreement. Except as provided in KMC [18.110.020](#)(H), a *development agreement* and the development standards in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement. The *development agreement* shall

not be subject to an amendment to a *development regulation* or a new *development regulation* adopted after the effective date of the agreement, except as provided in KMC [18.110.020\(H\)](#). Applications for building permits and other permits subject to KMC Title [15](#), Buildings and Construction, shall be considered under the provisions of KMC Title [15](#) that are in effect at the time of submittal of a valid and fully complete application. Any land use decision issued by the *City* pertaining to the property subject to the *development agreement* after the execution of the *development agreement* must be consistent with the agreement.

18.110.050 Processing procedure.

A. An application for a *development agreement* shall be filed by the *owner* of real property within the *City* on forms provided by the *department*. An application shall be accompanied by an application fee pursuant to the *City's* current fee schedule and a signed agreement on forms provided by the *department* to reimburse the *City* for fees of the city attorney pursuant to the *City's* current agreement with the city attorney. The *development agreement* may provide for assignment of a portion of the application fee to other permit fees if a *development agreement* is ultimately approved by the city council.

B. The city council shall make a threshold decision on each application for a *development agreement* at a regular meeting of the city council. If a majority of the whole council approves further review of the *development agreement*, the agreement shall be processed as described in this section.

C. Before voting on a proposed *development agreement*, the city council shall hold a public hearing on the *development agreement*. Consistent with KMC [18.110.030\(B\)](#), two public hearings shall be held on the *development agreement* if deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height—whether required by zoning district provisions, property-specific development standards, or special district overlay requirements—are requested. The city council shall approve, disapprove or modify a *development agreement* by ordinance, adopted by the vote of a majority plus one of the whole city council. The ordinance, which if approved or modified by the city council, shall authorize the city manager to execute the development agreement on behalf of the City. Approval of a *development agreement* requesting deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height—whether required by zoning district provisions, property-specific development standards, or special district overlay requirements—requires the vote of a majority plus one of the whole city council.

D. The *city manager* shall prepare a recommendation to the city council on a proposed *development agreement*. The *city manager* shall provide the recommendation to the city council, and make it available to the public, at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

E. If a *development agreement* is associated with a Type V land use decision such as a comprehensive plan amendment, the *development agreement* shall be processed concurrently with the Type V land use decision. A recommendation of the planning commission to the city council on the Type V land use

decision shall be issued at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

F. If the *owner* files an application for a Type 2, 3 or 4 land use decision or a Type 1 land use decision subject to SEPA, the *City* shall review and process the application concurrently with the *development agreement*, and the *owner* shall sign a written waiver of the deadline for issuance of the final land use decision. A final decision of the *city manager* or *hearing examiner* on such types of land use decisions shall become effective on the date that the city council passes the ordinance for the *development agreement*. The period for appealing such final decision shall commence on the date that the city council passes such ordinance. A recommendation of the *city manager* or *hearing examiner* to the city council on such types of land use decisions shall be issued at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

G. The *City* shall give notice of the meeting at which the city council considers a proposed *development agreement*, or amendment thereto, and of the public hearing(s) on the proposed *development agreement*, or amendment thereto, as follows:

1. Not less than 10 calendar days prior to the public hearing date, a notice of the public hearing shall be sent to property owners within 1,000 feet of the property subject to the *development agreement* and to others who have submitted comments and/or requested notice.
2. Notice of the public hearing shall be posted on the property subject to the *development agreement* not less than 10 calendar days prior to the hearing date. Notice shall be posted in the manner required by KMC 19.25.065.
3. Notice of the city council meeting and public hearing shall be published in the *City's* official newspaper not less than 10 calendar days prior to the meeting or hearing date.
4. All costs associated with the public notice shall be borne by the *owner*.
5. All notices shall state that the *city manager's* recommendation on the proposed *development agreement* is available for review at the front desk of City Hall and on the *City's* website.

H. Any subsequent land use decisions shall be reviewed for compliance with the terms of the *development agreement* and any associated land use decisions.

18.110.060 Status, recording and amendment of development agreement.

A. *Development agreements* are not "project permit applications" as defined in RCW 36.70B.020(4). Therefore, there is no deadline for processing a *development agreement*.

B. The city attorney shall review and approve a proposed *development agreement* as to form at least 30 calendar days prior to the public hearing on the *development agreement*. The *owner* shall sign the *development agreement* before the public hearing on the *development agreement*. If a person or

corporation has a “substantial beneficial interest in the property” as specifically described below, the *owner* shall submit to the *city manager* with the request for *development agreement* a document stating that such person or corporation concurs in the request and will not object to, contest or appeal any terms and conditions of the approved *development agreement*. A person or corporation having a “substantial beneficial interest in the property” shall include easement holders, lessees with a lease of one year or more, and persons or corporations with a recorded deed of trust or mortgage on the real property subject to the *development agreement*. The *city manager* shall have the authority to determine whether other persons or corporations with an interest in the real property subject to the *development agreement* have a “substantial beneficial interest in the property.” Within 20 calendar days of receiving written notice that the *city manager* has determined that other persons or corporations have a “substantial beneficial interest in the property,” the *owner* shall submit to the *city manager* the document described above for each such person or corporation.

C. The term of *development agreements* and extensions thereof shall be as follows:

1. *Development agreements* may be approved for a maximum period of 20 years.
2. In determining the appropriate term for a *development agreement*, the city council should consider the type, size and location of *development* and phasing if proposed. The city council may consider shorter terms with extensions.
3. If extensions are authorized in a *development agreement*, the *owner* must request the extension at least 90 calendar days prior to expiration of the term or any extension. For *development agreements* associated with land use decisions, the *city manager* may grant an extension for up to five years if the *owner* can satisfactorily show that, for a residential project, at least 50 percent of the residential units are constructed, or for nonresidential and mixed use projects, at least 50 percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the city council, unless another process is expressly provided for in the *development agreement*.

D. The City shall record an approved *development agreement* with the King County recorder’s office, at the cost of the *owner*.

E. The *owner* may request an amendment to a *development agreement*. Before voting on the amendment, the city council shall hold a public hearing. The city council shall approve, disapprove or modify an amendment by ordinance, adopted by the vote of a majority plus one of the whole city council. The ordinance, which if approved or modified by the city council, shall authorize the *city manager* to execute the amendment on behalf of the City. The city council shall not approve or modify an amendment unless it is consistent with any associated land use decisions and approved modifications thereto.



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

Subject/Topic: Kenmore Navigation Channel: Briefing on Dredged Material Management Program (DMMP) Sediment Analysis Report Proposed Council Action/Motion: None Presentation only	For Council Meeting Agenda of: 9 February 2015 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: <u>NKO 5 Feb 2015</u> Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>RJK 2/5/15</u> Exhibits/Attachments: DMMP Report January 2015			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Expenditure Required \$0</td> <td style="width: 33%; border: none;">Amount Budgeted \$</td> <td style="width: 33%; border: none;">Appropriation Required \$n/a</td> </tr> </table>		Expenditure Required \$0	Amount Budgeted \$	Appropriation Required \$n/a
Expenditure Required \$0	Amount Budgeted \$	Appropriation Required \$n/a		
<u>INFORMATION/BACKGROUND:</u> City staff and Dan Berlin of Anchor QEA will brief the Council on sediment testing and analysis of the Kenmore Navigation Channel and the report issued by the Dredged Material Management Program (DMMP). The DMMP is an interagency program of the US Army Corps of Engineers, US Environmental Protection Agency, WA Department of Natural Resources and the WA Department of Ecology. The Dredged Material Management Program (DMMP) recently released a report on the results of sediment testing in the Kenmore Navigation Channel that was done to determine the appropriate disposal method of sediment that would be relocated by maintenance dredging of the Channel. The testing and analysis was managed and funded by the US Army Corps of Engineers, and was performed in 2014. Testing of this type, which involves deep core samples at least four feet deep, is required before any maintenance dredging can proceed. The City has advocated for maintenance dredging of the Channel for several years because the Channel is overdue for maintenance dredging and the Channel conditions have affected navigation and operations of nearby water dependent businesses. The DMMP determination for the sediment disposal method is for upland disposal, as opposed to open water disposal, because the levels of certain substances such as dioxin/furan exceeded the standards for open water disposal. Dioxin is frequently present in urban areas. The Navigation Channel is not part of a clean up site. The Department of Ecology is responsible for making those determinations. The Department of Ecology proposed budget includes funds for a study to identify sources of dioxin/furan in the near shore marina areas, not the Navigation Channel. The City's 2015 Legislative Agenda supports this budget proposal. The City and the WA Department of Ecology sponsored sampling and analysis of sediment that involved samples of surface sediment (less than 20 cm or 7- 7/8 inches deep) in 2011-2012. The Washington Department of Health				

also completed a Consultation Report on the test results and concluded that there was no health threat from contact with the surface sediment. The dioxin concentrations in from those samples were at lower levels than the 2014 deep core samples, suggesting that present sources of contamination are lower than historic sources.

The City is working with the US Army Corps of Engineers, King County (designated Local Sponsor for the Navigation Channel), the Department of Ecology, Congressional offices and nearby property owners on next steps on this issue.

The attached report and other information is available on the DMMP website:
<http://www.nws.usace.army.mil/Missions/CivilWorks/Dredging.aspx>

FISCAL CONSIDERATION:

Upland disposal will substantially increase the cost of any maintenance dredging project that is undertaken.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Support Existing Business/Advance the community's connection to the waterfront/Continue to seek opportunities to complete a successful Lakepointe project

CENWS-OD-TS-DMMO

MEMORANDUM FOR: RECORD

January 27, 2015

SUBJECT: DETERMINATION REGARDING THE SUITABILITY OF PROPOSED DREDGED MATERIAL FROM THE KENMORE FEDERAL NAVIGATION CHANNEL, EVALUATED UNDER SECTION 404 OF THE CLEAN WATER ACT, FOR UNCONFINED OPEN-WATER DISPOSAL AT THE ELLIOTT BAY DISPOSAL SITE OR FOR BENEFICIAL USE.

1. **Introduction.** This memorandum reflects the consensus determination of the Dredged Material Management Program (DMMP) agencies (U.S. Army Corps of Engineers, Washington State Department of Ecology, Washington State Department of Natural Resources, and the Environmental Protection Agency) regarding the suitability of up to 30,000 cubic yards (cy) of dredged material from the Kenmore Federal Navigation Channel for open-water disposal at the Elliott Bay nondispersive site, and for compliance with the State of Washington Antidegradation Policy.
2. **Background.** The authorized federal navigation channel in Kenmore, WA runs approximately 2,900 feet from deep water in Lake Washington to the Kenmore industrial area, see Figure 1. The channel has an authorized width of 100 to 120 feet wide and a depth of -15 ft Lake Washington Low Water (LWLW) datum.

The Kenmore federal navigation channel was previously characterized for 60,000 cy of maintenance dredging in 1996. Results of that characterization are presented in the DMMP suitability determination dated July 8, 1996 (DMMP, 1996). Briefly, fifteen DMMUs were characterized and three had SL exceedances of DY1996 PSDDA screening levels (acenaphthene, anthracene, fluorene, phenanthrene, TBT, and total DDT). These three DMMUs were subjected to bioassay testing, resulting in only one DMMU passing the bioassay tests. 8,000 cy of material did not pass for open water disposal at Elliott Bay disposal site. Less than 50,000 cy of material was dredged from the navigation channel in the winter of 1997-1998.

Since 1998, sediment has accumulated within the navigation channel above the authorized depth, resulting in impacts to the ability of vessels to use the navigation channel.

3. **Project Summary.** Table 1 includes project summary and tracking information.

Table 1. Project Summary

Project ranking	High
Proposed dredging volume	30,000 cy, including 1 ft of overdepth and 1 ft of advance maintenance and 30% contingency factor
Proposed dredging depth	-17 ft LWLW, including 1 ft of overdepth and 1 ft of advance maintenance
1 st draft SAP received	June 23, 2014

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Comments provided on 1 st draft SAP	July 3, 2014
Final SAP received	July 8, 2014
SAP approved	July 8, 2014
Sampling dates	July 10-12, 2014
Draft data report received	December 2, 2013
Comments provided on draft report	December 15, 2014
2 nd Draft data report received	January 5, 2015
Comments provided on 2 nd draft	January 8 and 14, 2015
Final data report received	January 21, 2015
EIM Study ID	KENMO14
Recency Determination (high rank = 3 years)	July 2017

4. **Project Ranking and Sampling Requirements.** This project was ranked “high” by the DMMP agencies according to the guidelines set out in the DMMP User Manual. In a high-ranked area the number of samples and analyses are calculated using the following guidelines (DMMP, 2014):
- Maximum volume of sediment represented by each field sample = 4,000 cubic yards
 - Maximum volume of sediment represented by each analysis in the upper 4-feet of the dredging prism (surface sediment) = 4,000 cubic yards
 - Maximum volume of sediment represented by each analysis in the subsurface portion of the dredging prism = 12,000 cubic yards

According to the guidelines outlined above, the Kenmore navigation channel characterization was divided into 8 DMMUs. Sediment accumulation within the channel was less than 4 feet within most areas of the channel. Therefore, in conjunction with the conceptual dredging plan, the project was characterized as surface DMMUs only. Figure 2 shows the configuration of the DMMUs, with DMMU 1 furthest inland and DMMU 8 furthest out into Lake Washington. Table 2 provides the compositing information for all DMMUs.

5. **Sampling.** Sampling took place July 10-12 aboard the *R/V Peter R* using a hydraulically actuated vibracore sampler. Figure 2 shows the target and actual coring locations. Sample locations were collected using a differential GPS with the receiver mounted directly on top of the A-frame used to lower the Vibracore into the water. Actual sampling coordinates are in Table 3.

Vertical control was established using a lead-line measurement of the water depth at each station and the lake level as maintained by the Corps at the Kenmore gauge. The mudline elevations were converted to Lake Washington Low Water (LWLW) datum using the formula:

$$\text{Mudline elevation (LWLW)} = \text{Reported Lake Level (Corps' Datum)} - \text{measured water depth (ft)} - 20 \text{ ft.}$$

Multiple sampling attempts were needed at many of the sample stations to collect an acceptable core. Woody debris and native glacial clays were encountered at some locations, causing difficulty in collecting a core with acceptable penetration and percent recovery. In total, 32 coring attempts were made, and 18 cores were collected. The following changes to the SAP were made in

coordination with DMMO:

- After three attempts at stations 3 and 4, acceptable cores were not able to be collected, likely due to matted woody debris encountered at depth. These sample locations were moved and cores were collected with improved recovery (71 and 69%, respectively). These cores were retained. On the final day of sampling a fifth attempt at stations 3 and 4 was attempted, and recoveries were again improved (94 and 73% respectively), these cores were also retained.
- Cores from both the fourth and fifth attempts at stations 3 and 4 were retained and composited into the sample for DMMU 2. A field duplicate from this composite was submitted to the laboratory under the label DMMU 9. For clarity, results from the field duplicate are discussed in this suitability determination as DMMU2-Dup.
- After four attempts at station 10, the core was retained with only 66% recovery. Difficulty sampling at this location was likely due to a hard native glacial clay layer that was encountered at approximately 3.85 ft. See Figure 3 for core photos showing the blue clay layer.
- After three attempts at station 16, the core was retained with only 66% recovery. Difficulty sampling at this location was likely due to a layer of woody material (estimated 20-30% by volume) that was encountered at approximately 2.2 ft.
- For some z-samples, there was insufficient sediment from the z-layer composite for all the required analyses. The DMMO determined that subsamples for the composite z-layer chemistry archive and the wood waste sample should not be collected in these samples since both of these samples/analyses could be approximated using sediment collected from the individual core z-sample archives. The z-sample composite archive was not collected for DMMUs 3 through 8 and the wood waste sample was also not collected for z-samples from DMMUs 5,6 and 8.

In addition to the above approved changes, the following changes were made without DMMO coordination and approval:

- At station 7, the first attempt was retained with only 67% recovery, less than the required 75% recovery and with less than the required three attempts. A sharp contact with the native blue clay layer was encountered at 4.3 ft.
- At station 13, the second attempt was retained with only 67% recovery, less than the required 75% recovery and with less than the required three attempts. Presumed to be native, a blue clay layer was found at the very bottom of the core in the core catcher.
- At station 4, cores 4a and 4b, station 7, and station 15 cores were retained which did not reach full penetration to the bottom of the z-layer: Actual penetration reached -18.4, -18.6, -17.9 and -18.9 ft LWLW, respectively.
- PBDE archive samples were not collected from DMMUs 7 and 8 and z-samples 7 and 8.

The DMMP agencies evaluated the above listed deviations from the approved sampling and analysis plan, and concluded that changes made did not significantly alter the representativeness of the samples collected. The samples collected adequately represent the proposed dredge material and z-layers.

6. **Chemical Analysis Results.** Analyses of conventionals, standard DMMP marine and freshwater COCs, TBT and dioxin were conducted by Analytical Resources Inc (ARI) of Tukwila, WA. All data was validated by an independent third-party data reviewer. The data validation reports are available as an appendix to the Kenmore Sediment Characterization Report (DOF, 2015).

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The conventional results showed that the dredged material is predominantly silt, with 45-58% silt. The dredged material is classified under the USCS as sandy silt. Total organic carbon (TOC) was high, ranging from 1.7 to 5% in the dredged material. Ammonia concentrations ranged from 218 to 433 mg N/kg, and individual core bulk sulfides concentrations ranged from 195 – 390 mg/kg.

Dredged material is compared to the standard DMMP list of marine COCs. Results of this comparison are presented in Table 4. There were multiple exceedances of DMMP marine SLs and maximum levels (MLS). DMMUs with exceedances above the ML are above the threshold where bioassay test-out is an option, therefore DMMUs with ML exceedances are automatically considered unsuitable for open-water disposal.

Benzyl alcohol was found above the SL in all 8 DMMUs. Benzoic acid was found above the SL in DMMU 8 and above the ML in DMMU 3. DMMU 2 and DMMU2-Dup are field duplicates. Benzyl alcohol results from these duplicates are inconsistent – one result is below the DMMP marine SL and the other result is above the DMMP marine ML. Although this result is confusing, it has no impact on the final suitability determination for this DMMU, which is driven by the dioxin results.

DDT and its breakdown products DDD and DDE were found at highly elevated levels in DMMU 2. The field duplicate of DMMU 2, DMMU2-Dup, did not corroborate these high levels of DDT, DDD and DDE (hereafter referred to as DDx). Additional analyses were conducted to try to elucidate this difference. See the discussion in the DDT section below.

Dioxin/Furans

Dioxin/furan results for all DMMUs are presented in Table 5. Dioxin concentrations were elevated in all DMMUs, with all results above the DMMP volume-weighted average limit of 4 ng/kg toxic equivalents (TEQ) summed with non-detects equal to ½ the estimated detection limit. In addition, DMMUs 1, 2, 3 and 5 were above the bioaccumulation trigger of 10 ng/kg TEQ (DMMP, 2010). Bioaccumulation testing would be required in order to take any of this material to open-water disposal.

The Corps has chosen to not pursue bioaccumulation testing to evaluate dioxin.

DDT, DDD, and DDE

To further evaluate the nature and extent of the apparent DDx exceedances in the dredged material layer in DMMU 2 the Corps, in consultation with the DMMP agencies, elected to conduct additional investigations, including chemical analyses on the archived samples. Results for all analyses of DDx at KEN02 are presented in Table 6.

As mentioned above, the field duplicate results from DMMU2-Dup did not corroborate the elevated levels of DDx in the dredged material. The sum of DDTs (4,4'-DDDT; 4,4'-DDE; and 4,4'-DDD) at KEN02 (5,960 µg/kg) is nearly three orders of magnitude greater than that measured in DMMU2-Dup (7 µg/kg). Prior to additional chemical analyses, the analytical laboratory reviewed the results of the elevated levels of DDx in KEN02, and concluded that the compounds were present in the samples (ARI, 2015). In addition to the standard QA review of the data, the laboratory analyzed the same sample extract used in the original analyses of DMMU 2 using a GC-MS method, which confirmed the presence of the DDx compounds in the sample.

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With this information which appeared to confirm the elevated DDx detections in the original sample, additional pesticide analyses on two of the individual cores from within DMMU KEN02 were performed to determine if DDx was found throughout the DMMU or if it was concentrated on either the northern or southern side of the DMMU. Two cores were analyzed on 9/16/2014 for the DMMP suite of chlorinated pesticides, one from the northern side (KEN02-3b) and one from the southern side (KEN02-4b) of the DMMU. Results from the individual archive analyses for KEN02-3b and KEN02-4b showed low levels of DDx, with the highest value 4 µg/kg. These results did not corroborate the original elevated results, but are similar to the results reported for the field duplicate DMMU2-Dup.

The DMMP then elected to analyze the other two archived individual core samples (KEN02-3a and KEN02-4a) and re-analyze in duplicate the dredged material composite sample KEN02. For re-analysis of the KEN02 composite sample, two separate sediment aliquots were subjected to extraction, cleanup, and chemical analysis on 11/15/2014. Results from the second two individual cores and the duplicate analyses of the composite were all low, below the DMMP SLs and similar to the original results from the field duplicate (Table 6).

The aforementioned composite re-analysis samples were not taken from the original jar with the high DDx results, but were instead taken from the composite chemistry archive jar. Therefore, ARI undertook one additional set of analyses on the composite sample from the same jar as the original high results and on the archived samples for KEN02-3b and KEN02-4b (Table 4-6). Four separate extractions were conducted on the composite sample that was taken from the same sample jar for which the high DDx levels were first reported. Three of the composite extracts were subject to cleanup by gel permeation chromatography to exactly replicate the initial analysis, and one of the composite extracts was subjected to acid cleanup. The two individual core archive samples were extracted and also subject to acid cleanup the purpose of which was to remove any labile interference in the samples. Acid cleanup will not affect the DDx, but in ARI's experience for some sediment samples these cleanups can improve peak shape and result in closer correlation between dual column results. Results from all replicates were low, between 0.98 and 6.3 µg/kg, below the DMMP SLs and in line with all the previous re-analysis and re-extraction results. Again, these results did not corroborate the high values reported from the original analysis of KEN02.

Laboratory contamination by accidentally spiking the sample with a spiking solution was eliminated as a possible explanation of the original elevated results for the following reasons: 1) the pesticide spiking solution contains mixtures of target pesticides, not just DDT, and no other pesticides were reported at elevated levels in the original sediment sample; 2) the pesticide breakdown standard, which contains DDD and DDE, also contains other breakdown products such as pentachlorophenol (PCP) and decafluorotriphenylphosphine (DFTPP), neither of which were detected in the GC/MS re-run of the original elevated extract; and 3) spiking solutions that are used are not concentrated enough to give the reported results.

In conclusion, a total of 14 separate analyses were conducted for DDx on the samples from DMMU KEN02. Eight were done on the composite sample. Of those, only the initial analysis for KEN02 showed the elevated levels of DDx. In the field duplicate (DMMU2-Dup), and the

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subsequent 6 re-analyses of the composite samples all levels of DDX were similarly low; the individual isomers were at or below 4.7 µg/kg. Six separate analyses were conducted on the individual cores that made up the composite samples; the individual isomers were at or below 7.6 µg/kg. The initial reported levels were not corroborated by any subsequent analysis.

7. **Sediment Exposed by Dredging.** The sediment to be exposed by dredging must either meet the State of Washington Sediment Quality Standards (SQS) or the State's Antidegradation standard (Ecology, 2013) as outlined by DMMP guidance (DMMP, 2008). Because this project is located in Lake Washington which is a freshwater environment, compliance with the antidegradation standard is determined by comparing the z-sample results with the 2013 Freshwater SMS chemical numeric standards (Ecology, 2013). See Table 7 for z-sample results.

Nickel was above the SL1 in all z-samples and phenol was above the SL1 in DMMU 7 z-sample. Therefore, bioassays were required to determine if the z layer sediments would pass antidegradation.

In accordance with the DMMP User Manual, three freshwater bioassays were conducted, including one longer term test and both a lethal and sublethal endpoints. The bioassays used for this project were: 10-day *Hyalella azteca* survival and 20-day *Chironomus dilutus* survival and growth tests. Bioassay tests were conducted by Northwest Aquatic Science of Newport, OR and were initiated on September 5, 2014, within the 56-day holding time requirement. Freshwater bioassay test interpretation criteria for each test are shown in the column headings of Tables 8-10. Freshwater bioassay interpretive criteria test results are compared to the control sediment. Clean sand collected from Beaver Creek was used as the control for these tests.

Hyalella azteca 10-day mortality. Test results are shown in Table 8. Percent mortality in the control sediment was below the relevant performance criteria, therefore the test is considered valid. All test sediments performed well and there were no hits for any z-samples.

Chironomus dilutus 20-day mortality. Test results are shown in Table 9. Percent mortality in the control sediment was below the relevant performance criteria, therefore the test is considered valid. In DMMU 2 z-sample, test mortality was 19.5% greater than that observed in the control sediment. Following the guidelines in the DMMP User Manual, the USACE program Biostat was used to statically compare the mortality results from DMMU 2 z-sample with the control. An arcsin transformation was used to normalize the percent mortality data, and DMMU 2 z-sample was determined to be statistically different from control ($p=0.05$). Therefore, there was a hit under the 2-hit rule for the 20-day *Chironomus* mortality test for DMMU 2 z-sample.

Chironomus dilutus 20-day growth. Test results are shown in Table 10. The mean individual growth rate, as ash free dry weight, was greater than the control performance criteria; therefore the test is considered valid. All test sediments performed well and there were no hits for any z-samples.

In summary, there was only one minor hit (a single hit under the two-hit rule) in the DMMU 2 z-sample (see Table 11). In the absence of a corroborating hit from one of the other bioassay, this sample passes freshwater bioassay. Thus, all bioassays pass the DMMP freshwater interpretive criteria.

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Dioxin. Due to the bioaccumulative nature of dioxin and the fact that aquatic organisms exposed to dioxin live within an area larger than a single DMMU, the DMMP agencies determined that it was appropriate to use the average z-sample dioxin concentration from all samples to evaluate antidegradation. Dioxin results from z-samples were less than in the overlying dredged material for all DMMUs except DMMU 7. The average z-sample dioxin concentration is 6.7 ppb TEQ, which is less than the DMMP bioaccumulation trigger of 10 ppb TEQ, and is significantly less than the average dioxin concentration of the dredged material, 11.6 ppb TEQ.

Therefore, based on the results of the bioassay testing and the dioxin evaluation discussed above, the sediment to be exposed by dredging is not considered to be degraded relative to the currently exposed sediment surface. On this basis the DMMP agencies conclude that this project is in compliance with the State of Washington anti-degradation policy.

8. **Suitability Determination.** This memorandum documents the evaluation of the suitability of sediment proposed for dredging from the Kenmore federal navigation channel for open-water disposal at the Elliott Bay open-water disposal site. The approved sampling and analysis plan was generally followed and the data gathered were deemed sufficient and acceptable for regulatory decision-making under the DMMP program.

In summary, based on the results of the previously described testing, the DMMP agencies conclude that **all 30,000 cy are unsuitable** for open-water disposal at the Elliott Bay non-dispersive site.

A determination regarding the suitability of the material for upland disposal must be coordinated with the local Health Department.

This suitability determination does **not** constitute final agency approval of the project. A final decision will be made after full consideration of agency input, and after an alternatives analysis is done under section 404(b)(1) of the Clean Water Act.

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9. References.

ARI, 2015. Email from Cheronne Oreiro and Sue Dunnihoo to Kelsey van der Elst. "Re: Kenmore DDT Analyses." January 12, 2015.

DMMP, 2014. *Dredged Material Evaluation and Disposal Procedures (Users Manual)*. Prepared by the Seattle District Dredged Material Management Office for the Dredged Material Management Program, December 2014.

DMMP, 2010. *Dredged Material Management Program New Interim Guidelines for Dioxins*. December 6, 2010.

DMMP, 2008. *Quality of Post-Dredge Sediment Surfaces (Updated)*. A Clarification Paper Prepared by David Fox (USACE), Erika Hoffman (EPA) and Tom Gries (Ecology) for the Dredged Material Management Program, June 2008.

DMMP, 1996. *Determination of the Suitability of Dredged Material Tested Under PSDDA Evaluation Procedures for USACE Kenmore Maintenance Dredging for Disposal at the PSDDA Elliott Bay Open Water Disposal Site*. Prepared by the Seattle District Dredged Material Management Office for the Dredged Material Management Program. July 8, 1996.

DOF, 2015. *Final Data Report Kenmore Federal Navigation Channel Dredged Material Characterization*. Prepared by Dalton, Olmsted and Fuglevand, Inc. for the Seattle District Army Corps of Engineers. January 19, 2015.

Ecology, 2013. *Sediment Management Standards – Chapter 173-204 WAC*. Washington State Department of Ecology, February 2013.

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10. Agency Signatures.

Concur:

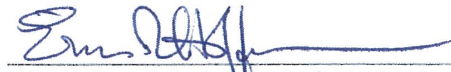
1/27/2015

Date


Kelsey van der Elst - Seattle District Corps of Engineers

1/29/2015

Date


Erika Hoffman - Environmental Protection Agency

01/29/2015

Date


Laura Inouye, Ph.D. - Washington Department of Ecology

1/28/2015

Date


Celia Barton - Washington Department of Natural Resources

Copies furnished:

DMMP signatories

John Hicks, Chief USACE Navigation Section

Elizabeth Chien, Acting Chief, USACE Navigation Section

John Pell, USACE Navigation Project Manager

Mark Isaacson, King County

Nancy Ousley, City of Kenmore

Elizabeth Mooney, PERK

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Table 2. Sampling and Compositing.

		DMMU 1	DMMU 2	DMMU 3	DMMU 4	DMMU 5	DMMU 6	DMMU 7	DMMU 8	Total
SAP volume (CY):		3,750	3,700	3,800	3,750	3,700	3,800	3,750	3,750	30,000
S t a t i o n	S-1	-14.4 to -17.0	---	---	---	---	---	---	---	
	S-2	-14.0 to -17.0	---	---	---	---	---	---	---	
	S-3a	---	-16.5 to -17.0	---	---	---	---	---	---	
	S-3b	---	-13.1 to -17.0	---	---	---	---	---	---	
	S-4a	---	-13.6 to -17.0	---	---	---	---	---	---	
	S-4b	---	-13.5 to -17.0	---	---	---	---	---	---	
	S-5	---	---	-13.7 to -17.0	---	---	---	---	---	
	S-6	---	---	-13.3 to -17.0	---	---	---	---	---	
	S-7	---	---	---	-11.9 to -17.0	---	---	---	---	
	S-8	---	---	---	-14.5 to -17.0	---	---	---	---	
	S-9	---	---	---	---	-15.0 to -17.0	---	---	---	
	S-10	---	---	---	---	-13.3 to -17.0	---	---	---	
	S-11	---	---	---	---	---	-14.6 to -17.0	---	---	
	S-12	---	---	---	---	---	-12.8 to -17.0	---	---	
	S-13	---	---	---	---	---	---	-14.5 to -17.0	---	
	S-14	---	---	---	---	---	---	-13.8 to -17.0	---	
	S-15	---	---	---	---	---	---	---	-12.5 to -17.0	
	S-16	---	---	---	---	---	---	---	-14.5 to -17.0	

Notes:

- 1) The design depth is -17 feet LWLW, including 1 ft of advance maintenance and 1 ft of overredge
- 2) DMMU volumes include a 30% contingency factor

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Table 3. Station Coordinates

		Coordinates (NAD83)	
		Latitude	Longitude
S t a t i o n	S-1	47° 45.33528	122° 15.54705
	S-2	47° 45.30376	122° 15.62796
	S-3a	47° 45.28485	122° 15.65951
	S-3b	47° 45.28747	122° 15.66454
	S-4a	47° 45.26290	122° 15.64437
	S-4b	47° 45.26895	122° 15.63707
	S-5	47° 45.26392	122° 15.69121
	S-6	47° 45.24994	122° 15.66757
	S-7	47° 45.23729	122° 15.68710
	S-8	47° 45.22396	122° 15.73117
	S-9	47° 45.20996	122° 15.74528
	S-10	47° 45.20220	122° 15.73010
	S-11	47° 45.19392	122° 15.76004
	S-12	47° 45.17992	122° 15.75057
	S-13	47° 45.16760	122° 15.78793
	S-14	47° 45.15474	122° 15.77536
	S-15	47° 45.13618	122° 15.79274
	S-16	47° 45.11386	122° 15.84511

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Table 4. Chemical results compared to DMMP regulatory guidelines.

CHEMICAL	DMMP Guidelines			DMMU 1		DMMU 2		DMMU 2 - Replicate		DMMU 3		DMMU 4		DMMU 5		DMMU 6		DMMU 7		DMMU 8	
	SL	BT	ML	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ
CONVENTIONALS																					
Gravel, %				9.9		0.3		2.2		4.4		0.8		0.6		0.6		0.2		3.3	
Sand, %				26		29		43.2		26.7		28.1		28.9		28.1		37		38.1	
Silt, %				49		54.8		43.1		54.5		55.3		55.9		57.8		50.8		45.6	
Clay, %				15.1		15.9		11.3		14.5		15.8		14.5		13.4		12.1		13	
Fines (Silt + Clay), %				64.1		70.7				69		71.1		70.4		71.2		62.9		58.6	
Total Solids, %				63.2		35.8		35.18		37.5		40.9		33		39.7		46.5		43.1	
Volatile Solids, %				12.8		14.3		15.13		12.5		11.8		12.9		10.8		9.3		10.5	
Total Organic Carbon, %				3.57		2.77	J	5.37	J	2.71		2.07		4.63		2.45		2.46		1.7	
Total Sulfides, composite - mg/kg				389.5		319		307		290		195		273		226.5		199.5		201.5	
Total Sulfides, single core - mg/kg				500		456		n.a.		309		166		350		349		216		360	
Total Ammonia, mg N/kg				226		218.5		220		242		258.5		432.5		297		238.5		302.5	
METALS (mg/kg dry)																					
Antimony	150	---	200	2.1	J	10	UJ	1.4	J	1	J	1	J	1.3	J	0.9	J	1.5	J	1.7	J
Arsenic	57	507	700	7.2	J	9.4	J	8.8	J	8.9	J	7.4	J	9.2	J	8.3	J	6.3	J	8.6	J
Cadmium	5.1	11.3	14.0	0.8		0.8		0.8		0.8		0.7		0.8		0.8		0.6		0.8	
Chromium	260	260	---	46		49		46		61		48		49		53		45		48	
Copper	390	1,027	1,300	35.1		34.2	J	33.8	J	33.5	J	28.9	J	32.9	J	34.5	J	26.7		31.1	
Lead	450	975	1,200	28		29		27		31		22		26		23		23		24	
Mercury	0.41	1.5	2.3	0.1	J	0.11		0.1		0.09		0.09		0.09		0.09		0.08	J	0.09	J
Selenium	---	3	---	0.48	J	0.66	J	0.61	J	0.69	J	0.68	J	0.68	J	0.62	J	0.38	J	0.47	J
Silver	6.1	6.1	8.4	0.106	J	0.106	J	0.105	J	0.12	J	0.086	J	0.117	J	0.132	J	0.105	J	0.113	J
Zinc	410	2,783	3,800	140		160		130		120		102		129		129		110		125	
ORGANOMETALLIC COMPOUNDS (ug/L interstitial water)																					
Tributyltin (ion)	0.15	0.15	---	0.017		0.01		0.005	U	0.014	J	0.006		0.005	U	0.005	U	0.005	U	0.005	U
PAHs (ug/kg dry)																					
Total LPAH	5,200	---	29,000	50.6		48.7				77.1		94.4		64.4		82.7		70	J	81.5	J
Naphthalene	2,100	---	2,400	4.1	J	5.4		7.8		6.5		5.5		4.4	J	7		4.6	J	3.8	J
Acenaphthylene	560	---	1,300	4.8	U	4.9	U	4.8	U	4.8	U	4.9	U	4.9		5	U	4.7	U	4.9	U
Acenaphthene	500	---	2,000	5.1		2.7	J	4.2	J	5		4.9		6.1		4.1	J	2.7	J	3.7	J
Fluorene	540	---	3,600	4.5	J	4.4	J	5.8	J	8.6	J	8	J	8.4	J	6.6	J	5	J	6.3	J
Phenanthrene	1,500	---	21,000	30	J	30		44	J	49	J	65	J	39	J	55	J	49	J	59	J
Anthracene	960	---	13,000	6.9	J	6.2		8.7	J	8	J	11	J	6.5	J	10	J	8.7	J	8.7	J

Table 4. Chemical results compared to DMMP regulatory guidelines.

CHEMICAL	DMMP Guidelines			DMMU 1	DMMU 2	DMMU 2 - Replicate	DMMU 3	DMMU 4	DMMU 5	DMMU 6	DMMU 7	DMMU 8			
	SL	BT	ML												
2-Methylnaphthalene	670	---	1,900	4.8	U	6.1	5.6	3.8	J	5.3	5.6	4.6	J	3.6	J
Total HPAH	12,000	---	69,000	369.8		312.6	476.4	649.8		421.4	731.7	576.4		639.2	
Fluoranthene	1,700	4,600	30,000	69		66	J	96	J	100	140	82		140	
Pyrene	2,600	11,980	16,000	100	J	65	J	110	J	100	J	140	J	140	J
Benzo(a)anthracene	1,300	---	5,100	26	J	22	J	30	J	33	J	44	J	27	J
Chrysene	1,400	---	21,000	40		40		50		56		72		46	
Total benzofluoranthenes	3,200	---	9,900	62		50		67		88		110		72	
Benzo(a)pyrene	1,600	---	3,600	26		22		31		40		51		30	
Indeno(1,2,3-c,d)pyrene	600	---	4,400	16	J	17	J	20	J	21	J	33	J	22	J
Dibenzo(a,h)anthracene	230	---	1,900	4.8	J	4.6	J	6.7	J	6.4	J	9.8	J	6.4	J
Benzo(g,h,i)perylene	670	---	3,200	26	J	26	J	34	J	32	J	50	J	36	J
CHLORINATED BENZENES (ug/kg dry)															
1,2-Dichlorobenzene	35	---	110	19	U	19	U	19	U	19	U	20	U	20	U
1,4-Dichlorobenzene	110	---	120	19	U	19	U	19	U	19	U	20	U	20	U
1,2,4-Trichlorobenzene	31	---	64	19	U	19	U	19	U	19	U	20	U	20	U
Hexachlorobenzene	22	168	230	0.99	U	0.99	U	0.99	U	1	U	0.98	U	0.97	U
PHTHALATE ESTERS (ug/kg dry)															
Dimethyl phthalate	71	---	1,400	15	J	19	U	19	U	19	U	19	U	20	U
Diethyl phthalate	200	---	1,200	19	U	37		19	U	19	U	22		20	U
Di-n-butyl phthalate	1,400	---	5,100	19	U	26		19	U	19	U	19	U	20	U
Butyl benzyl phthalate	63	---	970	14	J	9.6	J	19	U	19	U	18	J	12	J
Bis(2-ethylhexyl)phthalate	1,300	---	8,300	160		120		210		290		280		140	
Di-n-octyl phthalate	6,200	---	6,200	19	U	19	U	68	J	19	U	19	U	20	U
PHENOLS (ug/kg dry)															
Phenol	420	---	1,200	86		51		81		110		37		41	
2-Methylphenol	63	---	77	19	U	19	U	19	U	19	U	19	U	20	U
4-Methylphenol	670	---	3,600	31		25		39		54		22		19	
2,4-Dimethylphenol	29	---	210	24	U	24	U	24	U	24	U	24	U	25	U
Pentachlorophenol	400	504	690	96	U	96	U	97	U	96	U	97	U	98	U
MISCELLANEOUS EXTRACTABLES (ug/kg dry)															
Benzoic acid	650	---	760	580		560	J	900	J	950		460	J	500	J
Benzyl alcohol	57	---	870	82		120		190		130		91		100	
Dibenzofuran	540	---	1,700	14	J	19	U	19	U	19	U	19	U	20	U
Hexachlorobutadiene	11	---	270	0.99	U	0.99	U	0.99	U	1	U	0.98	U	0.97	U
N-Nitrosodiphenylamine	28	---	130	19	U	19	U	19	U	19	U	19	U	20	U

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Table 4. Chemical results compared to DMMP regulatory guidelines.

CHEMICAL	DMMP Guidelines			DMMU 1	DMMU 2	DMMU 2 - Replicate	DMMU 3	DMMU 4	DMMU 5	DMMU 6	DMMU 7	DMMU 8
	SL	BT	ML									
PESTICIDES (ug/kg dry)												
Aldrin	10	---	---	0.49 U	0.49 U	0.49 U	0.5 U	0.49 U	1 Y	0.5 U	0.48 U	0.5 U
Total Chlordane	3	37	---	1.7 J	2.8	2.2 J	1.4	1.1	2.6	2.1	1.5 J	1.6
Dieldrin	2	---	---	0.99 U	0.99 U	0.99 U	1 U	0.98 U	0.97 U	1 U	0.97 U	0.99 U
Heptachlor	2	---	---	0.49 U	0.49 U	0.49 U	0.5 U	0.49 U	1.5 U	0.5 U	0.48 U	0.5 U
4,4'-DDE	9	---	---	2.5	see Table 6	2.7 J	2.6	2.5 J	2.8	2.4	2.1	2.9
4,4'-DDD	16	---	---	3.3		4.3 J	4.3	2.9	4.4	3.4	3	3.6
4,4'-DDT	12	---	---	3 U		1.8 UJ	2.6 U	1.9 U	3.2 U	1 U	1.9 U	1.6 U
Total DDT	50	69	---	5.8		7 J	6.9	5.4 J	7.2	5.8	5.1	6.5 U
PCBs (ug/kg dry)												
Total PCBs	130	---	3,100	25.6 J	29.9	33	23.7 J	21.1	26.8	45.3 J	22	26.2
Total PCBs (mg/kg OC)	---	38	---	0.717	1.079	0.615	0.875	1.019	0.579	1.849	0.894	1.541
DIOXINS/FURANS (pptr TEQ, U=1/2 RL)												
Dioxins/Furans	4	10	---	12.95	23.17	14.68	12.93	9.51	10.02	8.76	7.36	8.16
SUMMARY												
DMMP Determination				FAIL	FAIL	FAIL	FAIL	FAIL	FAIL	FAIL	FAIL	FAIL
DMMU volume				3750	3700	3800	3750	3700	3800	3750	3750	3750
Rank				High	High	High	High	High	High	High	High	High
Mean sample depth (ft)				1.4	1.4	1.75	1.9	1.4	1.65	1.4	1.75	1.75
Maximum sampling depth (ft)				3	3.9	3.7	5.1	3.7	4.2	3.2	4.5	4.5

J = estimated concentration
U = undetected
OC = organic carbon
SL = screening level
BT = bioaccumulation trigger
ML = maximum level
SL exceedance
ML exceedance

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Table 5a. Dioxin/Furan Results in the Dredged Material (ng/kg)

CHEMICAL	TEF	DMMU 1				DMMU 2				DMMU2 Dup				DMMU 3				DMMU 4			
		conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)	conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)	conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)	conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)	conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)
DIOXINS/FURANS																					
2,3,7,8-TCDD	1	0.582	U	0	0.291	0.718	U	0	0.359	0.14	U	0	0.07	0.058	U	0	0.029	0.013	U	0	0.2565
1,2,3,7,8-PeCDD	1	3.05		3.05	3.05	5.02	J	5.02	5.02	2.79	J	2.79	2.79	3.28		3.28	3.28	2.39		2.39	2.39
1,2,3,4,7,8-HxCDD	0.1	4.52		0.452	0.452	8.04	J	0.804	0.804	4.11	J	0.411	0.411	4.58		0.458	0.458	3.3		0.33	0.33
1,2,3,6,7,8-HxCDD	0.1	16.8		1.68	1.68	29.9	J	2.99	2.99	14.8	J	1.48	1.48	16.3		1.63	1.63	11.7		1.17	1.17
1,2,3,8,9-HxCDD	0.1	8.52		0.852	0.852	16.3	J	1.63	1.63	8.88	J	0.888	0.888	9.68		0.968	0.968	7.29		0.729	0.729
1,2,3,4,6,7,8-HpCDD	0.01	347		3.47	3.47	656	J	6.56	6.56	300	J	3	3	327		3.27	3.27	227		2.27	2.27
OCDD	0.0003	2610		0.783	0.783	5380	J	1.614	1.614	2260	J	0.678	0.678	2500		0.75	0.75	1680		0.504	0.504
2,3,7,8-TCDF	0.1	1.65		0.165	0.165	1.79		0.179	0.179	1.61		0.161	0.161	1.65		0.165	0.165	1.26		0.126	0.126
1,2,3,7,8-PeCDF	0.03	1.31		0.0393	0.0393	1.54		0.0462	0.0462	1.25	U	0	0.01675	1.35		0.0405	0.0405	1.1		0.033	0.033
1,2,3,4,7,8-HxCDF	0.3	1.52		0.456	0.456	1.79		0.537	0.537	1.49		0.447	0.447	1.65	U	0	0.2475	1.31		0.393	0.393
1,2,3,6,7,8-HxCDF	0.1	3.26		0.326	0.326	5.15		0.515	0.515	3.26		0.326	0.326	3.62		0.362	0.362	2.93		0.293	0.293
1,2,3,8,9-HxCDF	0.1	2.9		0.29	0.29	4.35		0.435	0.435	2.78		0.278	0.278	3.11		0.311	0.311	2.36		0.236	0.236
1,2,3,4,8,9-HxCDF	0.1	1.29	U	0	0.0445	1.66		0.166	0.166	1.22		0.122	0.122	1.49		0.149	0.149	1.21		0.121	0.121
1,2,3,6,8,9-HxCDF	0.1	3.78		0.378	0.378	5.71	J	0.571	0.571	3.66	J	0.366	0.366	3.95		0.395	0.395	2.86		0.286	0.286
1,2,3,4,6,7,8-HpCDF	0.01	48.3		0.483	0.483	143	J	1.43	1.43	44.6	J	0.446	0.446	48.5		0.485	0.485	32.6		0.326	0.326
1,2,3,4,7,8,9-HpCDF	0.01	2.92		0.0292	0.0292	6.92	J	0.0692	0.0692	291	J	2.91	2.91	3.14		0.0314	0.0314	2.29		0.0229	0.0229
OCDF	0.0003	149		0.447	0.447	718	J	0.2154	0.2154	127	J	0.0381	0.0381	125		0.0375	0.0375	80.5		0.02415	0.02415
TOTAL TEQ				12.59	12.55			22.78	23.17			14.35	14.44			12.35	12.93			9.25	9.51

CHEMICAL	TEF	DMMU 5				DMMU 6				DMMU 7				DMMU 8			
		conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)	conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)	conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)	conc	VQ	TEQ (U=0)	TEQ (U=1/2 RL)
DIOXINS/FURANS																	
2,3,7,8-TCDD	1	0.631	U	0	0.3155	0.557	U	0	0.2785	0.463	U	0	0.2315	0.548	U	0	0.274
1,2,3,7,8-PeCDD	1	2.53		2.53	2.53	2.29		2.29	2.29	1.85		1.85	1.85	2.06		2.06	2.06
1,2,3,4,7,8-HxCDD	0.1	3.69		0.369	0.369	3.11		0.311	0.311	2.54		0.254	0.254	2.8		0.28	0.28
1,2,3,6,7,8-HxCDD	0.1	11.6		1.16	1.16	9.97		0.997	0.997	8.72		0.872	0.872	9.05		0.905	0.905
1,2,3,8,9-HxCDD	0.1	7.71		0.771	0.771	6.8		0.68	0.68	5.36		0.536	0.536	6.15		0.615	0.615
1,2,3,4,6,7,8-HpCDD	0.01	234		2.34	2.34	208		2.08	2.08	175		1.75	1.75	193		1.93	1.93
OCDD	0.0003	1760		0.537	0.537	1710		0.513	0.513	1330		0.399	0.399	1530		0.459	0.459
2,3,7,8-TCDF	0.1	1.4		0.14	0.14	1.26		0.126	0.126	1.02		0.102	0.102	1.14		0.114	0.114
1,2,3,7,8-PeCDF	0.03	1.05		0.0315	0.0315	0.846	J	0.02838	0.02838	0.839	J	0.02517	0.02517	0.895	U	0	0.013425
1,2,3,4,7,8-HxCDF	0.3	1.37		0.411	0.411	1.16		0.348	0.348	1.01		0.303	0.303	1.07		0.321	0.321
1,2,3,6,7,8-HxCDF	0.1	3.06		0.306	0.306	2.52	U	0	0.126	2.17		0.217	0.217	2.47		0.247	0.247
1,2,3,8,9-HxCDF	0.1	2.45		0.245	0.245	2.16		0.216	0.216	1.77		0.177	0.177	2.21		0.221	0.221
1,2,3,4,8,9-HpCDF	0.1	1.13		0.113	0.113	0.93	J	0.093	0.093	0.917	J	0.0917	0.0917	0.901	J	0.0901	0.0901
1,2,3,6,8,9-HpCDF	0.1	3.17		0.317	0.317	2.8		0.28	0.28	2.3		0.23	0.23	2.86		0.286	0.286
1,2,3,4,6,7,8-HpCDF	0.01	38.4		0.384	0.384	32.1		0.321	0.321	28.5		0.285	0.285	30.3		0.303	0.303
1,2,3,4,7,8,9-HpCDF	0.01	2.61		0.0261	0.0261	2.21		0.0221	0.0221	1.85		0.0185	0.0185	2.16		0.0216	0.0216
OCDF	0.0003	105		0.0315	0.0315	97.2		0.02916	0.02916	73.9		0.02217	0.02217	82.9		0.02487	0.02487
TOTAL TEQ				9.76	10.02			8.35	8.76			7.13	7.36			7.88	8.16

Qualifiers

J - the reported concentration is an estimated value

U - the analyte was not detected at the estimated detection limit (EDL)

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Table 5b. Dioxin/Furan Results in the Z-samples (ng/kg)

CHEMICAL	TEF	DMMU 1 Z-sample				DMMU 2 Z-sample				DMMU 3 Z-sample				DMMU 4 Z-sample			
		conc	VQ	TEQ (U = 0)	TEQ (U = 1/2 RL)	conc	VQ	TEQ (U = 0)	TEQ (U = 1/2 RL)	conc	VQ	TEQ (U = 0)	TEQ (U = 1/2 RL)	conc	VQ	TEQ (U = 0)	TEQ (U = 1/2 RL)
DIOXIN/FURANS																	
2,3,7,8-TCDD	1	0.25	U	0	0.13	0.633	J	0.633	0.633	0.655	U	0	0.3275	0.425	U	0	0.2125
1,2,3,7,8-PeCDD	1	0.478	J	0.478	0.478	2.42	J	2.42	2.42	2.51	J	2.51	2.51	1.14	J	1.14	1.14
1,2,3,4,7,8-HxCDD	0.1	0.613	J	0.613	0.613	3.28	J	3.28	3.28	3.4	J	3.4	3.4	1.37	J	1.37	1.37
1,2,3,6,7,8-HxCDD	0.1	2.04	J	2.04	2.04	13.6	J	13.6	13.6	14.3	J	14.3	14.3	5.72	J	5.72	5.72
1,2,3,7,8,9-HxCDD	0.1	1.34	J	1.34	1.34	7.5	J	7.5	7.5	7.77	J	7.77	7.77	3.35	J	3.35	3.35
1,2,3,4,6,7,8-HpCDD	0.01	40	J	4	0.4	258	J	258	258	273	J	273	273	93.8	J	93.8	93.8
OCDD	0.0003	321	J	0.0963	0.0963	2030	J	0.609	0.609	2200	J	0.66	0.66	649	J	0.1947	0.1947
2,3,7,8-TCDF	0.1	0.4	J	0.04	0.04	1.61	J	0.161	0.161	1.7	J	0.17	0.17	0.92	J	0	0.046
1,2,3,7,8-PeCDF	0.03	0.246	J	0.0738	0.0738	1.21	J	0.0363	0.0363	1.28	J	0.0384	0.0384	0.615	J	0.01845	0.01845
1,2,3,4,7,8-HxCDF	0.3	0.314	J	0.0942	0.0942	1.54	J	0.462	0.462	1.6	J	0.48	0.48	0.695	J	0.2085	0.2085
1,2,3,6,7,8-HxCDF	0.1	0.551	J	0.0551	0.0551	2.91	J	0.291	0.291	3.29	J	0.329	0.329	1.45	J	0.145	0.145
1,2,3,7,8,9-HxCDF	0.1	0.523	J	0.0523	0.0523	2.5	J	0.25	0.25	2.77	J	0.277	0.277	1.2	J	0.12	0.12
1,2,3,7,8,9-HxCDF	0.1	0.262	J	0.0262	0.0262	1.16	J	0.116	0.116	1.28	J	0.128	0.128	0.609	J	0.0609	0.0609
1,2,3,4,6,7,8-HpCDF	0.01	0.384	J	0.0384	0.0384	3.27	J	0.327	0.327	3.44	J	0.344	0.344	1.46	J	0.146	0.146
1,2,3,4,6,7,8-HpCDF	0.01	6.44	J	0.0644	0.0644	35.7	J	0.357	0.357	37.4	J	0.374	0.374	12.8	J	0.128	0.128
1,2,3,4,7,8,9-HpCDF	0.01	0.388	J	0	0.00194	2.26	J	0.0226	0.0226	2.57	J	0.0257	0.0257	0.85	J	0.0085	0.0085
OCDF	0.0003	14.4	J	0.00432	0.00432	98.2	J	0.02946	0.02946	102	J	0.0306	0.0306	24.4	J	0.00732	0.00732
TOTAL TEQ				1.75	1.89			10.73	10.73			10.84	10.97			4.10	4.39

CHEMICAL	TEF	DMMU 5 Z-sample				DMMU 6 Z-sample				DMMU 7 Z-sample				DMMU 8 Z-sample			
		conc	VQ	TEQ (U = 0)	TEQ (U = 1/2 RL)	conc	VQ	TEQ (U = 0)	TEQ (U = 1/2 RL)	conc	VQ	TEQ (U = 0)	TEQ (U = 1/2 RL)	conc	VQ	TEQ (U = 0)	TEQ (U = 1/2 RL)
DIOXIN/FURANS																	
2,3,7,8-TCDD	1	0.423	U	0	0.2115	0.459	U	0	0.2295	0.539	U	0	0.2695	0.463	U	0	0.2315
1,2,3,7,8-PeCDD	1	1.43	J	1.43	1.43	1.44	J	1.44	1.44	2.03	J	2.03	2.03	1.55	J	1.55	1.55
1,2,3,4,7,8-HxCDD	0.1	1.85	J	0.185	0.185	1.76	J	0.176	0.176	2.91	J	0.291	0.291	1.84	J	0.184	0.184
1,2,3,6,7,8-HxCDD	0.1	6.62	J	0.662	0.662	7.08	J	0.708	0.708	9.5	J	0.95	0.95	6.25	J	0.625	0.625
1,2,3,7,8,9-HxCDD	0.1	4.32	J	0.432	0.432	4.05	J	0.405	0.405	6.44	J	0.644	0.644	3.94	J	0.394	0.394
1,2,3,4,6,7,8-HpCDD	0.01	130	J	1.3	0.13	138	J	1.38	1.38	195	J	1.95	1.95	127	J	1.27	1.27
OCDD	0.0003	897	J	0.2991	0.2991	1100	J	0.33	0.33	1290	J	0.397	0.397	943	J	0.2829	0.2829
2,3,7,8-TCDF	0.1	0.856	J	0.0856	0.0856	0.964	J	0.0964	0.0964	1.02	J	0.102	0.102	1.17	J	0.117	0.117
1,2,3,7,8-PeCDF	0.03	0.653	J	0.01959	0.01959	0.772	J	0.02316	0.02316	1.02	J	0.0306	0.0306	0.816	J	0.02448	0.02448
1,2,3,4,7,8-HxCDF	0.3	0.721	J	0.2163	0.2163	0.918	J	0.2754	0.2754	1.16	J	0.348	0.348	0.909	J	0.2727	0.2727
1,2,3,6,7,8-HxCDF	0.1	1.53	J	0.153	0.153	2.95	J	0.295	0.295	3.59	J	0.359	0.359	1.91	J	0.191	0.191
1,2,3,7,8,9-HxCDF	0.1	1.41	J	0.141	0.141	1.68	J	0.168	0.168	2.58	J	0.258	0.258	1.65	J	0.165	0.165
1,2,3,7,8,9-HxCDF	0.1	0.619	J	0.0619	0.0619	0.816	J	0.0816	0.0816	1.83	J	0.183	0.183	0.714	J	0.0714	0.0714
1,2,3,4,6,7,8-HpCDF	0.01	1.79	J	0.179	0.179	1.99	J	0.199	0.199	3.21	J	0.321	0.321	2.06	J	0.206	0.206
1,2,3,4,6,7,8-HpCDF	0.01	18.1	J	0.181	0.181	20.6	J	0.206	0.206	38.1	J	0.381	0.381	19.9	J	0.199	0.199
1,2,3,4,7,8,9-HpCDF	0.01	1.28	J	0.0128	0.0128	1.48	J	0.0148	0.0148	2.58	J	0.0258	0.0258	1.44	J	0.0144	0.0144
OCDF	0.0003	49.4	J	0.01482	0.01482	41.9	J	0.01257	0.01257	69	J	0.0207	0.0207	47.1	J	0.01413	0.01413
TOTAL TEQ				5.37	5.58			5.64	5.91			8.28	8.55			5.11	5.58

Qualifiers

J - the reported concentration is an estimated value

U - the analyte was not detected at the estimated detection limit (EDL)

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Table 6. Results of DDT, DDD, And DDE supplemental evaluations of DMMU 2

CHEMICAL	DMMP Guidelines			DMMU Composite Results											
	SL	BT	ML	DMMU 2 - Original	DMMU 2 - Field Duplicate	DMMU 2 - Archive Replicate 1	DMMU 2 - Archive Replicate 2	DMMU 2 - Replicate 1 with GPC cleanup	DMMU 2 - Replicate 2 with GPC cleanup	DMMU 2 - Replicate 3 with GPC cleanup	DMMU 2 - Replicate 4 with Acid cleanup				
	Lab Analysis Date			07/30/2014	07/30/2014	11/15/2014	11/15/2014	12/	09/16/2014	11/15/2014	09/16/2014				
	PESTICIDES (µg/kg)			conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ
4,4'-DDD	16	—	—	290 J	4.3 J	4.7 J	4.2 J	4.6 J	4.4 J	5.5 J	5.0 J				
4,4'-DDE	9	—	—	170 J	2.7 J	2 J	1.9 J	2.3 J	2.5 J	2.5 J	4.2 J				
4,4'-DDT	12	—	—	5500 J	1.8 UJ	2 U	2 U	3.1 U	0.99 U	3.3 U	2.9 UJ				
Total DDT	50	69		5960 J	8.8 J	6.7 J	6.1 J	6.9 J	6.9 J	8.0 J	9.2 J				

CHEMICAL	DMMP Guidelines			Individual Core Results									
	SL	BT	ML	Core 3a	Core 3b	Core 3b - with Acid cleanup	Core 4a	Core 4b	Core 4b - with Acid cleanup				
	Lab Analysis Date			11/15/2014	09/16/2014	12/16/2014	11/15/2014	09/16/2014	12/16/2014				
	PESTICIDES (µg/kg)			conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ
4,4'-DDD	16	—	—	7.6	4	6.3	2.8	3.1	3.4				
4,4'-DDE	9	—	—	2.9	1.8 J	3.7 J	1.4 J	1.8 J	3.5 J				
4,4'-DDT	12	—	—	2 U	0.99 U	2.3 UJ	2 U	2.4 U	0.98 UJ				
Total DDT	50	69		10.5	6.6	10	4.2	4.9	6.9				

J = estimated concentration
U = undetected at the reporting limit
UJ = undetected at an estimated quantitation limit

SL = screening level
BT = bioaccumulation trigger
ML = maximum level

SL exceedance
ML exceedance

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Table 7. Z-sample chemical results compared to SMS regulatory guidelines.

CHEMICAL	2013 Freshwater Guidelines		DMMU 1 z-sample		DMMU 2 z-sample		DMMU 3 z-sample		DMMU 4 z-sample		DMMU 5 z-sample		DMMU 6 z-sample		DMMU 7 z-sample		DMMU 8 z-sample	
	SCO/SL1	CSL/SL2	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ
CONVENTIONALS																		
Gravel, %			11.5		1.3		0.7		1.7		0.1		0.9		0.4		0.7	
Sand, %			45.9		42		47.9		26.6		44.2		53.4		48.2		52	
Silt, %			29.8		43.5		39.5		54.1		40.4		36.1		38.7		35.7	
Clay, %			12.9		13.1		11.9		17.6		15.4		9.7		12.9		11.6	
Total Solids, %			59.8		39.7		41.4		48.1		48.9		48.2		43.8		47.5	
Total Organic Carbon, %			1.8		2.4		2.7		2.7		1.8		3.1		1.5		2.4	
Total Ammonia, mg N/kg			75		156		159 J		157 J		211		113 J		259		198	
Total Sulfides, individual core - mg/kg			15.4		109		150		24.4		96.5		30.1		108		33.4	
Volatile Solids, %			6.1		11.4		12.8		8.4		7.1		9.9		10.5		10.4	
METALS (mg/kg dry)																		
Arsenic	14	120	3.39 J		7.6 J		8.2 J		5.7 J		4.8 J		7.16 J		7.1 J		6.7 J	
Cadmium	2.1	5.4	0.4		0.7		0.7		0.5		0.6		0.5		0.6		0.6	
Chromium	72	88	49		47		45		56		47		42.2		46		46	
Copper	400	1,200	22.7		27.5 J		26.7 J		23.6 J		21.9 J		19.6 J		24.6		24.9	
Lead	360	>1300	10		29		34		25		15		24		23		65	
Mercury	0.66	0.8	0.04 J		0.09		0.08		0.07		0.06		0.07		0.08 J		0.09 J	
Nickel	38 ¹	110	45		42 J		40 J		44 J		39 J		38 J		41		43	
Selenium	11	>20	0.295 J		0.57 J		0.57 J		0.507 J		0.501 J		0.49 J		0.47 J		0.48 J	
Silver	0.57	1.7	0.062 J		0.095 J		0.114 J		0.075 J		0.093 J		0.078 J		0.09 J		0.103 J	
Zinc	3,200	>4200	61		100		94		78		82		77		96		85	
ORGANOTIN COMPOUNDS (mg/kg dry)																		
Monobutyltin	540	>4800	n.a		n.a		n.a		n.a		n.a		n.a		n.a		n.a	
Dibutyltin	910	130,000	n.a		n.a		n.a		n.a		n.a		n.a		n.a		n.a	
Tributyltin	47	320	n.a		n.a		n.a		n.a		n.a		n.a		n.a		n.a	
Tetrabutyltin	97	>97	n.a		n.a		n.a		n.a		n.a		n.a		n.a		n.a	
BULK PETROLEUM HYDROCARBONS (mg/kg dry)																		
TPH - Diesel	340	510	25		40		41		37		32		42		22		47	
TPH - Residual	3,600	4,400	50		110		110		98		110		120		72		150	

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Table 7. Z-sample chemical results compared to SMS regulatory guidelines.

CHEMICAL	2013 Freshwater Guidelines		DMMU 1		DMMU 2		DMMU 3		DMMU 4		DMMU 5		DMMU 6		DMMU 7		DMMU 8	
	SCO/SL1	CSL/SL2	z-sample conc	LQ	z-sample conc	LQ	z-sample conc	LQ	z-sample conc	LQ	z-sample conc	LQ	z-sample conc	LQ	z-sample conc	LQ	z-sample conc	LQ
PAHs (ug/kg dry)																		
Total PAHs	17,000	30,000	889.9		414.9		694		300.2		619.5		408.7		539.2		416.4	
Naphthalene			26		5.8		12		6.8		4.3 J		6.6		6		5.9	
Acenaphthylene			4.7 U		4.8 UJ		2.8 J		4.8 UJ		4.3 J		4.9 UJ		4.8 U		4.8 U	
Acenaphthene			160		2.8 J		8.3		5.2 J		3.7 J		4.3 J		3.5 J		2.7 J	
Fluorene			24 J		4.4 J		8.4 J		5.8 J		5.4 J		7.1 J		5 J		5.1 J	
Phenanthrene			400 J		36 J		70 J		38 J		44 J		45 J		47 J		38 J	
Anthracene			33 J		7.4 J		12 J		5.5 J		8.1 J		8.3 J		6.4 J		6.3 J	
1-Methylnaphthalene			4.7 U		4.8 UJ		3.1 J		4.8 UJ		4.8 U		4 J		4.8 U		4.8 U	
2-Methylnaphthalene			13		4.1 J		7		5.7 J		3.2 J		6.5		3.7 J		4 J	
Fluoranthene			75		72		130		48		140		60		92		73	
Pyrene			81 J		86 J		160 J		60 J		130 J		68 J		130 J		88 J	
Benzo(a)anthracene			14 J		26 J		40 J		16 J		33 J		23 J		29 J		22 J	
Chrysene			24		42		61		28		65		43		50		40	
Total benzofluoranthenes			24		58		83		38		83		58		72		55	
Benzo(a)pyrene			4.7 U		25		34		18		35		28		33		26	
Indeno(1,2,3-c,d)pyrene			6 J		16 J		22 J		12 J		24 J		17 J		22 J		16 J	
Dibenzo(a,h)anthracene			4.7 UJ		5.4 J		6.2 J		3.4 J		6.8 J		4.9 J		6.6 J		5.4 J	
Benzo(g,h,i)perylene			9.9 J		24 J		37 J		16 J		34 J		25 J		33 J		27 J	
PHTHALATE ESTERS (ug/kg dry)																		
Di-n-butyl phthalate	380	1,000	19 U		19 U		20 U		19 U		19 U		19 U		20 U		19 U	
Bis(2-ethylhexyl)phthalate	500	22,000	48		120		150		290		220		130		160		190	
Di-n-octyl phthalate	39	>1100	19 U		19 U		20 U		19 U		19 U		19 U		20 U		19 U	
PHENOLS (ug/kg dry)																		
Phenol	120	210	46		42		88		47		21		64		130		92	
4-Methylphenol	260	2,000	19 U		19 U		20 U		19 UJ		19 U		19 U		20 U		19 U	
Pentachlorophenol	1,200	>1200	24 U		24 U		25 U		24 UJ		24 U		24 U		25 U		24 U	
MISCELLANEOUS EXTRACTABLES (ug/kg dry)																		
Benzoic acid	2,900	3,800	400		490 J		1000 J		720 J		280 J		729 J		1100		830	
Dibenzofuran	200	680	19 U		19 U		20 U		19 U		19 U		19 U		20 U		19 U	

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Table 7. Z-sample chemical results compared to SMS regulatory guidelines.

CHEMICAL	2013 Freshwater Guidelines		DMMU 1 z-sample		DMMU 2 z-sample		DMMU 3 z-sample		DMMU 4 z-sample		DMMU 5 z-sample		DMMU 6 z-sample		DMMU 7 z-sample		DMMU 8 z-sample	
	SCO/SL1	CSL/SL2	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ	conc	LQ
PESTICIDES (ug/kg dry)																		
Beta-Hexachlorocyclohexane	7.2	11	0.49 U		0.49 U		0.5 U		0.49 U		0.49 U		0.5 U		0.49 U		0.5 U	
Carbazole	900	1100	19 U		19 U		9.9 U		19 U		19 U		19 U		20 U		19 U	
Endrin ketone	8.5	****	0.99 U		0.98 U		0.99 U		0.99 U		0.99 U		0.99 U		0.98 U		1 U	
Dieldrin	4.9	9.3	0.99 U		0.98 U		0.99 U		0.99 U		0.99 U		0.99 U		0.98 U		1 U	
Total DDE*	21	33	1.1 J		2.5		3.8		1.5		1.4		1.8		2.0		2.5	
Total DDD*	310	860	2.4		5.3		10		3.2		2.2		4.2		3.7		5.6	
Total DDT*	100	8,100	0.99 U		4.4		51		0.99 U		3.6 U		0.99 U		6.3 U		1 U	
PCBs (ug/kg dry)																		
Total PCBs	110	2,500	8.7 J		25.6		33.9		15 J		19.5		19.9 J		21.8		23.3 J	

J = estimated concentration

U = undetected

SCO = sediment cleanup objective

CSL = cleanup screening level

**** No value could be set due to limited data above the SCO/SL1 concentration

[†] Western WA background value for nickel adopted by DMMP at SMARM 2014

n.a. = not analyzed

*sum of 2,4' and 4,4' isomers

SCO exceedance

CSL exceedance

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Table 8. *Hyaella azteca* 10-day mortality results

	Mean Mortality (%)	±	$M_T - M_C$	$M_T - M_C > 25\%$?	$M_T - M_C$	$M_T - M_C > 15\%$?	Statistically greater than control?	Transformation	1-Hit Criteria: $M_T - M_C > 25\%$ and M_T vs. M_C SS ($p=0.05$)	2-Hit Criteria: $M_T - M_C > 15\%$ and M_T vs. M_C SS ($p=0.05$)	Interpretation
Control	0.0	0.0	Negative control mortality ≤ 20%. Acceptable Test.		Control mortality ≤ 25%. Acceptable Test.		---	---	---	---	---
DMMU 1 z-sample	0.0	0.0	0.0	no	0.0	no	no	---	no	no	no hit
DMMU 2 z-sample	2.5	4.6	2.5	no	2.5	no	no	---	no	no	no hit
DMMU 3 z-sample	1.3	3.5	1.3	no	1.3	no	no	---	no	no	no hit
DMMU 4 z-sample *	1.7	4.1	1.7	no	1.7	no	no	---	no	no	no hit
DMMU 5 z-sample	1.3	3.5	1.3	no	1.3	no	no	---	no	no	no hit
DMMU 6 z-sample	0.0	0.0	0.0	no	0.0	no	no	---	no	no	no hit
DMMU 7 z-sample	1.3	3.5	1.3	no	1.3	no	no	---	no	no	no hit
DMMU 8 z-sample	1.3	3.5	1.3	no	1.3	no	no	---	no	no	no hit

* due to insufficient sample volume, six replicates were used

Table 9. *Chironomus dilutus* 20-day mortality results

	Mean Mortality (%)	±	$M_T - M_C$	$M_T - M_C > 25\%$?	$M_T - M_C$	$M_T - M_C > 15\%$?	Statistically greater than control?	Transformation	1-Hit Criteria: $M_T - M_C > 25\%$ and M_T vs. M_C SS ($p=0.05$)	2-Hit Criteria: $M_T - M_C > 15\%$ and M_T vs. M_C SS ($p=0.05$)	Interpretation
Control	14.3		Negative control mortality ≤ 32%. Acceptable Test.		Control mortality ≤ 35%. Acceptable Test.		---	---	---	---	---
DMMU 1 z-sample	26.3		12.0	no	12.0	no	no	---	no	no	no hit
DMMU 2 z-sample	33.8		19.5	no	19.5	yes	yes	arcsin	no	yes	hit
DMMU 3 z-sample	13.8		-0.5	no	-0.5	no	no	---	no	no	no hit
DMMU 4 z-sample *	23.8		9.5	no	9.5	no	no	---	no	no	no hit
DMMU 5 z-sample	21.3		7.0	no	7.0	no	no	---	no	no	no hit
DMMU 6 z-sample	21.3		7.0	no	7.0	no	no	---	no	no	no hit
DMMU 7 z-sample	10.0		-4.3	no	-4.3	no	no	---	no	no	no hit
DMMU 8 z-sample	13.8		-0.5	no	-0.5	no	no	---	no	no	no hit

* due to insufficient sample volume, six replicates were used

Kenmore Federal Navigation Channel
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Table 10. Chironomus dilutus 20-day growth results

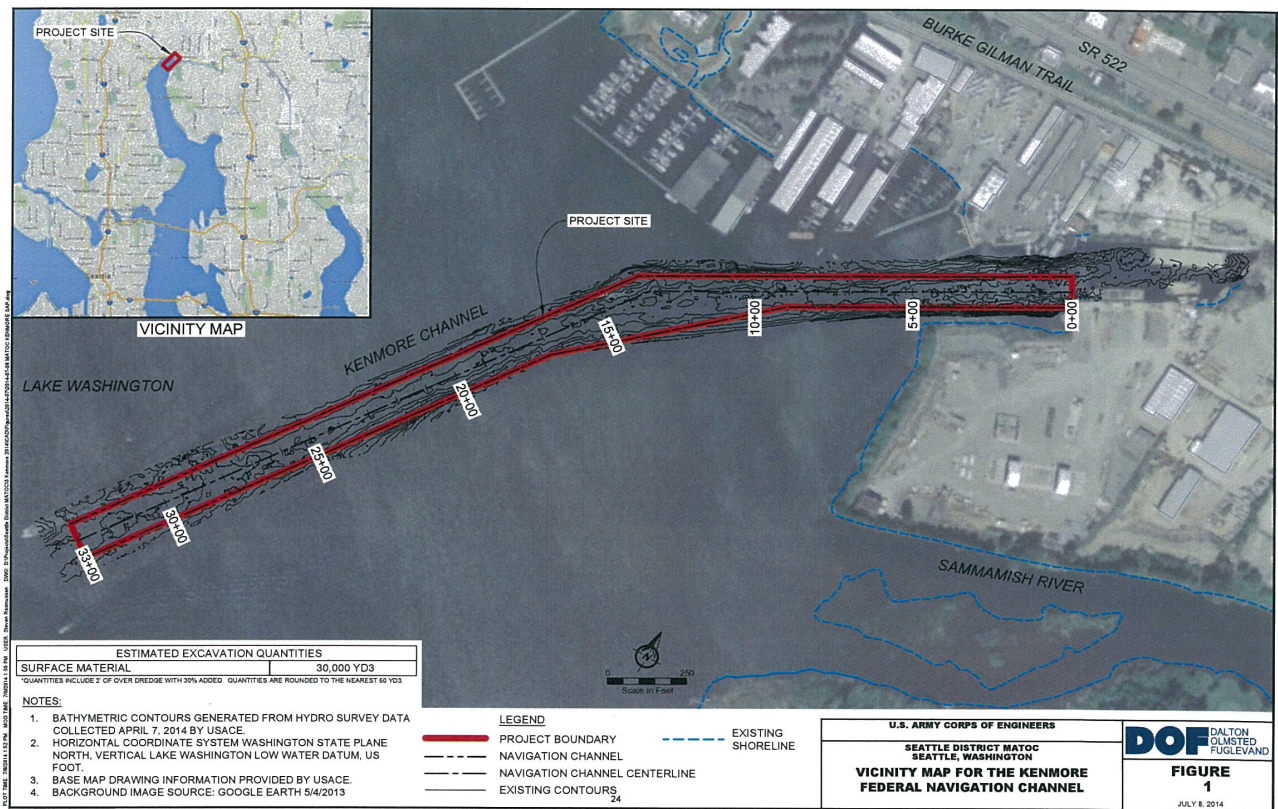
	Growth - mean individual AFDW (mg)	Control Performance $MIG_c > 0.6$ (mg/individual)	Reference Performance $MIG_r/MIG_c \geq 0.8$ (mg/individual)	$MIG_r - MIG_c$	$MIG_{rs} < MIG_c$ ($p=0.05$)	Transformation	1-Hit Criteria: $MIG_r/MIG_c < 0.6$ and $MIG_{rs} < MIG_c$ ($p=0.05$)	2-Hit Criteria: $MIG_r/MIG_c < 0.75$ and $MIG_{rs} < MIG_c$ ($p=0.05$)	Interpretation
Control	1.4	1.4	1.0	---	---	---	---	---	---
DMMU 1 z-sample	1.4	---	---	0.97	no	---	no	no	no hit
DMMU 2 z-sample	1.5	---	---	1.03	no	---	no	no	no hit
DMMU 3 z-sample	1.4	---	---	0.94	no	---	no	no	no hit
DMMU 4 z-sample	1.4	---	---	1.00	no	---	no	no	no hit
DMMU 5 z-sample	1.4	---	---	0.96	no	---	no	no	no hit
DMMU 6 z-sample	1.6	---	---	1.11	no	---	no	no	no hit
DMMU 7 z-sample	1.3	---	---	0.92	no	---	no	no	no hit
DMMU 8 z-sample	1.4	---	---	1.01	no	---	no	no	no hit

Kenmore Federal Navigation Channel
 DMMP Suitability Determination
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Table 11. Summary of bioassay results

Sample	<i>Hyallella</i> Survival	<i>Chironomus</i> survival	<i>Chironomus</i> growth	Summary interpretation
DMMU 1 z-sample	no hit	no hit	no hit	no hit
DMMU 2 z-sample	no hit	X	no hit	no hit
DMMU 3 z-sample	no hit	no hit	no hit	no hit
DMMU 4 z-sample	no hit	no hit	no hit	no hit
DMMU 5 z-sample	no hit	no hit	no hit	no hit
DMMU 6 z-sample	no hit	no hit	no hit	no hit
DMMU 7 z-sample	no hit	no hit	no hit	no hit
DMMU 8 z-sample	no hit	no hit	no hit	no hit

no hit = passes SMS guidelines
 X = hit under the 2-hit rule (minor hit)
 XX = hit under the 1-hit rule (major hit)



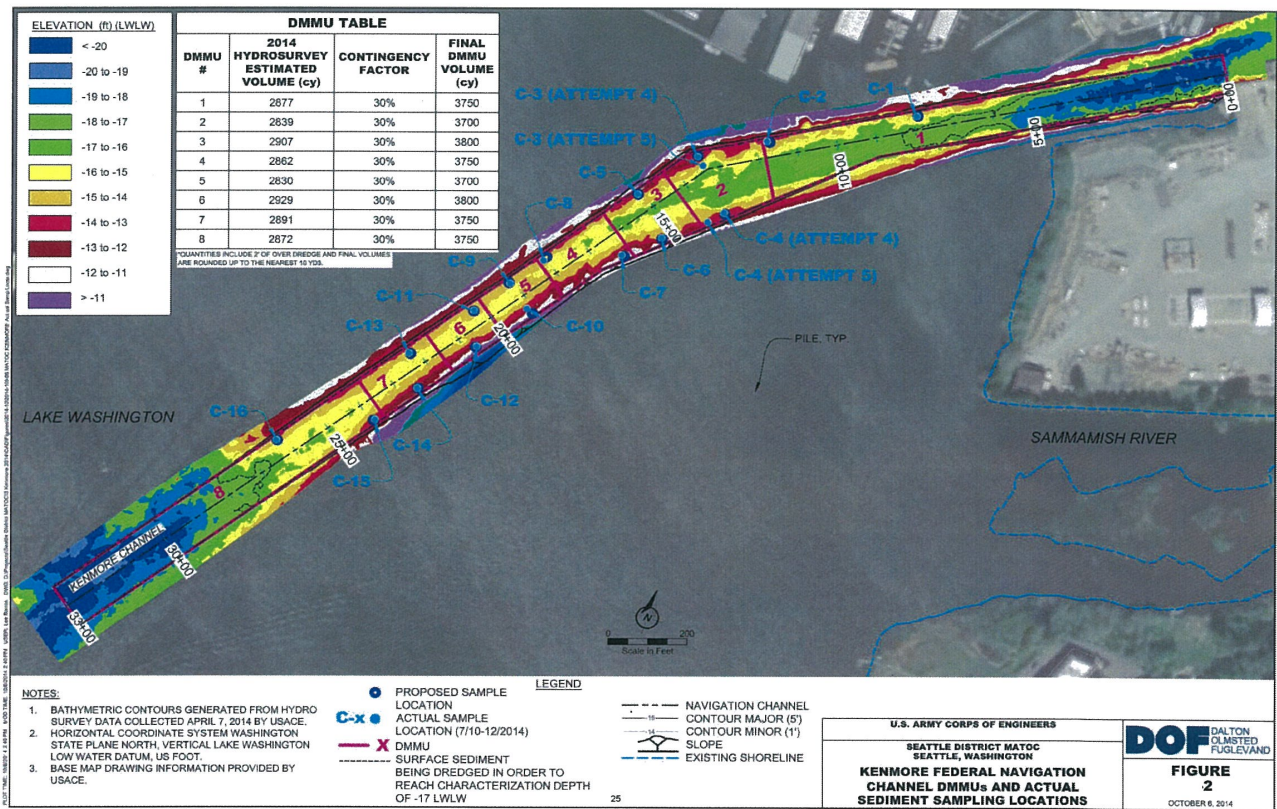
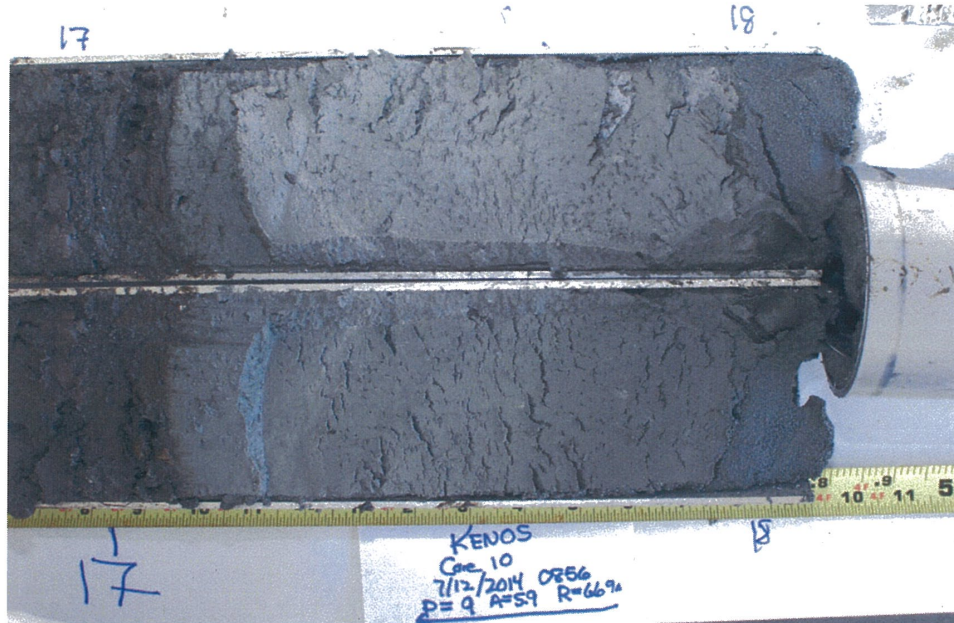


Figure 3. Photograph of core 10, transition from accumulated dredge material to native clay below - 17 ft LWLW.



Attachment 1

Final 12-11-14

ARCH WORK PROGRAM: 2015

I. PROJECT ASSISTANCE

A. Oversight of Local Monetary Assistance

ARCH Trust Fund. Review applications and make recommendations for requests of local monetary funds through the ARCH Housing Trust Fund process. Includes helping to coordinate the application process and use of funds for various programs.

Objective: Allocation of \$1,000,000 or more through the ARCH Housing Trust Fund Process, and create or preserve a minimum of 50 units.

For the 'Parity Program', provide updated annual information to members, and achieve the base line goal for levels of direct assistance.

Provide a variety of types of affordable housing and that meet other funding priorities as specified in the ARCH Trust Fund Criteria.

Centralized Trust Fund System. Monitor centralized trust fund process including:

- Produce regular monitoring reports for the ARCH Trust Fund account.
- Work with Administrating Agency (Bellevue) to prepare contracts and distribute funds for awarded projects.
- Monitor funded projects including evaluating performance and tracking loan payments. Includes monitoring for long term sustainability of previously funded projects and working with other funders in the initial overall review, and any follow up evaluation of individual projects.

Objective: Monitor ongoing financial activities of the ARCH Trust Fund account and provide updated information to members.

Develop sustainable strategies for the HTF to meet local housing goals and preserve publicly assisted affordable housing.

King County / State Funding Programs. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, etc) and State (Tax Credit, DOC) funds. Includes providing input to the King County Home Consortium on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.

Objective: In consultation with County, local staff and housing providers, seek to have funds allocated on a countywide basis by the County and State allocated proportionately throughout the County including the ARCH Sphere of Influence.

B. Special Initiatives This includes a range of activities where ARCH staff assist local staff with specific projects. Activities can range from feasibility analysis, assisting with requests for proposals, to preparation of legal documents (e.g. contracts, covenants). Following are either

existing initiatives or examples of initiatives likely to emerge:

Trust Fund Long Term Issues.

ARCH Trust Fund: Dedicated Funding Source. Continue work that began in 2014 to explore and evaluate the feasibility of a dedicated funding source to supplement general fund contributions for the ARCH Trust Fund. Work in 2015 is expected to focus on working with council to develop a recommendation, and as applicable initial steps of implementing any recommendation.

Surplus Property/Underdeveloped Property. Assist as needed member cities' evaluation of potentially surplus public property or underutilized private property (e.g. faith community properties) for suitability of affordable housing. Currently identified opportunities include:

-
- Continue to assist Sammamish with coordinating development on the surplus city site by Habitat for Humanity of East King County.
- Continue to assist Sammamish staff with coordinating the development of the city's surplus site for ownership housing with Habitat for Humanity.
- Continue to assist Redmond staff with coordinating the development of the 160th site for senior affordable housing development in Downtown Redmond.
- Continue to explore opportunities for catalyst projects in transit oriented neighborhoods such as Bel-Red, Overlake and central Mercer Island that include affordable housing and other features that help implement neighborhood plan objectives.
- Lake Washington School District property in NE Rose Hill.

Winter Shelter. Support efforts by Eastside Human Services Forum, EHAC and cities to develop an East King county sub-regional strategic approach to winter shelter for homeless adults and families. This work will also include working with member cities and local services agencies to implement a long term strategy for providing winter shelter. In 2015 expected work will include in securing capital funding and identification of an appropriate site. Overall goal is to implement a long term strategy by the end of 2016.

Objective: Identify one or more specific sites in East King County to be made available for housing and member jurisdictions to develop a long term strategy for addressing winter shelter for homeless persons and families.

Eastside Homebuyer Program.

Continue working with Washington State Housing Finance Commission to implement the third phase of the House Key Plus ARCH Down Payment Assistance Program. Include a program assessment and potential refinements of program to respond to current market conditions. As part of this assessment explore with King County and other jurisdictions overall approaches to providing affordable ownership housing.

Objective: Maintain operation of the Homebuyer Assistance Program and implement updates.

HUD Assisted Housing. Continue to monitor and actively pursue efforts to preserve existing HUD assisted affordable housing.

Objective: Preserve existing federally assisted affordable housing in East King County and prevent from converting to market rate housing.

II. HOUSING POLICY PLANNING

Work items in this section are grouped into the following basic areas of activity:

- Work with individual members on local planning efforts.
- Efforts coordinated through ARCH that benefits multiple members of ARCH.
- Track legislation that increases tools available to cities to create affordable housing.
- Participation in regional workgroups that impact local housing efforts.

A. Local Planning Activities

ARCH Housing Strategy Program. ARCH members collectively identified a number of Priority Housing Strategies to help guide local housing activities and ARCH assistance to cities. These include:

- Ongoing education of staffs and officials through Housing 101 Workshops for staffs and new local officials; updating information in the Housing 101 Workbook, annual study sessions with member councils to review current issues and activities and materials profiling current programs and housing trends.
- Assisting members that incorporate priority strategies into their local work program (e.g. property tax exemption program in mixed use zones, regulatory incentive programs, regulations to increase housing diversity (mixed use, innovative housing, housing emphasis zones). (Note: See Local Housing Efforts below for specific activities by members.)

Housing Background Information. On an annual basis, ARCH will continue to provide updated housing data information as available. This updated housing information is available to members and will be incorporated into ARCH education fliers and Housing 101 report.

Objective: On a regular basis, conduct education sessions for new local officials and staffs on local housing conditions and programs, and hold annual discussion with member councils on recent housing trends and efforts.

Continue to keep member jurisdictions and the broader community aware of local housing conditions to assist in their efforts to evaluate current and future efforts to meet local housing objectives. Include research on recent housing trends, and responses to these trends.

Housing Elements / Housing Strategy Plans. Over the past year, ARCH staff has assisted a number of members with updates to the Housing Element of their Comprehensive Plans including completing a Housing Needs Assessment. Most of the work has completed with these updates, but ARCH staff will continue to assist members through the Comprehensive Plan adoption process by Councils. For a number of members, their Housing Element includes a policy to prepare a Housing Strategy Plan to identify and prioritize strategies to implement Housing Element policies. In 2015, ARCH staff anticipates assisting a number of members with developing a local Strategy Plan.

Objective: Assist with preparation of Housing Strategy plans for members that include such a policy in their Housing Element.

Accessory Dwelling Units (ADUs). Several ARCH members have expressed interest in evaluating current ADU regulations and explore other ways to increase availability of ADUs. ARCH staff will assist with convening interested ARCH member cities to evaluate existing ADU regulations and determine ways to inform the broader community.

Planning Efforts Related to Homelessness. Several ARCH members have expressed interest in evaluating local procedures and potentially exploring more collaborative approaches to addressing issues related to local homeless needs. ARCH staff will assist local staff in researching and as needed convening joint work in this area.

Impact Fee Waivers. In response to revisions of state law allowing impact fee waivers for affordable housing, support as needed ARCH member cities' review and adoption of local legislation to implement state authority to grant impact fee waivers.

Local Housing Efforts. ARCH staff will continue to assist local staffs in local efforts to update land use, zoning and other codes in order to implement Comprehensive Plan policies. Following are specifically identified areas that ARCH will assist local staff with accomplishing.

Objective: Assist local staff with completion of the following updates of local codes and specific plans:

Bellevue

Assist City with a Housing Strategy Plan.

Assist City staff with implementing administrative procedures for the Bel-Red land use incentive program.

Assist with Council evaluation of a Multifamily Tax Exemption program in the City and if adopted development of administrative procedures.

Assist in identifying opportunities for affordable housing and implementation of affordable housing strategies in identified East Link corridors and station areas where transit oriented housing and mixed income housing development is an important component of the initial planning work.

Assist in innovative housing ordinance for NB properties within the Newport Hills Commercial Center.

Bothell

Assist city with a Housing Strategy Plan.

Assist city staff with review and update of existing Accessory Dwelling Units regulations.

Assist city staff with work related to affordable housing component of the city's LIFT program in their downtown areas. Includes assisting with any reporting

requirements and potentially exploring additional opportunities for affordable housing on city owned properties in the downtown revitalization area.

Assist city staff with evaluating the updated state legislation regarding impact fee waivers for affordable housing, and explore potential revisions to local regulations related to impact fee waivers for affordable housing.

Clyde Hill

Assist City with rental of City's affordable rental unit.

Issaquah

Assist City with a Housing Strategy Plan.

Continue work with City staff to implement development standards and regulations related to the housing policies adopted in the Central Issaquah Plan and Central Issaquah Standards.

Based on policy direction in Central Issaquah Plan, assist City staff with research and presentation to council related to establishing a Multifamily Tax Exemption program in Central Issaquah. If program is approved by Council, assist staff with establishing administrative procedures.

As needed, assist City staff with administration of the affordable housing provisions of the Lakeside and Rowley development agreements.

Issaquah Highlands: Monitor the implementation of any remaining portions of the Issaquah Highlands affordable housing development agreement.

Assist City staff in preparing an annual Affordable Housing Report Card/Analysis – a 2014 Council Goal.

Kenmore

Assist City with a Housing Strategy Plan

Assist in review of affordable housing regulations as needed for the City's Transit Oriented District.

Assist staff with assessing and potentially updating impact fee waiver regulation.

Consult and provide assistance to City staff on specific sites with affordable housing opportunities such as in the downtown and on city owned property.

Kirkland

Assist City with an update to their Housing Strategy Plan.

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations and/or using the optional multifamily tax exemption program.

Assist City staff with housing issues that come before Council Planning and Economic Development Committee and resulting initiatives.

Assist City staff with affordable housing preservation efforts and initiatives.

Mercer Island

Assist City with a Housing Strategy Plan.

Assist staff with Town Center code revisions as they pertain to affordable housing.

Assist City staff with completion of administrative procedures and documents associated with the land use incentive and tax exemption programs for Town Center.

Provide project support for Town Center development projects that include affordable housing.

Newcastle

Assist City with a Housing Strategy Plan.

Assist with agreements for any project that would include an affordable housing requirement, including those related to the Community Business Center.

Assist staff with outreach effort related to ADUs.

Redmond

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations.

Continue to assist staff with coordinating the development of the 160th site for senior affordable housing development in Downtown. (See Special Initiatives).

Assist with the creation of user guides for implementing housing requirements.

Assist with the implementation of other high priority items identified in the Strategic Housing Plan, such as encouraging public/private partnerships to promote the development of affordable housing in urban centers.

Assist with pursuit of creative ways to implement the provisions for affordable housing in projects such as the Group Health and Limited Edition Development Agreements in Overlake; including exploring ways to leverage other resources.

Assist with the promotion of affordable housing and other programs available to Redmond residents and developers, e.g., Accessory Dwelling Units (ADUs) (see above).

Assist with carrying out implementation strategies that result from the investigation of emerging housing markets and East Link Corridor housing strategies as described below under regional issues.

Assist City staff and Council with evaluating and, if appropriate, implementing a tax incentive program for affordable housing, as allowed under RCW 84.14.

Provide assistance as needed in further planning and implementing neighborhood plans (e.g. Southeast Redmond) with respect to housing.,

As follow up to City's adoption of Section 8 anti-discrimination ordinance, assist with education outreach effort to landlords regarding Section 8 program. Potentially do in cooperation with other jurisdictions.

Sammamish

Assist City with an update to their Housing Strategy Plan.

Assist City staff with development and implementation for site donated to Habitat (see special initiatives).

Evaluate Strategy Plan to assess if work should commence on any priority strategies (e.g. Senior Housing opportunities).

Assist City staff with implementation of Town Center affordable housing provisions

Woodinville

Assist City staff with a Housing Strategy Plan.

Assist with review and any update of affordable housing and accessory dwelling unit programs and regulations.

Assist City staff and Planning Commission with evaluating and developing incentives for affordable housing as provided for in the Downtown/Little Bear Creek Master Plan area.

Yarrow Point

Assist Planning Commission and Council with a review and potential update of current ADU regulations, and assist with effort to increase public awareness of local provisions.

King County See Regional/Planning Activities below.

Complete standard covenants, and monitor the implementation of the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements. This includes monitoring annual progress toward achieving affordability goals; and providing information to developers on details

about how the program is implemented.

General Assistance. In the past, there have been numerous situations where members have had requests for support on issues not explicitly listed in the Work Program. Requests range from technical clarifications, to assisting with negotiating agreements for specific development proposals, to more substantial assistance on unforeseen planning initiatives. ARCH sees this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

B. Regional/Countywide Planning Activities

PSRC – Growing Transit Communities (GTC). PSRC in a partnership with public and private agencies from the Central Puget Sound region with a HUD Sustainable Communities Planning Grant completed a a regional GTC strategy plan. Several ARCH members and ARCH are participating in follow up efforts coordinated by the GTC Advisory Committee. ARCH staff will assist member jurisdictions to evaluate and implement GTC strategies relevant to their respective communities. Some specific activities for individual members are described above in the Local Housing Efforts section. One general activity being pursued is a loan acquisition program (REDI). ARCH will participate in work groups and if enacted assist with implementation. Another general area of activity could be to assist member cities with familiarizing the development community about local housing incentives available in their communities.

Objective: Obtain information that is applicable to ARCH member cities' housing development efforts and assist with implementing GTC strategies.

Countywide Planning Policies (CPP) for Affordable Housing. The Growth Management Planning Council adopted updated CPPs for housing. This also included several follow up work program items to begin implementation of some of the policies. ARCH staff will assist the regional work group on these follow up work program items (e.g. identifying and collecting key regional data for monitoring progress).

Legislative Items. ARCH staff will track state and federal legislative items that relate to affordable housing that could impact members' ability to address affordable housing. As needed, staff will report back to the Executive Board and members, and when directed coordinate with other organizations (e.g. AWC, Prosperity Partnership, WLIHA) to contact legislators regarding proposed legislation.

Committee to End Homelessness (CEH)/ Eastside Homeless Advisory Committee (EHAC). Anticipated work of the CEH in the coming year includes continued coordinated allocation of resources, and initiating several specific proposals (e.g. shelters, addressing homelessness for veterans, families conversion process, and youth and young adults). Role for ARCH staff is expected to include participating in the CEH Funders group and its efforts to coordinate funding, and inform ARCH members and the general public of CEH/EHAC activities. Also continue to participate in efforts to implement homeless efforts within East King County through EHAC, including longer term solutions for winter shelters in East King County (see Special Initiatives).

Objective: Keep member jurisdictions informed of significant regional issues and pending legislation that could affect providing housing in East King County.

Ensure that perspectives of communities in East King County are addressed in regional housing activities, including the Committee to End Homelessness.

Have one or more specific local programs initiated as part of the 10 Year Plan to End Homelessness.

III. HOUSING PROGRAM IMPLEMENTATION

Monitoring Affordable Rental Housing. Administer ongoing compliance of affordability requirements. This includes affordable rental housing created through direct assistance (e.g. Trust Fund allocation, land donations) from member jurisdictions, and through land use incentives. Some Trust Fund projects also require monitoring of project cash flow related to loans made by jurisdictions to projects (see I. Project Assistance). An objective in 2015 is to update administrative procedures in response to changing practices in the real estate market such as payment of various utilities by residents.

Objective: Ensure projects are in compliance with affordability requirements which involve collecting annual reports from projects, screening information for compliance, and preparing summary reports for local staffs. To the extent possible this work shall:

- Minimize efforts by both owners and public jurisdictions.
- Coordinate ARCH's monitoring efforts with efforts by other funding sources such as using shared monitoring reports.
- Utilize similar documents and methods for monitoring developments throughout East King County.
- Ensure accurate records for affordable ownership units, including audit units for owner occupancy and proper recording of necessary documentation.
- Establish working relationship with other public organizations that can help assess how well properties are maintained and operated (e.g. code compliance, police, and schools).

Monitoring Affordable Ownership Housing. As more price restricted homes are created, monitoring of affordable ownership housing created through local land use regulations is becoming of increased importance. In addition, will continue to monitor general trends with ownership units, enforcement of covenant provisions (e.g. leasing homes, foreclosure), and as necessary evaluate and if warranted, complete revisions to the ownership covenants. This effort will include convening member planning staff to review potential revisions, consulting with King County and other local ownership programs, and seeking approval from Secondary Market lenders (e.g. FHA, Fannie Mae) of any potential revisions. Also continue to maintain a list of households potentially interested in affordable ownership housing.

Objective: Oversee resale of affordable ownership homes. Address issues related to ongoing compliance with program requirements (e.g. leasing homes, foreclosures).

Complete revisions to the affordability covenant and administrative procedures to better protect against potential loss of long term affordability.

Information for public on Affordable Housing. Maintain lists of affordable housing in East King County (rental and ownership), and making that available as needed to people looking for affordable housing.

Objective: Maximize awareness of affordable housing opportunities in East King County through the ARCH web site, public flyers and other means to assist persons looking for affordable housing.

Relocation Plans. Assist as necessary with preparing relocation plans and coordinate monitoring procedures for developments required to prepare relocation plans pursuant to local or state funding or regulatory requirements.

Objective: Maximize efforts to ensure that existing households are not unreasonably displaced as a result of the financing or development of new or existing housing.

IV. SUPPORT/EDUCATION/ADMINISTRATIVE ACTIVITIES

Education/Outreach. Education efforts should tie into efforts related to public outreach/input on regional housing issues (see Local Planning Activities). However, much of ARCH's outreach/education work will occur through work with individual members on local housing efforts. As part of Housing 101, in addition to the Housing 101 workbook and related brochures, conduct some type of specific education event. In 2015, Housing 101 could entail a more public event such as the Community Recognition Awards or short videos to be broadcast on local cable channels.

Objective: Develop education tools to inform councils, staffs and the broader community of current housing conditions, and of successful efforts achieved in recent years.

Be a resource for members to assist with outreach and education activities on affordable housing associated with local planning efforts.

Conduct specific education events for ARCH member staff, commissioners and council members.

Create outreach tools/efforts that inform the broader community of affordable housing resources available to residents.

ARCH Web Site. Update on a regular basis information on the ARCH website, including information related to senior housing opportunities. Add new section to the website that provides more details and administrative materials for affordable incentive programs available through ARCH members and fair housing information. Add a new page to the website that provides a quarterly update on a timely topic, and disperse information to member councils and staffs.

Objective: Maintain the ARCH web site and update the community outreach portion by incorporating information from Housing 101 East King County, as well as updated annual information, and links to other sites with relevant housing

information (e.g. CEH, HDC).

Make presentations, including housing tours, to at least 10 community organizations.

Media coverage on at least six topics related to affordable housing in East King County related to work done by Cities/ARCH and articles in local city newsletters.

Advice to Interested Groups. Provide short-term technical assistance to community groups, faith communities and developers interested in community housing efforts. Meet with groups and provide suggestions on ways they could become more involved. In 2015, undertake an effort to educate realtors about local Affordable Ownership program.

Objective: Increase awareness of existing funding programs by potential users.

Increase opportunities for private developers and Realtors working in partnership with local communities on innovative/affordable housing.

Assist community based groups who want to provide housing information to the broader community by assisting with preparing background information.

Administrative Procedures. Maintain administrative procedures that efficiently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Prepare quarterly budget performance and work program progress reports, including Trust Fund monitoring reports. Prepare the Annual Budget and Work Program. Work with Executive Board to develop multi-year strategy for the ARCH Administrative Budget. Staff the Executive and Citizen Advisory Boards. Continue to inquire among cities within the ARCH Sphere of Influence that are not members of ARCH (e.g. Snoqualmie Valley cities) potential interest in becoming a member of ARCH.

Objective: Maintain a cost effective administrative budget for ARCH, and keep expenses within budget. Administrative costs should be equitably allocated among ARCH's members.

Maintain membership on the ARCH Citizen Advisory Board that includes broad geographic representation and a wide range of housing and community perspectives.

2015 ARCH Administrative Budget

Final 12-12-14

I. ANNUAL OPERATING EXPENSES

Item	2014 Budget	2015 Budget	Change Budget	Percent Change
Staffing *				
Sub-total	\$ 561,506	\$ 580,799	\$ 19,292	3%
Rent	\$ 21,600	\$ 22,248	\$ 648	3%
Utilities	Incl^	Incl^	Incl^	Incl^
Telephone	\$ 3,296	\$ 3,395	\$ 99	3%
Operating				
Travel/Training	\$ 2,000	\$ 2,000	\$ -	0%
Auto Mileage	\$ 3,150	\$ 3,150	\$ -	0%
Copier Costs	\$ 2,000	\$ 2,000	\$ -	0%
Office Supplies	\$ 2,060	\$ 2,348	\$ 288	14%
Office Equipment Service	\$ 1,500	\$ 1,500	\$ -	0%
Fax/Postage	\$ 1,200	\$ 1,200	\$ -	0%
Periodical/Membership	\$ 3,700	\$ 3,700	\$ -	0%
Misc. (e.g. events, etc.)	\$ 1,680	\$ 1,680	\$ -	0%
Insurance	\$ 8,700	\$ 9,135	\$ 435	5%
Reorganization Admin	\$ 650	\$ 650	\$ -	
Sub-total	\$ 26,640	\$ 27,363	\$ 723	3%
TOTAL	\$ 613,042	\$ 633,805	\$ 20,762	3.39%

* Actual salary increases based on Bellevue's approved Cost of Living Adjustment

II. ARCH ADMINISTRATIVE BUDGET: 2015 IN-KIND CONTRIBUTIONS

Salary	Annual Cost	Value of In-King Contributions Bellevue	Required Cash
Manager	\$ 117,994	\$ 117,994	\$ -
Benefits	\$ 38,690	\$ 38,690	\$ -
Associate Planner I	\$ 101,685		\$ 101,685.02
Benefits	\$ 35,856		\$ 35,855.86
Associate Planner II	\$ 87,707		\$ 87,707.14
Benefits	\$ 33,427		\$ 33,426.50
Clerk I	\$ 71,867		\$ 71,867.24
Benefits	\$ 30,674		\$ 30,673.53
Clerk II	\$ 38,095		\$ 38,095.04
Benefits	\$ 24,804		\$ 24,803.92
Sub-total	\$ 580,799	\$ 156,684	\$ 424,114.25
Rent at Family Resource Cc	\$ 22,248		\$ 22,248.00
Utilities	Incl^		
Telephone	\$ 3,395		\$ 3,394.88
Travel/Training	\$ 2,000		\$ 2,000.00
Auto Mileage	\$ 3,150		\$ 3,150.00
Copier Costs	\$ 2,000		\$ 2,000.00
Office Supplies	\$ 2,348		\$ 2,348.40
Office Equipment	\$ 1,500		\$ 1,500.00
Fax/Postage	\$ 1,200		\$ 1,200.00
Periodical/Membership	\$ 3,700		\$ 3,700.00
Misc.	\$ 1,680	\$ 219	\$ 1,461.33
Insurance	\$ 9,135	\$ 9,135	\$ 8,916.33
Reorganization Cost	\$ 650	\$ 650	\$ -
Sub-total	\$ 27,363	\$ 10,004	\$ 17,359.73
TOTAL	\$ 633,805	\$ 166,688	\$ 467,116.86

III. ARCH ADMINISTRATIVE BUDGET: RESOURCE DISTRIBUTION

A. Cash Contributions		2014	2015	Change	Percent Change
Bellevue	\$	-	\$	-	-
Bothell	\$	45,890	\$	52,731.94	\$ 6,841.78
Issaquah	\$	27,565	\$	40,542.65	\$ 12,977.15
King County	\$	43,466	\$	43,466.00	\$ -
Kirkland	\$	81,310	\$	103,129.49	\$ 21,819.54
Mercer Island	\$	29,882	\$	29,882.38	\$ -
Newcastle	\$	11,675	\$	13,425.89	\$ 1,751.03
Redmond	\$	65,020	\$	70,460.67	\$ 5,441.10
Woodinville	\$	12,864	\$	13,867.53	\$ 1,003.47
Beaux Arts Village	\$	1,569	\$	1,569	\$ -
Clyde Hill	\$	3,205	\$	3,760	\$ 555.30
Hunts Point	\$	1,569	\$	1,569	\$ -
Medina	\$	3,218	\$	3,785	\$ 567.95
Yarrow Point	\$	1,569	\$	1,569	\$ -
Sammamish	\$	53,334	\$	60,644	\$ 7,309.30
Kenmore	\$	25,918	\$	26,713	\$ 795.20
Other	\$	-	\$	-	\$ -
TOTAL	\$	408,055	\$	467,117	\$ 59,061.83
B. In-Kind Contributions		2014	2015	Change	Percent Change
Bellevue	\$	153,342	\$	166,688	\$ 13,346 8.70%
TOTAL	\$	153,342	\$	166,688	\$ 13,346
C. Total Contributions *		2014	2015	Change	Percent Change
Bellevue	\$	153,342	\$	166,688	\$ 13,346 8.70%
Bothell	\$	45,890	\$	52,732	\$ 6,841.78 14.91%
Issaquah	\$	27,565	\$	40,543	\$ 12,977.15 47.08%
King County	\$	43,466	\$	43,466	\$ - 0.00%
Kirkland	\$	81,310	\$	103,129	\$ 21,819.54 26.84%
Mercer Island	\$	29,882	\$	29,882	\$ - 0.00%
Newcastle	\$	11,675	\$	13,426	\$ 1,751.03 15.00%
Redmond	\$	65,020	\$	70,461	\$ 5,441.10 8.37%
Woodinville	\$	12,864	\$	13,868	\$ 1,003.47 7.80%
Beaux Arts Village	\$	1,569	\$	1,569	\$ - 0.00%
Clyde Hill	\$	3,205	\$	3,760	\$ 555.30 17.33%
Hunts Point	\$	1,569	\$	1,569	\$ - 0.00%
Medina	\$	3,218	\$	3,785	\$ 567.95 17.65%
Yarrow Point	\$	1,569	\$	1,569	\$ - 0.00%
Sammamish	\$	53,334	\$	60,644	\$ 7,309.30 13.70%
Kenmore	\$	25,918	\$	26,713	\$ 795.20 3.07%
Other**	\$	51,645	\$	-	\$ (51,645.00)
TOTAL REVENUE	\$	613,042	\$	633,805	\$ 20,762.44 3.39%
TOTAL COSTS	\$	613,042	\$	633,805	\$ 20,762.45 3.39%

BALANCE \$0

* Changes are disproportionate in order to realign contributions based on recent annexations and updated census population figures.

** ARCH administrative reserves and misc income.

Subject/Topic: Resolution 15-252 authorizing execution of documents necessary to fund housing projects recommended by A Regional Coalition for Housing (ARCH) Executive Board. Proposed Council Action/Motion: Council motion to approve Resolution 15-252	For Council Meeting Agenda of: 2/9/15 Department: Executive Prepared by: Debbie Bent, Community Development Director Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager: <u>Initial & Date</u> <i>ALKO 30 Jan 2015</i> <i>[Signature] 1/30/15</i> Exhibits/Attachments: 1. Resolution 15-252 with Exhibit A, Memo dated 12/12/14 Fall 2014 Housing Trust Fund Recommendation, from the ARCH Executive Board	
Expenditure Required \$0	Amount Budgeted \$60,000	Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u> The City of Kenmore approved an Amended and Restated Interlocal Agreement with ARCH on 3/8/10 (Contract 10-C866) with an effective date of 7/1/10. One outcome of the Interlocal agreement was that the City of Bellevue would keep in trust and administer the accumulated funds annually set aside by the City of Kenmore. The ARCH Executive Board Fall 2014 Housing Trust Fund recommendation (See Exhibit A of Attachment 1) includes funding for three projects, with a funding total of \$1,400,800. The actual amount will depend on final action by City Councils. The City of Kenmore requested funding contribution is \$49,285 to assist in funding three projects: \$20,000 for the Congregation for the Homeless/King County Housing Authority EKC Men’s Winter Shelter project; \$25,000 for the Regional Equitable Development Initiative Fund project; and \$4,285 for the Parkview Homes XI project. Staff recommends that Council approve Resolution 15-252 (Attachment 1) providing authorization for the duly appointed administering agency for ARCH (City of Bellevue) to execute all documents necessary to enter into agreements for the funding of affordable housing projects in the amount of \$49,285 as recommended by the ARCH Executive Board, utilizing funds from the City’s Housing Trust Fund. This action has no budgetary impact as the funds have already been budgeted. The City’s Housing Trust Fund cash balance at the end of 2014 (preliminary pending final year end accounting) is \$216,942. There is also \$144,085 committed to projects in development but not yet paid which would reduce the Trust Fund Balance to \$72,857. The \$49,285 funding contribution would be withdrawn from this balance. This balance does not include the City’s 2015 \$30,000 contribution committed in the adopted budget which has yet to be transferred to ARCH. <u>FISCAL CONSIDERATION:</u> The City’s adopted 2015-2016 biennial budget includes \$60,000 in the General Fund as a commitment to the ARCH Housing Trust Fund. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Consistent with the ARCH Interlocal Agreement (Contract 10-C866). Consistent with adopted 2015-2016 budget.		

Attachment 1

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 15-252**

A RESOLUTION authorizing the duly-appointed Administering agency for ARCH to execute all documents necessary to enter into Agreements for the funding of affordable housing projects, as recommended by the ARCH Executive Board, utilizing funds from the City's Housing Trust Fund.

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Kenmore participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, the City Council took action on March 8, 2010 approving the Amended and Restated Interlocal Agreement for ARCH; and

WHEREAS, the City Council desires to use \$49,285 from City funds as designated below to finance the projects recommended by the ARCH Executive Board; now, therefore,

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

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City with: the Regional Equitable Development Initiative (REDI) revolving loan fund for an amount not to exceed \$25,000; with Congregations for the Homeless East King County Men's Permanent Winter Shelter for an amount not to exceed \$20,000; and with Parkview Services Home XI for an amount not to exceed \$4,285.

Section 2. The Agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH

Executive Board's memorandum of December 12, 2014, a copy of which is attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE,
WASHINGTON, AT A REGULAR MEETING THEREOF THIS 9th DAY OF FEBRUARY
2015.**

CITY OF KENMORE

Mayor David Baker

Attest/Authenticated:

Patty Safrin, City Clerk

EXHIBIT
A



Together Center
16225 NE 87th Street, Suite A-3 ♦ Redmond, Washington 98052
(425) 861-3677 ♦ Fax: (425) 861-4553 ♦ www.archhousing.org

MEMORANDUM

TO: City of Bellevue Council Members
City of Clyde Hill Council Members
Town of Hunts Point Council Members
City of Issaquah Council Members
City of Kenmore Council Members
City of Kirkland Council Members
City of Medina Council Members
City of Mercer Island Council Members
City of Newcastle Council Members
City of Redmond Council Members
City of Sammamish Council Members
City of Woodinville Council Members
Town of Yarrow Point Council Members

FROM: Lyman Howard, Chair, and ARCH Executive Board

DATE: December 12, 2014

RE: Fall 2014 Housing Trust Fund (HTF) Recommendation

The ARCH Executive Board has completed its review of the four applications for the Fall 2014 Housing Trust Fund round. The CAB recommends funding for three projects. Recommendations total \$1,400,800 as summarized in the attached table, Proposed Funding Sources. The actual amount will depend on final action by the City Councils.

Following is a summary of the applications, the CAB recommendation and rationale, and proposed contract conditions for the three proposals recommended for funding at this time. Also enclosed is a project summary table, a chart summarizing overall funding sources, an economic summary for each project, and a summary of funded projects to date.

1. Congregations for the Homeless/King County Housing Authority EKC Men's Winter Shelter

Funding Request: \$700,000 (Secured Grant)
50 beds

CAB Recommendation: \$700,000 (Secured Grant)
See attached Funding Chart for distribution of City Funds

ARCH Members

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦ ISSAQUAH ♦ KENMORE ♦ KIRKLAND
MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦ SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

Project Summary:

Congregations for the Homeless (CFH) with the support of King County Housing Authority (KCHA) is applying to ARCH for the acquisition of a property to be developed as a permanent winter shelter for men. For the past six years East King County cities have funded two winter shelters: one for unaccompanied men and one for women and families. CFH has operated the men's emergency winter shelter during that time, at non-permanent locations usually churches or civic buildings, which have sometimes been in single family neighborhoods. The emergency shelter is a low barrier shelter which means few requirements on the shelter guests other than they don't pose a danger to other guests. The emergency shelter started out being open only on severe winter nights, but moved to being open all nights from November through March. This application takes the project a next step to a permanent location better located for shelter guests, and also be able to house daytime services and drop in center. ARCH-member planning staff have already identified a number of locations generally in or near transit-served centers and near services which would be appropriate for siting the shelter. Initially the shelter and daytime services could operate on a similar schedule as the current facilities – night time shelter during winter months and daytime services weekdays throughout the year. To the extent there is additional private and/or public funding support, it could expand the period shelter and day services are available.

The proposed shelter is sized to house at least 50 men. It would include kitchen and dining facilities, gathering space, computer lab, staff and counseling offices, a hygiene center including washrooms, showers and laundry, staff laundry, bedding storage area and sleeping areas. Ultimately the goal is to create a second similar facility for women/families. The acquisition could include a building shell which could be renovated for the purpose of the shelter/day center, or it could mean new construction. The ARCH funding in conjunction with an interim Loan from King County would be used to acquire the property. After acquisition, a final budget will be prepared and other permanent funding will be sought including permanent funding from King County and State Housing Trust Fund and a capital campaign by CFH.

Funding Rationale:

The CAB supported the intent of this application for the following reasons:

- Provides shelter during winter months for at least 50 men and part time daytime services year round which has been a demonstrated need over the past 5 years in East King County.
- Is consistent with Countywide Committee to End Homelessness priorities.
- Operator is respected, and has been successful for six years of operation in serving this population in a winter shelter.
- Would help address challenges of siting a temporary shelter on an annual basis.
- Permanent location would allow it to be better located close to transit and services and not impact single family neighborhoods.
- Permanent facility would provide opportunity to expand period shelter and day services are available with additional operating funds
- KCHA as interim owner will allow CFH to act to secure and hold potential site.

While it is not typical to recommend funding prior to a specific site is identified, it is recognized that there are special circumstances associated with this proposal. First, there is a temporary location for the shelter that is only available the next two winters and a new location needed by winter 2016. Second, acquiring properties in the areas being targeted can be competitive and require relatively quick action to

secure an option. In the recommended conditions, there are several special conditions intended to address these circumstances.

Potential Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo

Special Conditions:

1. Prior to September 1, 2015, CFH shall provide to City or Administering Agency an update on the status of the project which will include: update on status of a site search, updates on the status of the capital campaign and applications for other public funding; updated capital and operating budgets (including reflecting federal funding requirements); and progress toward being able to meet all funding conditions within the 18 month period specified in Condition 2. If the City or Administering Agency evaluation indicates that funding conditions cannot be met within the 18 month funding condition period, (e.g. status of site search, progress on the capital campaign, application for other funding, updated budgets), then the ARCH Executive Board will be authorized to have the funding award expire and CFH will have to reapply to ARCH for funding.
2. In the event the first funding condition is met, the funding commitment shall be extended to eighteen (18) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to City or Administering Agency no later than sixty (60) days prior to the expiration date. City or Administering Agency will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion.
3. CFH will provide a capital campaign strategy by March 2015 which includes key activities and campaign funding target milestones. Sustain operation over time through fundraising and other efforts.
4. With the approval of the ARCH Executive Board, up to \$50,000 of funds may be released for predevelopment expenses including Option money for securing a site, due diligence associated with securing the site and project management during the predevelopment phase. The remaining funds could be released upon all other public funding commitment.
5. Funds shall be used by CFH toward acquisition and related due diligence, construction, design and relocation costs. Final designation of use of funds, including any other project related purpose, must receive written authorization from ARCH staff.
6. Funds will be in the form of a secured grant with no repayment, so long as affordability and target population is maintained, and the service funds necessary to provide services to this population are available.
7. A covenant is recorded ensuring affordability for at least fifty (50) beds for fifty (50) years at 30% AMI maximum income.
8. Upon identification of any specific site being considered CFH shall notify ARCH and the City where the site is located for review and approval. In addition CFH shall furnish to ARCH, for

review by the Citizen Advisory Board, terms for the site acquisition and updated development and operating budgets.

9. By March 2015, an outreach plan will be submitted to ARCH staff for review and approval. The outreach plan will include provisions such as:
 - Provide written notification to neighbors upon identification of a suitable site to include description of the project, and information regarding CFH that will include the website and contact number
 - Send out invitations and provide an opportunity for neighbors to individually and/or as a group to meet with CFH in an Open House or other format regarding the project during the site feasibility stage.
 - Strategies for maintaining community communication after development of a specific site, including information about what to do in case something out of the ordinary occurs.
10. As part of the quarterly monitoring report, CFH shall explicitly include any activities related to the neighborhood outreach plan; and progress of the Capital Campaign including active solicitations, amounts pledged and secured against campaign targets and how funds are allocated to the different projects covered by the campaign.
11. Prior to release of funds, the Agency shall submit to ARCH staff for review and approval the winter shelter operating plan including how the facility will be managed and maintained, maintaining the safety and security of shelter guests as well as neighbors, and the financial operations of the shelter.
12. In the event that any operating support funding levels will be reduced, the Agency shall inform ARCH Staff about the impacts the proposed reduction will have on the budget and plan for services to clients, and what steps shall be taken to address the impacts. A new budget or services plan must be approved by ARCH.

2. REDI (Regional Equitable Development Initiative) Fund

Funding Request:	\$500,000 (Deferred Loan) Unknown number of affordable units
CAB Recommendation:	\$500,000 (Deferred Loan) See attached Funding Chart for distribution of City Funds

Project Summary:

This application is for \$500,000 in seed funding for capitalizing a \$25 million revolving loan fund for the purpose of acquiring sites within a four-county region. The goal is for the program to be operational in 2015. The proposed mission statement for the fund is: "to promote equitable transit communities throughout the central Puget Sound region through strategic property acquisition lending that supports the development and preservation of housing and community facilities that meet the needs of low-income households and are located within walking distance of high-capacity transit services and stations." ARCH's funding combined with several other public funders (King County, Seattle, State Department of Transportation) is intended to then leverage funds from foundations and lenders. The three funding tiers are:

- \$5 million in first tier seed money from public sources;

- \$7.5 million second tier from foundations and mission driven investors;
- \$12.5 million third tier from banks and community development financial institutions.

The revolving loan is expected to be in place for at least ten years and when stopped, funds would be returned to investors with private investors being paid first, and principal returned to public funders as remains. The basic program follows models used in other parts of the country including the Denver Transit Oriented Development Fund, and the Bay Area Transit Oriented Affordable Housing (TOAH) Fund.

The REDI Fund proposal emerges from the work of the Growing Transit Communities (GTC) Partnership, a consortium of public, private, and non-profit stakeholders led by the Puget Sound Regional Council (PSRC). A framework and draft business plan for this project was developed by Enterprise Community Partners and Impact Capital, both of which are Community Development Finance Institutions (CDFIs) that are active in the central Puget Sound region.

Funding Rationale:

The CAB supported the intent of this application for the following reasons:

Would allow acquisition in areas evolving as supported by transit ahead of escalating property values

- Would leverage significant funding from banks and mission-driven organizations. The relatively small public investment by ARCH would give East King County developers access to acquisition loans to the order of several million dollars.
- The REDI fund will fill the gap in the spectrum of financial products currently available to developers interested in equitable TOD by allowing mixed income projects, providing longer term loans for land banking purposes, and providing larger loans for larger sites and completed properties.
- Revolving loan means potential for funds being made available to several projects in succession, and a return to city if the program is ended.
- Loans would be secured by real estate which could be sold at future value should individual projects not move forward.

While the CAB supports the intent of the REDI fund, because it is in its formative stage, it is not as evolved as many other programs. In addition, the program is unique in that it will support a wide range of types of housing with different financing and affordability levels. While these circumstances provide challenges, it is still recommended to make a conditioned funding award at this time because of the important intent of the program, and it would also allow ARCH members to be involved with the development of the program and better insure that ARCH member interests are accounted for in the program. The conditions clarify program issues that at a minimum must be addressed prior to program implementation and also provide for the ARCH Executive Board final review.

Potential Conditions:

Special / Revised Conditions:

1. The funding commitment shall continue for nine (9) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to City staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date, and expected schedule for start of construction and project completion. City staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant will demonstrate that all capital

funding has been secured or is likely to be secured within a reasonable period of time. City staff will grant up to a 12 month extension.

2. Funds shall be used by the Agency toward seed money for loan fund.
3. Completion of an Interlocal Agreement and Credit Agreement that is reviewed and approved through the ARCH Executive Board and that at a minimum address:
 - Program and project criteria including:
 - Geographic balance for use of the fund, with goals for sub-regions including East King County.
 - Defined transit oriented neighborhood areas eligible for use of the fund with flexibility over time to account for changes in land use and transit service.
 - Criteria for eligible borrowers.
 - Overall affordability goals for housing created through fund. This should allow for different levels of affordability to encourage a range of types of developments and variety of financing approaches.
 - Criteria for establishing loan terms (e.g. amount, interest rate, duration) for individual projects.
 - Guidelines regarding eligible types of development, with the primary objective being the development of housing that includes affordable housing in stand-alone or mixed use development. Also provisions to help benefit other non-housing uses (e.g. community facilities; small businesses) as a secondary use in mixed use developments to encourage vibrant urban centers.
 - Minimum developer contributions and how REDI funds could be blended with other funding sources.
 - Review/underwriting criteria for evaluating individual sites, including establishing milestones to be able to evaluate appropriate progress on individual sites. Include some level of flexibility in these criteria to be responsive to different market conditions throughout the region.
 - Procedures for disposition or other use of properties that are not able to proceed as proposed.
 - Clear direction/policy regarding relocation.
 - Governance issues including:
 - Committee structure (Oversight and/or Loan), membership, frequency of meetings and responsibilities. Address ARCH Representation in governance structure.
 - Process for identifying a fund manager and the roles and responsibilities of the fund manager.
 - Procedures/process the fund will use to review individual applications and develop funding recommendation.
 - The amounts and terms of funds from each investor, including minimum funding levels needed from each funding tier for program to become operational.
 - How losses are allocated.
 - Process for regular review and evaluation of REDI Fund activity and revisions to fund priorities and structure
4. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion.

5. Funds will be in the form of a deferred 0% interest loan with repayment upon closing the loan pool.

3. Parkview Homes XI

Funding Request: \$200,800 (Secured Grant)
3 Beds

CAB Recommendation: \$200,800 (Secured Grant)
See attached Funding Chart for distribution of City Funds

Project Summary:

Parkview Services, a Shoreline-based non-profit organization which to date has done 158 beds in 53 properties in the region, with this project is proposing to develop two homes in King County. The ARCH application is to help fund one of those homes, a Supportive Living Services Home in Bothell or Kirkland. The other home will be in Federal Way. For the ARCH sphere home they plan to acquire and remodel a three-bedroom house that will serve three (3) low-income individuals with developmental disabilities. A specific home will be identified once all funding is committed. Improvements will include remodeling to meet both Evergreen sustainability and ADA (Americans with Disabilities Act) accessibility standards, and a monitored fire suppression system.

There currently is no site control. The house to be bought will be remodeled to include accessibility features necessary for the initial tenants and for future tenants. Parkview will be looking to acquire suitably laid out minimum 1,500 square foot rambler-style houses that can easily be modified for accessibility.

Funding Rationale:

The CAB supported the intent of this application for the following reasons:

- Serves neediest developmentally disabled residents by relying on referrals from the State DDD for new residents
- Provides housing for a population (Special Needs housing) that currently is below long term ARCH Trust Fund goals
- Property will have 24/7 non-resident care provider coverage
- Acquisitions to be done near transit and community amenities
- Developer has long track record with properties in King County and good reputation with funders and Department of Developmental Disabilities
- Is on the Department of Commerce Trust Fund LEAP (Legislative Evaluation and Accountability Program) list in the special needs set aside

Potential Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo

Special / Revised Conditions:

1. The funding commitment shall continue for six (6) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will

provide a status report on progress to date, and expected schedule for start of construction and project completion. ARCH staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time. ARCH staff will grant up to a 12 month extension. If necessary a second extension of up to 6 months may be requested by following the same procedures as the first extension.

2. Funds shall be used by the Agency toward acquisition and closing costs and developer fee. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use.
3. Parkview shall not proceed with searching for a home until all funding commitments have been received. The Agency shall only purchase unoccupied homes or owner occupied homes in order to not trigger local and federal relocation regulations.
4. Prior to acquisition, the Agency shall submit an appraisal by a qualified appraiser. The appraisal shall be equal to or greater than the purchase price.
5. If CDBG is a funding source, site control cannot be entered into until the completion of the HUD required Environmental Assessment. The option agreement shall contain language that addresses federal funds' "choice-limiting" restrictions.
6. Funds will be in the form of a secured grant with no repayment, so long as affordability and target population is maintained, and the service/care providers have a contract with DDD for funds necessary to provide services to this population.
7. A covenant is recorded ensuring affordability for at least 50 years, with three beds for developmentally disabled individuals at or below 30% of area median income at move in.
8. Unless otherwise approved by ARCH staff the development budget for the ARCH sphere house shall include:
 - The development budget will include a minimum of \$3,000 of private sources provided by the applicant.
 - \$467,500 combined for acquisition and construction cost. In the event that total acquisition and rehab costs, including contingency, exceeds this amount, additional costs shall be covered by private sources from the applicant.
 - Developer fee shall not exceed \$55,000.
9. Replacement Reserves will be funded out of operations at \$1,500 for the first year with an annual increase of 3.5% per year for replacement reserves and \$500 for the first year with an annual increase of 3.5% per year for operating reserves.
10. Residents referred from DDD will not receive Section 8 assistance.

11. All cash flow after payment of operating expenses shall be placed into a project reserve account that can be used by the applicant for project related operating, maintenance or services expenses. Any other use of these reserves funds must be approved by ARCH staff.
12. In the event that any operating support funding levels will be reduced, the Agency shall inform ARCH Staff about the impacts the proposed reduction will have on the budget and plan for services to the DD clients, and what steps shall be taken to address the impacts. A new budget or services plan must be approved by ARCH. Parkview must find other sources to make up shortfall.
13. The Agency will notify ARCH when they enter into an option or purchase and sale agreement for any home, providing information on the location of the home and terms for acquiring the home. No home considered for acquisition will be within two blocks of another home owned by Agency unless otherwise approved by ARCH staff. The option and purchase and sales agreement shall contain language that addresses federal funds' "choice-limiting" restrictions.
14. Prior to closing on a home, an individualized outreach plan will be submitted to ARCH staff for review and approval. The outreach plan will include provisions such as:
 - At time of a mutually accepted purchase and sales agreement, provide written notification to neighbors to include Parkview's intention to purchase the house, description of the project, and information regarding Parkview, property manager and the service provider that will include their websites and contact names/numbers;
 - At time when the home is ready to open and after tenants move in, provide invitations to neighbors for an opportunity such as an open house to individually and/or as a group to meet with Parkview and the service provider regarding the project. Provide contact information for service provider, property manager and Parkview.
15. Once home is selected the Agency shall include ARCH Staff in the inspection of the property and development of the final scope of work for the rehab. The final scope of work for the basic construction budget shall include, at a minimum, all work necessary for licensing of the home and correction of substandard health and safety conditions. Prior to start of construction, the Agency shall submit the final scope of work for ARCH Staff approval, along with evidence that construction costs have been confirmed by a qualified contractor and are within the basic construction budget. All uses of construction contingency funds must be approved by ARCH staff prior to authorization to proceed with such work.
16. Prior to release of funds, the Agency shall submit to ARCH staff for review and approval drafts of all documents related to the provision of services to residents and management of the property, including the Memorandum of Understanding with the service provider, form of lease agreement with residents, and services agreement between DDD and the Service Provider. These documents shall at a minimum address: tenant selection procedures through DDD; management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises; community and neighbor relations procedures; a summary of ARCH's affordability requirements as well as annual monitoring procedure requirements. The plan shall also detail policies and procedures regarding resident turnover with the express purpose placing new residents in available beds and limiting vacancies.

Standard Conditions:

1. The Applicant shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by city staff. If the Applicant is unable to adhere to the budgets, City or Administering Agency must be immediately notified and (a) new budget(s) shall be submitted by the Applicant for the City's approval. The City shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Applicant. Failure to adhere to the budgets, either original or as amended may result in withdrawal of the City's commitment of funds.
2. The Applicant shall submit evidence of funding commitments from all proposed public sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Applicant shall immediately notify City or Administering Agency, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to City or Administering Agency's review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to: contractor solicitation, bidding and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to repay (bridge) acquisition finance costs.
4. The Applicant shall maintain documentation of any necessary land use approvals and permits required by the city where the projects are located.
5. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion. If applicable, submit initial tenant information as required by City or Administering Agency.

**ARCH HOUSING TRUST FUND (HTF) APPLICATIONS
2014**

Applicant	Funds Requested (Grant/Loan) / Recommendation	Housing Type/ # of units/ bdrms	Income Served	Project Location	Duration of benefit	Total cost per unit	HTF cost per affordable unit	Project completion
ARCH REDI Fund (TOD Land Banking)	\$500,000 Loan	Acquisition of Properties suitable for development as affordable housing TBD	Will vary from 30% to market rate	4 County Area Sites to be determined Geographic distribution targets, including ARCH sphere	30 years or more presumed	Unknown	Unknown	
KCHA/ Congregations for the Homeless	\$700,000 Secured Grant	Acquisition/ Rehab or New Construction 50	50 beds @ 30% Homeless	ARCH Sphere of Influence	50 Years	\$64,000/bed	\$14,000	Nov 2017
Parkview Services DD Home	\$200,800 Secured Grant	Acq/Rehab of Home for Developmentally Disabled 3	3 @ 30%	ARCH Sphere of Influence – Kirkland/Bothell Site to be determined	50 Years	\$184,836	\$66,933	Fall 2015

2014 HOUSING TRUST FUND: PROPOSED FUNDING SOURCES
EXECUTIVE BOARD 12/11/14

		PROJECT			
SOURCE		CFH / KCHA Winter Shelter	REDI Land Fund	Parkview DD Home	TOTAL
Request		\$ 700,000	\$ 500,000	\$ 200,800	\$ 1,400,800
CAB Recommendation		\$ 700,000	\$ 500,000	\$ 200,800	\$ 1,400,800
Current Funding					
Sub-Regional CDBG					\$ -
Bellevue	CDBG				\$ -
	General Fund	\$ 383,500	\$ 250,000	\$ 55,900	\$ 689,400
Issaquah	General Fund	\$ 20,000	\$ 36,500	\$ 5,291	\$ 61,791
Kirkland	General Fund	\$ 160,000	\$ 120,000	\$ -	\$ 280,000
	CDBG			\$ 80,152	\$ 80,152
Mercer Is.	General Fund	\$ 7,000	\$ 11,500	\$ 1,500	\$ 20,000
Redmond	General Fund	\$ 50,000	\$ 50,000	\$ -	\$ 100,000
	CDBG			\$ 47,232	\$ 47,232
Newcastle	General Fund	\$ 7,800		\$ 700	\$ 8,500
Kenmore	General Fund	\$ 20,000	\$ 25,000	\$ 4,285	\$ 49,285
Woodinville	General Fund	\$ 4,000	\$ 7,000	\$ 1,500	\$ 12,500
Sammamish	General Fund	\$ 18,000		\$ 1,600	\$ 19,600
Clyde Hill	General Fund	\$ 13,800		\$ 1,200	\$ 15,000
Medina	General Fund	\$ 11,300		\$ 1,040	\$ 12,340
Yarrow Point	General Fund	\$ 2,300		\$ 200	\$ 2,500
Hunts Point	General Fund	\$ 2,300		\$ 200	\$ 2,500
TOTAL		\$ 700,000	\$ 500,000	\$ 200,800	\$ 1,400,800
	CDBG	\$ -	\$ -	\$ 127,384	\$ 127,384
	General Fund	\$ 700,000	\$ 500,000	\$ 73,416	\$ 1,273,416

ARCH HOUSING TRUST FUND, 2014

Leveraging Funds - -

	ARCH REDI Fund		KCHA/Congregations EKC Perm Winter Shelter		Parkview Seives ARCH Sphere Home		TOTAL
Prior ARCH Commitment							\$0
New ARCH Request	\$500,000		\$700,000		\$200,800		\$1,400,800
ARCH TOTAL	\$ 500,000	2%	\$ 700,000	22%	\$ 200,800	36%	\$ 1,400,800
King County							
Prior KC Commitment			\$1,000,000		\$175,308		\$0
HOF/HOME/CDBG							\$1,175,308
2060/2163							\$0
Veterans/Human Services							\$0
Other	\$ 1,000,000						\$1,000,000
KC TOTAL	\$ 1,000,000	4%	\$ 1,000,000	31%	\$ 175,308	32%	\$2,175,308
Prior WA Commitment							\$0
WA HAP							\$0
WA HTF	\$0 *		\$900,000		\$175,400		\$1,075,400
WA HFC (Equity Fund)							\$0
WSHFC Washington Works							\$0
WA TOTAL	\$ -	0%	\$ 900,000	28%	\$ 175,400	32%	\$1,075,400
Federal/HUD							\$0
Section 811							\$0
McKinney							\$0
Other (Mobility Grant)	\$ 2,500,000						\$2,500,000
FEDERAL TOTAL	\$ 2,500,000	0%	\$ -	0%	\$ -	0%	\$2,500,000
Tax Credits		0%		0%		0%	\$0
Prior Tax Credit Commitment		0%		0%		0%	\$0
Other Prior							
TCAP		0%		0%		0%	\$0
Bonds		0%		0%		0%	\$0
Bank Loans	\$ 12,500,000	50%		0%		0%	\$12,500,000
Deferred Developer Fee		0%		0%		0%	\$0
Private	\$7,500,000	30%	\$600,000	19%	\$3,000	1%	\$8,103,000
Other (City of Seattle)	\$1,000,000	4%		0%		0%	\$1,000,000
TOTAL COST	\$ 25,000,000	90%	\$ 3,200,000	100%	\$ 554,508	100%	\$ 28,754,508

Total New

ECONOMIC SUMMARY: EKC Men's Permanent Winter Shelter

1. Applicant/Description: Congregations for the Homeless/KCHA / Development of shelter to serve a minimum of 50 homeless men, plus serve as day center

2. Project Location: ARCH Sphere of Influence

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	\$700,000	Applied for Fall 2014
King County	\$1,000,000	Applied for Interim Fall 2014 Applying for Permanent in Fall 2015
Commerce Trust Fund	\$900,000	Applying in Fall 2015
Capital Campaign	\$600,000	Committed
TOTAL	\$3,200,000	

4. Conceptual Development Budget:

ITEM	TOTAL	PER BED	HTF
Acquisition	\$1,337,000	\$26,740	\$680,000
Relocation	\$20,000	\$400	\$20,000
Construction	\$1,556,600	\$31,132	
Design	\$52,000	\$1,040	
Development Consultant	\$50,000	\$1,000	
Other consultants	\$14,000	\$280	
Permits/Fees/Hookups	\$83,200	\$1,664	
Finance costs	\$48,000	\$960	
Reserves	\$25,000	\$500	
Other development costs*	\$14,200	\$284	
TOTAL	\$3,200,000	\$64,000	\$700,000

*Insurance, Bidding, Development Period Utilities and Accounting

5. Debt Service Coverage: Secured grant, no repayment if in compliance.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the grant amount upon non-compliance with any of the funding conditions.

7. Rental Subsidy: None

ECONOMIC SUMMARY: PARKVIEW XI

1. Applicant/Description: Parkview Services / Acquisition and remodeling of home to serve 3 persons living with developmental disabilities

2. Project Location: Bothell/Kirkland area

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	\$200,800	Applied for Fall 2014
King County	\$175,308	Applied for Fall 2014
Commerce Trust Fund	\$175,400	Applied for Fall 2014
Owner Equity	\$3,000	Committed
TOTAL	\$554,508	

4. Development Budget:

ITEM	TOTAL	PER BED	HTF
Acquisition	\$412,000	\$137,333	\$180,800
Construction	\$57,500	\$19,167	
Design	\$16,000	\$5,333	
Consultants	\$2,950	\$983	
Developer fee	\$55,000	\$18,333	\$20,000
Finance costs	\$3,508	\$1,169	
Reserves	\$3,000	\$1,000	
Other development costs*	\$4,550	\$1,517	
TOTAL	\$554,508	\$184,836	\$200,800

* Development Period Utilities, Insurance, Accounting

5. Debt Service Coverage: Secured grant, no repayment if in compliance.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the grant amount upon non-compliance with any of the funding conditions.

7. Rental Subsidy: None

FIGURE 1
ARCH: EAST KING COUNTY TRUST FUND SUMMARY
 LIST OF CONTRACTED PROJECTS FUNDED (1993 - Spring 2014)

Project	Location	Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
1. Family Housing						
Andrews Heights Apartments	Bellevue	Imagine Housing	24	\$400,000		
Garden Grove Apartments	Bellevue	DASH	18	\$180,000		
Overlake Townhomes	Bellevue	Habitat of EKC	10	\$120,000		
Glendale Apartments	Bellevue	DASH	82	\$300,000		
Wildwood Apartments	Bellevue	DASH	36	\$270,000		
Somerset Gardens (Kona)	Bellevue	KC Housing Authority	198	\$700,000		
Pacific Inn	Bellevue *	Pacific Inn Assoc. *	118	\$600,000		
Eastwood Square	Bellevue	Park Villa LLC	48	\$600,000		
Chalet Apts	Bellevue	Imagine Housing	14	\$163,333		
Andrew's Glen	Bellevue	Imagine Housing	10 /11	\$387,500		
Bellevue Apartments	Bellevue ***	LIHI ***	45	\$800,000		
YWCA Family Apartments	K.C. (Bellevue Sphere)	YWCA	12	\$100,000		
Highland Gardens (Klahanie)	K.C. (Issaquah Sphere)	Imagine Housing	54	\$291,281		
Crestline Apartments	K.C. (Kirkland Sphere)	Shelter Resources	22	\$195,000		
Parkway Apartments	Redmond	KC Housing Authority	41	\$100,000		
Habitat - Patterson	Redmond **	Habitat of EKC **	24	\$446,629		
Avon Villa Mobile Home Park	Redmond **	MHCP **	93	\$525,000		
Terrace Hills	Redmond	Imagine Housing	18	\$442,000		
Village at Overlake Station	Redmond **	KC Housing Authority **	308	\$1,645,375		
Summerwood	Redmond	DASH	166	\$1,187,265		
Coal Creek Terrace	Newcastle	Habitat of EKC **	12	\$240,837		
RoseCrest (Talus)	Issaquah	Imagine Housing **	40	\$918,846		
Mine Hill	Issaquah	Imagine Housing	28	\$450,000		
Clark Street	Issaquah	Imagine Housing	30	\$355,000		
Lauren Heights (Iss Highlands)	Issaquah **	Imagine Housing/SRI **	45	\$657,343		
Habitat Issaquah Highlands	Issaquah **	Habitat of EKC **	10	\$318,914		
Issaquah Family Village I	Issaquah **	YWCA **	87	\$4,382,584		
Issaquah Family Village II	Issaquah **	YWCA **	47	\$2,760,000		
Greenbrier Family Apts	Woodinville **	DASH **	50	\$286,892		
Plum Court	Kirkland	DASH	61 /66	\$1,000,000		
Francis Village	Kirkland	Imagine Housing	15	\$375,000		
South Kirkland Park n Ride	Kirkland **	Imagine Housing **	46	\$901,395		
Copper Lantern	Kenmore	LIHI **	33	\$452,321		
Habitat Sammamish	Sammamish ** ***	Habitat of KC ***	10	\$853,000		
Homeowner Downpayment Loan	Various	KC/WSHFC/ARCH	87 est	\$615,000		
SUB-TOTAL			1,942	\$24,020,516	54.5% (56%)	
2. Senior Housing						
Cambridge Court	Bellevue	Resurrection Housing	20	\$160,000		
Ashwood Court	Bellevue *	DASH/Shelter Resources *	50	\$1,070,000		
Evergreen Court (Assisted Living)	Bellevue	DASH/Shelter Resources	64 /84	\$2,480,000		
Bellevue Manor / Harris Manor	Bellevue / Redmond	KC Housing Authority	105	\$1,334,749		
Vasa Creek	K.C. (Bellevue Sphere)	Shelter Resources	50	\$190,000		
Riverside Landing	Bothell **	Shelter Resources	50	\$225,000		
Kirkland Plaza	Kirkland	Imagine Housing	24	\$610,000		
Totem Lake Phase 2	Kirkland ***	Imagine Housing ***	80	\$736,842		
Heron Landing	Kenmore	DASH/Shelter Resources	50	\$65,000		
Ellsworth House Apts	Mercer Island	Imagine Housing	59	\$900,000		
Providence Senior Housing	Redmond **	Providence **	74	\$2,239,000		
Greenbrier Sr Apts	Woodinville **	DASH/Shelter Resources **	50	\$196,192		
SUB-TOTAL			676	\$10,206,783	23.2% (19%)	

FIGURE 1
ARCH: EAST KING COUNTY TRUST FUND SUMMARY
 LIST OF CONTRACTED PROJECTS FUNDED (1993 - Spring 2014)

Project	Location	Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
3. Homeless/Transitional Housing						
Hopelink Place	Bellevue	**	Hopelink	**	20	\$500,000
Chalet	Bellevue		Imagine Housing		4	\$46,667
Kensington Square	Bellevue		Housing at Crossroads		6	\$250,000
Andrew's Glen	Bellevue		Imagine Housing		30	\$1,162,500
Bellevue Apartments	Bellevue	***	LIHI	***	12	\$200,000
Sophia Place	Bellevue		Sophia Way		20	\$250,000
Dixie Price Transitional Housing	Redmond		Hopelink		4	\$71,750
Avondale Park	Redmond		Hopelink (EHA)		18	\$280,000
Avondale Park Redevelopment	Redmond	**	Hopelink (EHA)	**	60	\$1,502,469
Petter Court	Kirkland		KITH		4	\$100,000
Francis Village	Kirkland		Imagine Housing		45	\$1,125,000
South Kirkland Park n Ride	Kirkland	***	Imagine Housing	***	12	\$225,349
Totem Lake Phase 2	Kirkland		Imagine Housing		15	\$138,158
Rose Crest (Talus)	Issaquah	**	Imagine Housing	**	10	\$229,712
Lauren Heights (Iss Highlands)	Issaquah	**	SRI	**	5	\$73,038
Issaquah Family Village I	Issaquah	**	YWCA	**	10	\$503,745
SUB-TOTAL			257	\$6,658,387	15.1% (13%)	
4. Special Needs Housing						
My Friends Place	K.C.		EDVP		6 Beds	\$65,000
Stillwater	Redmond		Eastside Mental Health		19 Beds	\$187,787
Foster Care Home	Kirkland		Friends of Youth		4 Beds	\$35,000
FOY New Ground	Kirkland		Friends of Youth		6 Units	\$250,000
DD Group Home 7	Kirkland		Community Living		5 Beds	\$100,000
Youth Haven	Kirkland		Friends of Youth		10 Beds	\$332,133
FOY Transitional Housing	Kirkland	**	Friends of Youth	**	10 Beds	\$252,624
FOY Extended Foster Care	Kirkland	**	Friends of Youth	**	10 Beds	\$112,624
DD Group Home 4	Redmond		Community Living		5 Beds	\$111,261
DD Group Homes 5 & 6	Redmond/KC (Bothell)		Community Living		10 Beds	\$250,000
United Cerebral Palsy	Bellevue/Redmond		UCP		9 Beds	\$25,000
DD Group Home	Bellevue		Residence East		5 Beds	\$40,000
AIDS Housing	Bellevue/Kirkland		AIDS Housing of WA		10 Units	\$130,000
Harrington House	Bellevue		AHA/CCS		8 Beds	\$290,209
DD Group Home 3	Bellevue		Community Living		5 Beds	\$21,000
Parkview DD Condos III	Bellevue		Parkview		4	\$200,000
IERR DD Home	Issaquah		IERR		6 Beds	\$50,209
FFC DD Homes	NE KC		FFC		8 Beds	\$300,000
Oxford House	Bothell		Oxford/Compass Ctr.		8 Beds	\$80,000
Parkview DD Homes VI	Bothell/Bellevue		Parkview		6 Beds	\$150,000
FFC DD Home II	TBD		FFC		4 Beds	\$168,737
SUB-TOTAL			158 Beds/Units	\$3,151,584	7.2% (12%)	
TOTAL			3,033	\$44,037,270	100.0%	
* Funded through Bellevue Downtown Program				10%		
** Also, includes in-kind contributions (e.g. land, fee waivers, infrastructure improvements)						
*** Amount of Fee Waiver still to be finalized						



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

Subject/Topic:
SR 522 West A Funding Discussion

Proposed Council Action/Motion:
Appropriate \$423,000 in City funds to the SR 522 West A (T-6) project.

For Council Meeting Agenda of: 02/09/2015

Department: Engineering

Prepared by: Kent Vaughan

To Be Presented By: Kris Overleese / Kent Vaughan

Initial & Date

Approved by Department Head: KNO 2/5/15
 Approved by City Attorney: NA
 Approved by Finance Director: Overleese 2/5/15
 Approved by City Manager: Overleese

Exhibits/Attachments:
Attachment 1 – TIB Letter dated January 26, 2015

Expenditure Required:

Amount Budgeted

Appropriation Required

See Fiscal Consideration Below

INFORMATION/BACKGROUND:

To award the SR 522 West A construction contract, the City Council must appropriate additional resources.

The goals for this evening are to:

1. Discuss the various alternatives available to fund the SR 522 West A project and;
2. Appropriate the additional funds necessary to fully fund the SR 522 West A project.

Based on feedback from this meeting and the Puget Sound Regional Council funding meetings this month, Staff is cautiously optimistic that we will request that Council award the SR 522 West A construction contract on March 2, 2015.

STATUS: Design and right-of-way certification for SR 522 West A are complete. The project was advertised for bids on November 12, 2014 and bids were opened on December 17, 2014. The City received 4 bids. The apparent low bid for the project was submitted by Marshbank Construction at \$10,029,640. The Schedule A work of the contract (City's Portion) was \$1.6 Million over the Engineer's Estimate.

SCHEDULE: In accordance with the contract documents, the City has 45 calendar days to award the project or reject all bids and re-advertise (deadline January 31, 2015). Staff contacted Marshbank and requested an extension to the award deadline. The low bid contractor, Marshbank, agreed to extend the bid award deadline an additional 45 calendar days (new deadline March 17, 2015).

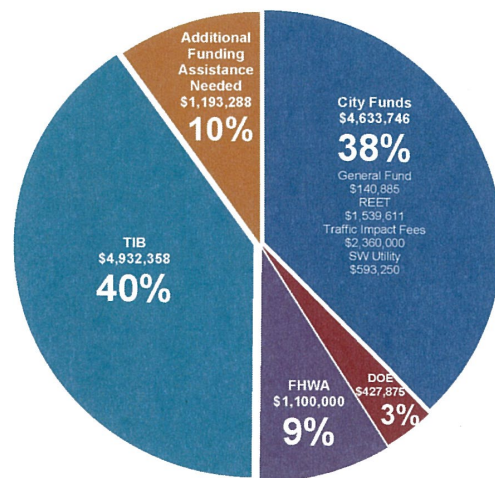
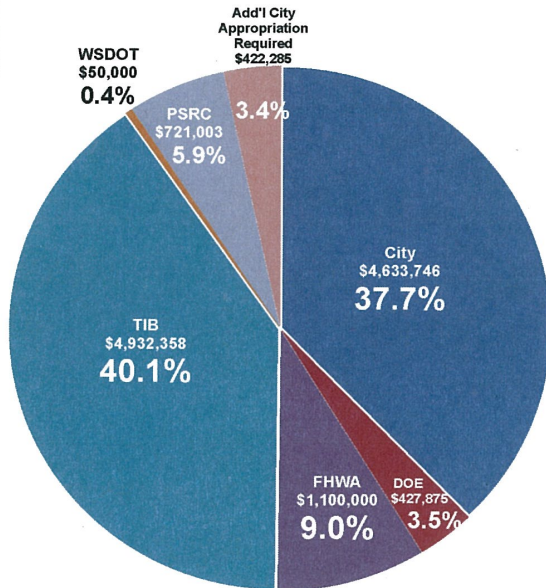


Figure 1. SR 522 West A Construction Phase

FUNDING: The project budget has increased from \$13,591,350 to \$15,150,735. The new project budget includes executed construction management contract costs, finalized franchise utility agreement cost estimates (and estimated reimbursements), and a 10% construction contingency. It also assumes that staff salary costs will not be billed to the project budget and will be paid by the General Fund.



On January 26, 2015, the State Transportation Improvement Board (TIB) committed to provide an additional \$500,000 in construction funding, which brings their total investment in the construction phase to \$4.9 Million.

On December 23, 2014, Staff formally requested that PSRC allow the transfer of \$721,000 in right-of-way phase savings to construction (Figure 2). On January 23, 2015, the City Manager presented the City's request before the Regional Project Evaluation Committee (RPEC) advisory board. The majority of the RPEC members (18 – 8) voted to approve the City's request, contingent upon the City funding the remaining gap. RPEC's recommendation to allow the transfer of right-of-way savings to construction must be approved by PSRC's Transportation Policy Board (February 12, 2015) and Executive Board (February 26, 2015) before it becomes official. Also, WSDOT has verbally committed to provide \$50,000 towards the project.

Figure 2. SR 522 West A Construction Funding (with PSRC and WSDOT funds)

With the additional TIB, PSRC and WSDOT funds, the SR 522 West A construction deficit is \$423,000 (rounded). See Attachment 1 for the letter from TIB. Staff has requested additional funding from DOE but has yet to receive any commitments to date.

PROS / CONS:

Below is a list of pros and cons to awarding the construction contract now (versus later), for Council consideration:

PROS	CONS
Project as currently scoped will never get less expensive than it is today	City contribution will be higher than desired
City (and project) goal of improving pedestrian and motorist safety and reducing accidents in Kenmore will be achieved	City will have less financial flexibility to pursue other projects in the immediate future
Public and property owner commitments will be upheld	
There is no risk that the acquired temporary construction easements for the project will expire before construction is completed (deadline: Dec 31, 2018)	
Funding partner commitments will be met (TIB, DOE, and FHWA) and awarded project funds will be	

secure	
PROS (Cont'd)	CONS (Cont'd)
There are no guarantees that the City will ever secure additional external funding in the future	
Federal funds used for right-of-way acquisition must be returned if the project isn't built in 10 years	
Re-packaging and re-bidding project in 2015 may not result in the desired savings outcome if contractors have already secured other work for the year and there is less interest in the project	

SR 522 FUNDING ALTERNATIVES:

Below is a menu of potential alternatives to fund the project deficit:

Alternative		Comments
1	Borrow Money	A. INTERNAL: Use Strategic Opportunities Funds to pay for the project and set aside future funds to pay back the Fund over time B. EXTERNAL: Apply for bank loan to pay for the project and set aside future funds to pay back loan (plus interest) over time
2	Cancel or Postpone other City projects in 6-year CIP	Potential Option: Moorlands Park (Apply Park Impact Fees from this project to the Skate Park, and free up \$350k of REET in 2015 from the Skate Park budget)
3	Make changes to project after contract award to reduce construction costs NOTE: If all project changes are implemented, only 46.8% of the \$576k in potential cost savings (\$270k) would be realized by the City (the remainder would be realized by funding partners).	Potential options: A. Modify illumination bid item specifications to remove sole source illumination pole requirement (\$100k) B. Modify illumination bid item specifications to eliminate decorative light poles (\$47k) C. Modify illumination bid item specifications to eliminate tree well outlets (\$20k) D. Modify illumination bid item specifications to change pole style from square to round (up to \$150k savings). If round poles are used in West A, they will be inconsistent with previously completed SR 522 segments in Kenmore, which have square poles. E. Change concrete fascia of Church soldier pile wall (above road surface, north side) to Shotcrete fascia (\$125k) F. Eliminate Custom Guardrail and install black Pedestrian Railing where needed for fall protection only (\$59k) G. Replace Pedestrian Railing with black vinyl coated chain link fence (\$60k) H. Eliminate Sandblast Leaf Patterns and Bronze Leaf Inlays in concrete sidewalk (\$15k)

4	Re-package the project without undergrounding utilities and re-bid project	The cost of utility undergrounding is roughly \$2 Million. This alternative would result in additional design cost, return of federal funds used to acquire utility easements, and additional cost uncertainty with re-bidding the project later in the year.
5	Shelf the project / apply for additional PSRC funding in 2016	There are no guarantees that future PSRC funding would be secured. Staff would apply for an amount that would reduce the City's contribution and cover inflation costs. There is a risk that TIB could take back their construction funds if the project sits until 2017. If this occurs, the City would be left with another deficit to fill.
6	Cancel project	This alternative would require re-payment of grant contributions to design and acquire right-of-way to date (over \$2 Million). It would also impede the City's chances of securing grants for future projects.

FISCAL CONSIDERATION:

The estimated appropriation required to fund the SR 522 West A construction phase is \$423, 000. Table 1 (below) shows Staff's proposed funding plan for the SR 522 West A project:

Table 1. Proposed Funding Plan

Fund	Source	SR 522 West A (in 1,000s)
GENERAL	2014 Ending Balance	\$188
REET	Improved 2014 Ending Balance	\$180
	Unallocated Reserve	\$55
	TOTALS (thousands)	\$423

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

Attachment 1



Washington State Transportation Improvement Board

TIB Members

Councilmember Sam Crawford, Chair
Whatcom County

Councilmember Bob Olson, Vice Chair
City of Kennewick

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Mayor James Irish
City of La Center

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Patty Lent
City of Bremerton

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Sammamish

David Ramsay
Feet First

Amy Scarton
WSDOT

Heldi Stamm
HS Public Affairs

Commissioner Richard Stevens
Grant County

John Vodopich
City of Bonney Lake

Jay Weber
County Road Administration Board

Clay White
Snohomish County

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

January 26, 2015

Ms. Kristen Overleese, P.E.
Engineering and Environmental Services Director
City of Kenmore
Post Office Box 82607
Kenmore, WA 98028-0607

Dear Ms. Overleese:

Based on your Updated Cost Estimate for the NE Bothell Way (SR 522) project, TIB # 9-P-206(004)-1, your authorized TIB funds are \$5,701,840, which reflects an increase of \$500,000 contingent on full funding of the project.

You may now award the construction contract.

We are happy to assist you with any questions. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@TIB.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Stevan", is written over a horizontal line.

Stevan Gorcester
Executive Director

cc: Joanne Gregory, Finance Director

RECEIVED
JAN 28 2015

CITY OF KENMORE

Investing in your local community



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: City Sidewalk Program Funding Discussion Proposed Council Action/Motion: See Below	For Council Meeting Agenda of: 02/09/2015 Department: <u>Engineering</u> Prepared by: <u>Kent Vaughan</u> To Be Presented By: <u>Kris Overleese / Kent Vaughan</u> <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: <u>[Signature] 2/5/15</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: Attachment 1 – City Sidewalk Grants Summary Attachment 2 – REET Fund Projection						
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Expenditure Required:</td> <td style="width: 33%; text-align: center;">Amount Budgeted</td> <td style="width: 33%; text-align: center;">Appropriation Required</td> </tr> <tr> <td colspan="3" style="text-align: center; padding-top: 5px;">See Fiscal Consideration Below</td> </tr> </table>		Expenditure Required:	Amount Budgeted	Appropriation Required	See Fiscal Consideration Below		
Expenditure Required:	Amount Budgeted	Appropriation Required					
See Fiscal Consideration Below							
<u>INFORMATION/BACKGROUND:</u> To accept the recently awarded (NE 181st Street and 62nd Avenue NE) or pending (NE 202nd Street) sidewalk grants, the City Council must appropriate additional resources. The goals for this evening are to: 1. Discuss the various alternatives available to fund the City sidewalk projects and; 2. Solicit input from City Council re: undergrounding utilities on NE 181st ST. Based on feedback from this meeting, Staff will return to request authorization to enter into sidewalk grant agreements (February 17, 2015) and adopt an amended Capital Improvement Program (February 23, 2015). <u>City Sidewalk Program:</u> Please refer to Attachment 2 for the City Sidewalk Grants Summary with local matching fund requirements. In 2014, the City was successful in obtaining \$2.165 M in sidewalk grant funds with only \$556,000 in local match. Together with an estimated project(s) contingency of \$300,000 and estimated cost to underground utilities on NE 181st ST (\$400,000), the total amount of City funds requested to complete these sidewalk projects is \$1.256 Million.							
<u>FISCAL CONSIDERATION:</u> For discussion, Table 1 (below) shows Staff's proposed funding plan for the City sidewalk projects:							

Table 1. Proposed Funding Plan

Fund	Source	2015-16 Budgeted or Available Funds (in 1,000s)	2015-16 Sidewalk Program (in 1,000s)	Balance (in 1,000s)
REET	Unallocated Sidewalk \$ in 2015-16 Budget	\$95	\$95	\$0
STREET	Improved 2014 Ending Balance	\$400	\$400	\$0
STRATEGIC OPPS	School Zone & Crosswalk \$ in 2015-16 Budget	\$350	\$201	\$149
	Unallocated Reserve*	\$2,000	\$560	\$1,440
	TOTALS (thousands)	\$2,845	\$1,256	\$1,589

*Will be paid back to Strategic Opportunities Fund over 4 years (2017 - 20) from REET Sidewalk Program T-27 and from other future REET revenues.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

ATTACHMENT 1: CITY OF KENMORE - City Sidewalk Grants Summary

Sidewalk Location	Phase	Funding Agency	Funding Source	Grant Type	Status of Grant Award	Funds Obligated	Total Project Cost	Grant \$	City \$		Comments
South side NE 181st ST *South side NE 181st ST North side NE 181st ST NE 202nd ST 62nd Ave NE NE 155th ST Sidewalk Rhody Park/68th Ave NE Sidewalk	Design	PSRC	Federal	TAP	Yes	Yes	\$109,480	\$92,970	\$16,510		Assumes undergrounding; Min. right-of-way (TCE's Only)
	Construction	King County	Federal	CDBG	Yes	No	\$487,826	\$254,960	\$232,866		Assumes no undergrounding
	All	TIB	State	SP	Yes	No	\$277,524	\$189,793	\$87,731		Assumes no undergrounding; No right-of-way
	All	WSDOT	To Be Determined	SRTS	No-pending	No	\$1,017,570	\$814,056	\$203,514		Assumes no undergrounding; Min. right-of-way
	All	WSDOT	Federal	HSIP	Yes	No	\$828,000	\$813,200	\$14,800		Assumes no undergrounding; No right-of-way; Constr. Ad by 9/30/17
	All	WSDOT	N/A	SRTS	No						Did not make the funding cut
	All	WSDOT	N/A	Ped/Bike	No						Did not make the funding cut
							\$2,721,000	\$2,165,000	\$556,000		(Rounded)
								Contingency:	\$300,000		
								NE 181st ST UG Cost:	\$400,000		(Rounded)
									\$1,256,000		

*With Utility Undergrounding	Distance (LF)	\$ per LF	Estimated Cost
	700	\$550	\$385,000

TAP - Transporation Alternatives Program CDBG - Community Development Block Grant SP - Sidewalk Program SRTS - Safe Routes to Schools HSIP - Highway Safety Improvement Program Ped/Bike - Pedestrian and Bicycle Safety

CITY OF KENMORE, WASHINGTON
REET Fund Projection-Preliminary
For The Years 2015-2020

Attachment 2

DESCRIPTION	Proposed 2015	Proposed 2016	Proposed 2017	Proposed 2018	Proposed 2019	Proposed 2020
Beginning Cash	\$2,040,354	\$528,104	\$103,635	\$394,725	\$394,996	\$675,267
Revenues:						
REET 1	450,000	454,500	459,045	463,635	463,635	463,635
REET 2	450,000	454,500	459,045	463,635	463,635	463,635
Interest Earnings	14,000	4,000	1,000	3,000	3,000	6,000
Total Revenues	\$914,000	\$913,000	\$919,090	\$930,271	\$930,271	\$933,271
Transfers Out for Parks :						
P 6 Moorlands Park Imp	0	0	0	380,000	0	0
P 13 Skate Park	350,000	0	0	0	0	0
Subtotal - Transfers for Parks	350,000	0	0	380,000	0	0
Transfers Out for Roads:						
T6 SR 522 West A 61st to 65th	732,250	730,469	0	0	0	0
T6 SR 522 West A 61st to 65th Jan 2015 add	235,000	0	0	0	0	0
T8 SR522 West B 57th to 61st with BGT Wall	0	0	0	0	0	200,000
T27 Sidewalks	85,960	9,955	0	0	0	0
T27b 181st Sidewalk	14,040	90,045	0	0	0	0
Sidewalk Gaps	160,000	0	0	0	0	0
Sidwalk Grant Matches	0	0	0	0	0	0
175th St Swamp Creek Bridge	75,000	0	0	0	0	0
T37 New West Samm Bridge	74,000	307,000	78,000	0	0	0
Traffic Calming Improvements	250,000	100,000				
Repayment to Strategic Opps Fund	0	0	100,000	100,000	200,000	160,000
Overlay	450,000	100,000	450,000	450,000	450,000	450,000
Subtotal - Transfers for Roads	2,076,250	1,337,469	628,000	550,000	650,000	810,000
Net Income/(Loss)	(\$1,512,250)	(\$424,469)	\$291,090	\$271	\$280,271	\$123,271
Ending Cash	\$528,104	\$103,635	\$394,725	\$394,996	\$675,267	\$798,538

I:\Admin & Finance\Forecast Models\2015 forecast Other FundsREETFeb
2/5/2015



City Of Kenmore, Washington

Memorandum

Date: January 28, 2015

To: Rob Karlinsey, City Manager

From: Bryan Hampson, Development Services Director *BH*

Re: Drive-through Businesses along the North-side of SR-522

Currently there are six (6) different zoning districts along the north-side of SR-522 within the City of Kenmore's boundaries, reference the attached zoning map. Those zoning districts are:

1. Downtown Commercial (DC);
2. Urban Corridor (UC);
3. Public/Semi Public (PSP);
4. Residential 24 dwellings per acre (R-24);
5. Residential 18 dwellings per acre (R-18); and
6. Residential 6 dwellings per acre (R-6).

Drive-through businesses are permitted as an accessory use in the DC zone (only for properties having frontage on SR-522 and taking primary access from SR-522) and as an accessory use in the UC zone. Accessory use is defined as a use that is typically subordinate in size to the principal use and supports the primary use without displacing it (reference KMC 18.20.035). Standalone drive-through businesses are not permitted within the DC or UC zones.

The vision and future plan for SR-522 is to convert it from a commercial strip, focused on the automobile, to a more pedestrian- and transit-friendly urban corridor. Standalone drive-through businesses are not compatible with that vision because they cater to automobiles, not pedestrians. However, businesses containing a primary business or service use that accommodates pedestrians may include a drive-through component, accessory to the primary use, and still provide the small-town, pedestrian-friendly environment.

Accessory drive-through services allowed along SR-522 are required to be oriented to the side or rear of the building, and integrated into the exterior wall. The drive-through lanes are not allowed to be located between the street and the main pedestrian access to the buildings.

Drive-through businesses are unclassified uses within the PSP and residential zones (R-24, R-18, and R-6). An unclassified use is a use that is not listed as permitted, conditionally permitted or

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January 28, 2015
Drive-through Business Memo cont.
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prohibited. When determining whether an unclassified use should be permitted or not permitted the department makes a determination consistent with the zoning vision, comprehensive plan policies and similar-in-nature uses that are not more intense than a specified permitted, conditionally permitted or accessory use.

