

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - PO Box 82607, Kenmore WA 98028 - Phone: 425-398-8900 - Fax: 425-481-3236

REVISED ON APRIL 15, 2011

City of Kenmore

City Council Executive Session

6:30 p.m., Monday, April 18, 2011

**Pursuant to Potential Litigation RCW 42.30.110(1)(i) and
Property Acquisition RCW 42.30.110(1)(b)**

Kenmore City Hall, Executive Chambers
18120 68th Ave. NE, Kenmore, WA 98028

City of Kenmore

City Council Regular Meeting Agenda

7:00 p.m., Monday, April 18, 2011

Kenmore City Hall
18120 68th Ave. NE, Kenmore, WA 98028

AGENDA ITEMS ARE SUBJECT TO CHANGE up to and including the time of the meeting; items may be added or dropped. Please call the City Clerk if you have any questions or to confirm the agenda items prior to the meeting at (425) 398-8900, or stop by City Hall at 18120 68th Avenue NE, Kenmore. The agendas are also available on our website at: www.kenmorewa.gov. Our public meetings are accessible to all members of the public. If you require special accommodations, please call the City Clerk at least three (3) days prior to the meeting.

I. CALL TO ORDER REGULAR MEETING

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CONSENT AGENDA

- A. Minutes of the March 21, 2011 Regular Council Meeting.
- B. Authorize the City Manager to Sign Supplemental Agreement No. 8 to Contract No. 07-C602, with HDR Engineering, Inc., for the SR 522 Transportation Improvement Projects, in the Amount of \$23,896.98 - Ron Loewen, City Engineer

V. CONSENT AGENDA

- C. Approve Contract No. 11-C938 with King County for the SR 522 Transportation Improvement Projects Plan Review, Construction Monitoring and Landscape Maintenance - Ron Loewen, City Engineer

VI. CITIZEN COMMENTS

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

VII. BUSINESS AGENDA

- A. Discussion and Direction with Ron Kasprisin, Final Presentation and Report "Mapping and Visualizing the Open Spaces and Connectors in Kenmore".
- B. Discussion on SR 520 Tolling and Potential Impact on SR 522 - Ron Loewen, City Engineer

VIII. COUNCILMEMBER COMMENTS/REPORTS

IX. ADJOURNMENT

Upcoming Meetings:

April 25, 2011 7:00 p.m. Regular Council Meeting
May 9, 2011 7:00 p.m. Regular Council Meeting

DRAFT

City of Kenmore
City Council Regular Meeting
Minutes
March 21, 2011

CALL TO ORDER - Mayor David Baker called the meeting to order at 7:00 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Milton Curtis, Councilmembers Bob Hensel, John Hendrickson, Laurie Sperry, Allan Van Ness, and Glenn Rogers.

Staff present: Fred Stouder, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Cliff Sether, Police Chief; Dawn Reitan, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Mayor David Baker led the flag salute.

AGENDA APPROVAL

Councilmember Glenn Rogers moved to approve the agenda as submitted. Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

CONSENT AGENDA

Councilmember John Hendrickson moved to pull Item C., “Accept December 2010 Financial Reports for the City of Kenmore, Washington,” for separate consideration.

Deputy Mayor Milton Curtis moved to approve the consent agenda as amended. Councilmember Laurie Sperry seconded the motion to approve the Minutes of the February 14, 2011 Regular Council Meeting and February 22, 2011 Regular Council Meeting; Approve Claim Nos. 23543 - 23609 in the Amount of \$234,558.18 for the Period Ending March 2, 2011; Adopt Ordinance No. 11-0324 Extending the Franchise Agreement with Comcast; Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County Department of Adult and Juvenile Detention Community Work Program for Public Works Services in an Amount not to Exceed \$69,832; and Motion to Schedule a Special Council Workshop on A Regional Coalition for Housing (ARCH), “Housing 101,” at 6:00 p.m., prior to the Regular Council Meeting Scheduled for 7:00 p.m., Monday, March 28, 2011. The motion passed unanimously.

City of Kenmore - Regular Council Meeting Minutes
March 21, 2011

Discussion followed on Item C., "Accept December 2010 Financial Reports for the City of Kenmore, Washington."

Fred Stouder, City Manager, stated that he would provide answers to Councilmember John Hendrickson's questions in writing, which will be included, along with the December 2010 Finance Reports, on the March 28, 2011 Council meeting agenda for consideration and acceptance.

PROCLAMATION

Proclamation to Participate in National Kids to Parks Day on May 21, 2011 - Mayor David Baker read the proclamation into the record.

On behalf of the entire Council, Mayor David Baker proclaimed that the City of Kenmore would participate in "National Kids to Parks Day" on May 21, 2011.

BUSINESS AGENDA

Report from Mayor David Baker, Councilmember Glenn Rogers , Councilmember Allan Van Ness and City Manager Frederick Stouder on March 10-11 Meetings with Congressional Delegation Offices, Congressional Senior Staff and Federal Agencies on State Route 522 Project and Kenmore Navigation Channel Dredging Funding Requests.

Mayor David Baker, Councilmember Glenn Rogers, Councilmember Allan Van Ness and Fred Stouder, City Manager, provided a verbal report and reviewed the highlights of their recent trip to Washington D.C.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember John Hendrickson stated that we should change our contract with Waste Management as they will not allow him, or any Kenmore resident, to have anything smaller than a 32-gallon waste toter. He brought up the need for a sustainable budget; alleged accounting errors; and he would like to see the Council agreed upon 6-year budget be increased to a 20-year budget. He shared his concerns relating to Kenmore not being able to secure transportation grants in the last few years. He announced that he had not read Deputy Mayor Milton Curtis' subcommittee e-mails until this morning. He stated that he had sent his comments on the draft Council Rules and Procedures back to the subcommittee earlier in the day.

Councilmember Bob Hensel provided an update on the recent Eastside Transportation Partnership (ETP) meeting he attended. He stated that the Washington State Department of Transportation is finally admitting that there will be some adverse traffic effects to SR 522 due to the tolling on SR 520. He stated that Metro has been working with the electeds and would like to come to an upcoming Council meeting to discuss the plan. He stated that he

City of Kenmore - Regular Council Meeting Minutes
March 21, 2011

met with the 32nd District Legislators at a recent Town Hall meeting that was held in Lake Forest Park. He stated that they said there are just no transportation dollars available. He thanked staff for doing such a great job with the 2011/2012 Budget Plan and for consistently adhering to the 2009/2010 Budget Plan as is indicated in the 2010 Financial Statements.

Councilmember Glenn Rogers stated that he likes the larger toters. He stated that he is pleased with the City getting away from using consultants and instead relying on staff. He stated that this is a big cost savings for the City.

Councilmember Allan Van Ness stated that we had previously had secured grants, and the reason we have not been successful in the last few years is because there are no grant dollars available as there were in the past.

Deputy Mayor Milton Curtis stated that the 2009/2010 Budget went as predicted and was accurate. He reviewed that he had sent many e-mails over the last month to Councilmember John Hendrickson trying to get him to at least verify whether he wanted to serve on the 3-member Council Rules and Procedure subcommittee. He reviewed that he never received any response from his numerous e-mails to Councilmember John Hendrickson until this morning. He said, as the Chair of the subcommittee, it is essential that all 3 members participate and provide input so that they can bring back their recommendations to the full Council. He also distributed copies of the various e-mails that were sent to Councilmember John Hendrickson to establish a fact pattern. He pointed out that he did a "reply when opened" e-mail, and the e-mail indicates that it was opened by Councilmember John Hendrickson well in advance of today's meeting, not this morning as was indicated by Councilmember John Hendrickson.

Deputy Mayor Milton Curtis moved to remove Councilmember John Hendrickson from the Council Rules and Procedures subcommittee. Councilmember Allan Van Ness seconded the motion. The motion failed 2-5 with Deputy Mayor Milton Curtis and Councilmember Laurie Sperry voting aye.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 8:25 p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to sign Supplemental Agreement Number 8 to Contract Number 07-C602, with HDR Engineering, Inc., for the SR 522 Transportation Improvement Projects, in the amount of \$23,896.98			April 18, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	425 398 8900
COST OF PROPOSAL: Staff Costs: Preparing Agenda Bill 3 hours Contract Services: Construction Assistance: Supplement #6 \$23,896.98		ACCOUNT NUMBER: 09 00 7019 09 00 7020	
AMOUNT BUDGETED: SR 522 Project Budgets Total \$62,028,355 HDR Contract Budget \$5,154,281		NAME AND FUND #: Arterial Street Fund No. 09	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Contract Number 07-C602 Supplemental Agreement Number 8			
SUMMARY STATEMENT: HDR Engineering, Inc. was retained by the City to administer the SR 522 construction contracts. The construction contracts have taken longer to complete than anticipated and the SR 522 Phase II contractor has filed two claims for additional compensation requiring a response. The attached Supplemental Agreement Number 8 provides for an auditor to assist with the response to the claim. The current HDR contract amount is \$5,141,840 of which \$5,117,779 has been spent. The supplemental agreement would increase the contract amount by \$23,896.98. The 2011 Budget assumed an increase of \$12,441. The additional required amount of \$11,455.98 will be appropriated with a future Budget amendment.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Improve transportation for local residents by implementing the 6-year Transportation Improvement Plan. City Council top priority.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Authorize the City Manager to sign Supplemental Agreement Number 8 to Contract Number 07-C602, with HDR Engineering, Inc., for the SR 522 Transportation Improvement Projects, in the amount of \$23,896.98.			
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 	
TODAY'S DATE: April 4, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0050 SR 522 Phase I\Council\2011\April AGB HDR Amnd6.docx	

VB. Authorize the City Manager to Sign Supplemental Agreement No. 8 to Contract No. 07-C602, with HDR Engineering, Inc., for the SR 522 Transportation Improvement Projects, in the



**Washington State
Department of Transportation**

Supplemental Agreement Number 8		Organization and Address HDR Engineering, Inc. 500 108th NE Suite 1200 Bellevue, WA 98004-55549	
Original Agreement Number 07-C602		Phone: 425-450-6200	
Project Number		Execution Date	Completion Date 5/31/2011
Project Title SR-522 Transportation Improvement Project		New Maximum Amount Payable \$ 5,165,737.32	
Description of Work Extend Completion Date to May 31, 2011			

The Local Agency of City of Kenmore
desires to supplement the agreement entered into with HDR Engineering, Inc.
and executed on 03/14/2007 and identified as Agreement No. 07-C602
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Attachment A & A-1 for additional scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: May 31, 2011

III

Section V, PAYMENT, shall be amended as follows:

See Exhibit A for additional services fee

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Ronald G. Ohlsen Vice President

By: _____

Consultant Signature

Approving Authority Signature

Date

Attachment A-1

City of Kenmore, Washington

SR 522 Transportation Improvement Projects

Scope of Services

Provide additional construction administration and inspection services for the SR-522 Transportation Improvement Projects. These services will continue from January 1, 2011 through May, 31, 2011.

- 1) Provide services as directed by the City including responding to questions from the State Auditor and assist with clarification of additional claim statements.
- 2) MidMountain's costs & Claim on SR-522, proposal letter dated January 31, 2011 from sub consultant MRW Advisory LLC, with estimate cost \$20,000, attachment A.

Attachment A



JEFFREY S. LOUNSBERRY
jlounsberry@mrwadvisory.com

(206) 515-2385
DIRECT

January 31, 2011

Ms. Jill Marilley, P.E.
HDR
500 108th Ave NE, Suite 1200
Bellevue, WA 98004

Re: MidMountain's Costs and Claim on SR 522

Dear Ms. Marilley:

This is a revised proposal for the matter referenced above, which is based on the work scope discussed at the meeting I attended on Friday morning with Ron Loewen, Bill Linton, and Dan Becker. We discussed the tasks I will plan to complete by late March, at which time we plan to conclude this phase of our work by holding a meeting to communicate and discuss our audit findings.

This is a reduced work scope from that outlined in my January 4, 2011 proposal. Any additional or separate work scope items not included in this proposal can be separately discussed at any time. The items below summarize the work scope items discussed at the meeting on Friday. Each of the budget amounts listed assumes a reasonable level of cooperation from MidMountain in providing information in response to our questions and requests:

1. A determination of how the contractor did on a financial basis (in terms of how much margin was made versus how much margin was considered to be appropriate at the time of the bid being offered) - Typically, if the contractor cooperates in providing us with the necessary information to make this determination, it will add a relatively small amount of incremental effort on our part (and thus, a relatively small amount of additional estimated fees) compared to the other work we would be performing. In my experience, this information is valuable because a contractor's financial result to date is usually a very significant factor in its settlement position, and this can influence the owner in understanding the level of resources that it may want to commit to evaluating the claim. Assuming cooperation from the contractor, this analysis will include all three of MidMountain's contracts with the City of Kenmore on this project.

Estimated budget related to fees for this work scope item: \$1,500

2. A determination of the various elements of the project wherein money was gained and lost, and how those elements compare to the assertions and pricing of the claim - As part of our work in this area, we would evaluate the contractor's tracking of change order budgets and related costs. Specifically, we would investigate whether the contractor has set up separate cost codes to track its costs related to change order work and whether it has updated the budget amounts shown in its job cost accounting system to reflect changes to its contract for approved change orders. This element of understanding is useful to know if a contractor's overall losses, if any, relate to areas for which the owner may have responsibility for change,

1201 THIRD AVENUE, SUITE 1650 • SEATTLE, WASHINGTON 98101
MAIN: 206-515-2380 • FACSIMILE: 206-515-2389
WWW.MRWADVISORY.COM

Jill Marilley, PE
January 31, 2011
Page 2 of 2

or if losses, if any, relate to areas of work solely under the control and responsibility of the contractor. Certain of these issues also appear to relate to MidMountain's Loss of Productivity claim calculation.

Estimated budget related to fees for this work scope item: \$2,000

3. Analysis of recorded job costs and auditing of selected job cost report entries – We will request MidMountain's job cost detail report in a sortable electronic format and make selections for auditing to source documentation. Although we will request the job cost report data for each of MidMountain's three contracts, our selections for auditing will focus on the Phase 2 contract that is the subject of the claim, with particular emphasis on the job cost report entries that relate to the claim calculations.

Estimated budget related to fees for this work scope item: \$6,000

4. An analysis of the claim calculations that are being made – The analysis of the pricing of MMCI's claim may result in issues that would be subject to challenge or criticism, or for which we may identify adjustments to MMCI's calculations. As discussed during our meeting on Friday, our analysis of the claim calculations will include: analysis of how the "estimated cost" and "actual cost" figures used in MidMountain's Loss of Productivity claim relate to MidMountain's budgeted costs and recorded costs per its job cost reports; MidMountain's treatment of costs and budgets on force account work; analysis of amounts previously paid through change orders; and other discrete issues related to the claim calculations.

Estimated budget related to fees for this work scope item: \$8,500

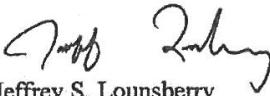
5. Preparation of materials for and attendance at meeting to discuss audit findings – As discussed during Friday's meeting, this phase of our work will conclude with a meeting to discuss our audit findings. As discussed at the meeting, I will provide summaries and other handouts at this meeting but will not provide a written report.

Estimated budget related to fees for this work scope item: \$2,000

Total estimated budget for items included on this proposal: \$20,000

Thank you for allowing us the opportunity to assist you and the City of Kenmore on this matter. My understanding is that the City would like to incorporate these work scope items into a maximum not to exceed contract amount, which is agreeable to us. Please let me know if there is anything else you need from us at this stage or if you have any other questions related to this proposal.

Very truly yours,


Jeffrey S. Lounsberry



Supplement 8
City of Kenmore, WA
SR 522 Transportation Improvement Projects

Exhibit A

HDR Engineering, Inc.

name	classification	Hourly Rate	Hours	Total
Dan Becker	Sr. Project Manager	238.1	5	1,190.50
Jill Marilley	SR. Project Manager	175.782	10	1,757.82
Liya Huang-Bradley	Sr. Project Controller	108.11	6	648.66
			21	

Total Estimate Labor Cost 3,596.98

Direct Expenses 300

Total HDR 3,896.98

Sub Consultant-MRW

20,000.00

Total Fee Estimate 23,896.98

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Approve Contract 11-C938 with King County for the SR 522 Transportation Improvement Projects plan review, construction monitoring and landscape maintenance.			April 18, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	425 398 8900
COST OF PROPOSAL:		ACCOUNT NUMBER:	
Staff Costs:		09 00 7019	
Preparing Agenda Bill 3 hours		09 00 7020	
Contract Services:		10 00 5470	
Landscape Maintenance: \$90,000			
Construction Services: \$30,000			
King County: <u>\$15,000</u>			
Total \$135,000			
AMOUNT BUDGETED:		NAME AND FUND #:	
SR 522 Projects \$45,000		Arterial Street Fund No. 09	
City Street Fund <u>\$80,000</u>		City Street Fund No. 10	
Total \$135,000			
ATTACHMENT(S) TO AGENDA PACKET ITEM:			
• Cooperative Agreement Between King County and the City of Kenmore, Washington			
SUMMARY STATEMENT:			
As part of the construction of SR 522 projects there was considerable revision of the Burke-Gilman Trail. In addition, the remaining SR 522 improvements will also impact the Trail. The King County Department of Natural Resources and Parks would like the City to enter into an agreement for review of future improvement plans, maintenance of the trail landscaping, and completion of construction activities.			
The Agreement includes the following items:			
• The south curb will be relocated on SR 522 between 73 rd Avenue NE and 77 th Court NE beginning April 11, 2011. These construction activities required a new permit for use of the Trail right of way. King County will be reimbursed for review of the contract plans and construction observation related to this work. These expenditures should be reimbursable as this work is the responsibility of the SR 522 Phase II construction contractor. The additional required amount of approximately \$7,500 will be appropriated with a future Budget amendment.			
• The SR 522 Phase I Stage 2 (west end) contract plans have been submitted to King County for review and comment. This review is in anticipation of acquiring right of way and obtaining a permit. King County will be reimbursed for review of the contract plans and construction observation. These expenditures, approximately \$15,000 have been budgeted in the Arterial Street Fund, SR 522 Phase I Stage 2 budget.			
• King County has not accepted the Trail landscape revisions undertaken as part of the SR 522 projects. In addition the landscaping will be disrupted as part of the south curb revisions. As a result we will continue to maintain the landscaping along the Trail from 68 th Avenue NE to 83 rd Place NE. This work will be performed by the City's landscape contractor. These expenditures, \$80,000, have been budgeted in the City Street Fund.			

Several small revisions are required to the Trail to complete the SR 522 projects. These expenditures, \$30,000, have been budgeted in the Arterial Street Fund under the SR 522 Phase II project.		
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Improve transportation for local residents by implementing the 6-year Transportation Improvement Plan. City Council top priority.		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Approve the agreement with King County for the SR 522 Transportation Improvement Projects plan review, construction monitoring and landscape maintenance.		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: April 4, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0050 SR 522 Phase I\Council\2011\April AGB_KCP_Agrmt.docx

**Cooperative Agreement
Between
King County and the City of Kenmore, Washington
Concerning Maintenance of Landscaping and Reimbursement of County's Staff Costs for
Review of City's Plans and Work for Improvements to SR 522 and Connecting Roadways**

RECITALS

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into this 1stth day of June, 2010, between King County, Washington, acting through the King County Department of Natural Resources and Parks, hereinafter called "COUNTY," and the City of Kenmore, Washington, hereinafter called "CITY." Together, CITY and COUNTY are referred to herein as "the Parties."

WHEREAS, COUNTY is a home rule charter county and political subdivision of the State of Washington, and CITY is a municipal corporation and code city duly organized under RCW Chapter 35A and has powers necessary to construct and operate streets and roads; and,

WHEREAS, CITY, with support from the Washington State Department of Transportation, Sound Transit, and other agencies, has undertaken to correct improvements made under a 2007 cooperative agreement along State Route 522 (Phase 1 Stage 1, Phase 1 Stage 3 and Phase 2, issued under permits S-12-07 and S-13-07) by widening the state highway 1-foot on the southern side of SR-522, along COUNTY's right-of-way for the Burke-Gilman Regional Trail ("Trail"); and,

WHEREAS, CITY, with support from the Washington State Department of Transportation, Sound Transit, and other agencies, has also undertaken to correct other improvements made under the 2007 cooperative agreement along State Route 522 by relocating overhead street lights and signal junction boxes in the Trail right-of-way; and,

WHEREAS, CITY, with support from the Washington State Department of Transportation, Sound Transit, and other agencies, has undertaken design and planning for construction of further improvements along SR-522 (Phase 1 Stage 2); and

WHEREAS, CITY, as part of its SR-522 1-foot widening and utility relocation work, has agreed to complete outstanding punch list items remaining to be completed under the 2007 cooperative agreement for construction in the Trail right-of-way related to Phase 1 Stage 1, Phase 1 Stage 3 and Stage 2 of the SR-522 widening project; and,

WHEREAS, CITY plans to direct its contractor to widen SR-522 by 1 foot, to relocate utilities and complete the punch list items in 2011; and,

WHEREAS, although CITY also intends to continue to design and plan Phase 1 Stage 2 of the SR-522 improvement project in 2011, CITY does not have a current estimated construction date and will notify COUNTY when a construction date is determined; and,

WHEREAS, the CITY must have sufficient funds budgeted to pay for further SR-522 improvements before any additional construction contracts are awarded;

NOW, THEREFORE, by virtue of RCW 47.28.140, which allows for cooperative agreements for transportation improvements, and in consideration of the terms, conditions, and performances contained herein, or attached hereto and incorporated and made part hereof, CITY AND COUNTY MUTUALLY AGREE AS FOLLOWS:

TERMS AND CONDITIONS

I. SCOPE; DUTIES; BILLING AND PAYMENT

1.0 Scope of Agreement.

- a) This Agreement establishes the terms and conditions under which COUNTY will review and comment on CITY's SR-522 construction design drawings, plans, and related documents, and conduct weekly field review during CITY's construction of the SR-522 projects (the "Work"), and under which CITY will reimburse COUNTY for the cost of COUNTY staff time spent on the Work. Permits will not be issued until the drawings are approved by the COUNTY and the COUNTY is reimbursed for review time.
- b) CITY acknowledges that it will need separate COUNTY permission to construct facilities on, and perform work in, COUNTY's trail right-of-way; and COUNTY acknowledges that CITY expects to receive such permission concurrent with this Agreement. The parties agree that such permission is the subject of one or more separate contracts between them and is no part of this Agreement.
- c) For purposes of this Agreement, the term "1-foot widening project" means all work performed by CITY or its contractors or agents in connection with those SR-522 improvements needed to correct improvements previously made under the 2007 cooperative agreement, including but not limited to: completion of outstanding punch list items; relocation of overhead street lights and signal junction boxes in the trail right-of-way; restoration and rehabilitation of previously-installed landscaping; installation of new or additional landscaping; new or additional concrete work or paving in the SR-522 right of way; curb and gutter work; catch basin relocation; and restoration of the Trail surface and any Trail-related or Trail-side improvements or amenities damaged or removed during construction of the 1-foot widening project.

1.1 CITY Responsibilities.

- a) CITY agrees to pay COUNTY for Work performed by COUNTY staff in connection with CITY's SR-522 improvement projects.
- b) CITY acknowledges that COUNTY review of CITY drawings or inspection of CITY construction does not relieve CITY of any responsibility for such drawings or

construction; and CITY further acknowledges that COUNTY review of CITY drawings or construction pursuant to this Agreement does not constitute a permit or authorization to conduct any work or make any improvements or alterations to any COUNTY property. COUNTY review of CITY plans shall not constitute COUNTY endorsement or approval of CITY plans. As between the parties, CITY is solely responsible to ensure that its plans, drawings, design documents, and construction comply with all applicable laws, regulations, codes, ordinances, guidelines, and industry standards.

- c) The parties agree that COUNTY's review and acceptance of the CITY's plans is for the sole purpose of authorizing the CITY to install, use, and modify facilities within the Burke-Gilman Trail right of way and to provide the CITY with complete requirements to fulfill the obligations imposed as a condition of such authorization. COUNTY's review of CITY plans does not constitute COUNTY endorsement or approval of CITY plans for any other purpose. CITY remains responsible to ensure that its plans, drawings, design documents, and construction work comply with all applicable laws, regulations, codes, ordinances, guidelines, and industry standards.

- d) CITY understands, acknowledges, and agrees that it is responsible to maintain any and all landscaping improvements that were previously made to the Burke-Gilman Trail corridor by it or its contractors or agents in connection with improvements to SR-522. CITY agrees that it shall maintain those landscaping improvements, together with any new, different, additional, or relocated landscaping improvements made to the Burke-Gilman Trail corridor in connection with the 1-foot widening project, for a period of two (2) years beginning upon substantial completion of the work which constitutes the 1-foot widening project. For purpose of this Section 1.3, "substantial completion" means:
 - i) CITY has full and unrestricted use and benefit of the 1-foot widening project for the purpose intended;
 - ii) All the systems and parts of the 1-foot widening project are functional;
 - iii) Only minor incidental work or correction or repair remains to complete all CITY contract requirements; and
 - iv) CITY's contractor has provided all occupancy permits and easement releases, to the extent that any are required or applicable to the 1-foot widening project.

1.2 COUNTY's Responsibilities.

- a) COUNTY agrees to direct its staff to promptly review and comment on CITY's plans, drawings, and design documents when submitted to COUNTY by CITY. COUNTY agrees to make its staff available to meet with CITY to provide comment and

direction regarding CITY's documents for construction on and improvements to COUNTY's Trail right-of-way.

- b) COUNTY will further direct its staff to perform weekly field review of CITY's construction work on COUNTY's trail right-of-way during implementation of CITY's SR-522 improvement projects.
- c) Pursuant to Sections 1.3 and 1.4 of this Agreement, COUNTY will timely and accurately invoice CITY for COUNTY staff time to perform the Work.

1.3 Review Process; Staff Review Rates; Billing Matters.

- a) CITY will submit a set of construction plans, drawings, and related design documents for each individual stage and phase of its SR-522 improvement project. COUNTY will promptly review and comment.
- b) CITY will reimburse COUNTY for staff review time of construction drawings, not to exceed \$5,000.00 for each individual project stage. The \$5,000 cap on staff review time for each project stage includes COUNTY staff time for a 1 hour meeting between CITY and COUNTY, to go over COUNTY comments on each stage.
- c) COUNTY may incur additional staff time costs if COUNTY requires additional information to evaluate CITY documents, or if COUNTY must follow up with CITY to secure information previously requested. COUNTY will bill CITY for such additional staff time costs at rates of \$125.00 and \$149.00 per hour, depending on staff needed.
- d) COUNTY will bill CITY for the cost of COUNTY staff time to conduct weekly field review during construction of SR-522 improvements and related work on COUNTY's trail right-of-way. Weekly field review will be limited to 3 hours per week with up to 3 staff members. Such Work is not included in the \$5,000 cap on COUNTY review of CITY documents. COUNTY will bill CITY for such Work at rates of \$125.00 and \$149.00 per hour, depending on staff needed. The parties agree that they may negotiate separate additional or different terms and conditions regarding COUNTY's weekly field review of CITY's construction. If the parties do not separately contract regarding such field review, then this Agreement shall control.
- e) Not more frequently than once per calendar month, COUNTY will invoice CITY for Work performed by COUNTY staff. COUNTY will break out staff time by employee, Work task, hours spent, and billing rate. COUNTY will bill CITY for staff time in quarter-hour increments, to the nearest quarter hour. CITY must pay COUNTY within sixty (60) days of the date on COUNTY's invoice. If CITY does not timely pay COUNTY'S invoice then COUNTY may seek collection of amounts past due pursuant to Section 1.4 of this Agreement.

- f) COUNTY reserves the right to update its staff billing rates on a yearly basis.
COUNTY shall notify CITY in writing of COUNTY staff billing rate changes.

1.4 Late Payments.

If CITY does not timely pay COUNTY'S invoice pursuant to Section 1.3 of this AGREEMENT, then KC Parks will add a five percent (5%) late fee to the invoice. If any invoice remains outstanding ninety (90) days after the date of the invoice, then the COUNTY will send it to collections. If the City is late in paying two or more invoices in a row, then KC Parks will not perform any additional review or provide any further comments until the City has paid all outstanding invoices and late fees.

II. COMPLIANCE WITH LAWS

- 2.1 CITY shall comply with, and, to the best of its ability, shall ensure that its employees, agents, contractors, consultants and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed on or in the COUNTY's Trail right-of-way, including, but not limited to, applicable public works and procurement laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

III. TERMINATION OF AGREEMENT

- 3.1 Term. The term of this AGREEMENT shall be from the effective date stated above until completion of all CITY and COUNTY responsibilities in Section I, or completion of all stages and phases of the SR-522 improvement project, whichever comes last.
- 3.2 Termination for Default. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this AGREEMENT, or if either party violates any of these terms and conditions, the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this AGREEMENT may be terminated immediately by written notice of the aggrieved party to the other. In the event of termination by default, the defaulting party shall be obligated to compensate the other party for all contract close-out costs and the portion of work which has been satisfactorily rendered to the date of termination as determined by the non defaulting party. If a notice of termination for default has been issued and it is later determined for any reason that the responsible party was not in default, then the termination shall be deemed to be a Termination for Convenience. Termination under this Section III does not relieve CITY's obligation to reimburse COUNTY for Work performed prior to termination.
- 3.3 Lack of County Council Appropriation. Any King County obligations under this Agreement beyond 2010 are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such

appropriation, then this Agreement will terminate automatically at the end of the calendar year in which funds were last appropriated, unless both parties agree in writing to extend the duration of the Agreement.

IV. LEGAL RELATIONS

- 4.2. Records, Inspections, and Audits.
- a) COUNTY will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. CITY may, at its sole discretion, from time to time inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to COUNTY. Such books, records and other materials shall be made available for inspection by CITY during regular business hours within a reasonable time of the request.
 - b) COUNTY will preserve all records for a period of six (6) years after CITY'S final payment under this Agreement.
- 4.3 Taxes. CITY and COUNTY each agree to pay on a current basis all taxes or assessments levied on their own respective activities and property; PROVIDED, however, that nothing contained herein will modify the parties' rights to contest any such tax, and the parties will not be deemed to be in default as long as they will, in good faith, be contesting the validity or amount of any such taxes.
- 4.4 Property Rights, Permits and Licenses. CITY must obtain and maintain, at its own costs and expense, all necessary property rights, permits, licenses, and approvals required for CITY's SR-522 improvement projects, or for the drawings, plans, and design documents to be reviewed by COUNTY.
- 4.5 Risk of Loss. All of CITY's personal property of any kind or description whatsoever, or that of its contractors, shall be at CITY's sole risk, and COUNTY will not be liable for any damage done to, or loss of, such personal property.
- 4.7 Entire Agreement. This Agreement and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between COUNTY and CITY. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein. This Agreement may be amended in writing by mutual agreement of the parties.
- 4.8 Rights and Remedies. The rights and remedies of the parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

- 4.9 No Agency. No joint venture or partnership is formed as a result of this Agreement. No employees, agents, consultants, contractors or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.
- 4.10 No Third Party Rights. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other person or entity. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties.
- 4.11 Binding on Successors. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives.
- 4.12 No Waiver. COUNTY's acceptance of payment for any part of the Work performed by COUNTY shall not constitute a waiver by COUNTY of any remedies of any type it may have against the CITY for any breach of this Agreement or for failure of CITY to pay for the Work as required under this Agreement. Neither the waiver by either party to this Agreement of any breach of any covenant, condition, or provision thereof, nor the failure of either party to seek redress for violation of, nor failure of either party to insist upon strict performance of, any such covenant, condition, or provision, shall be considered to be a waiver of any such covenant, condition, or provision or of any subsequent breach thereof.
- 4.13 Governing Law and Venue. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceedings shall be brought in Superior Court of the State of Washington in and for King County, Washington.
- 4.14 No Employee Relationship.
- a) In performing work and services pursuant to this Agreement, CITY, its employees, contractors, consultants, agents, and representatives shall be acting as agents of the CITY and shall not be deemed or construed to be employees or agents of COUNTY in any manner whatsoever. CITY shall not hold itself out as, nor claim to be, an officer or employee of COUNTY and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of COUNTY. CITY shall be solely responsible for any claims for wages or compensation by CITY's employees, contractors, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold COUNTY harmless therefrom.
 - b) In performing work and services pursuant to this Agreement, COUNTY, its employees, contractors, consultants, agents, and representatives shall be acting as agents of COUNTY and shall not be deemed or construed to be employees or agents

of CITY in any manner whatsoever. COUNTY shall not hold itself out as, nor claim to be, an officer or employee of CITY and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of CITY. COUNTY shall be solely responsible for any claims for wages or compensation by COUNTY's employees, contractors, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold CITY harmless therefrom.

V. DISPUTES

- 5.1 Except for billing matters addressed under Section 1.4, and subject to the termination provisions set forth in Section III, the parties agree to use their best efforts to resolve disputes and other matters arising out of the construction work or the ongoing administration of this Agreement. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, CITY's City Engineer and COUNTY's designated representative shall meet and resolve the issue; and if they cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the City Manager and from Director of the King County Department of Natural Resources and Parks; and if they cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for mediation; and if mediation does not successfully resolve the dispute, then (iv) either party may file suit in Superior Court in King County, Washington.

VI. HOLD HARMLESS/INDEMNIFICATION.

- 6.1 Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages (collectively, "Claims"), of whatsoever kind arising out of, or in connection with, or incident to, this Agreement, but only to the extent that such Claims are caused by or result from the indemnitor's own negligent acts or omissions.
- 6.2 Each party agrees that its obligations under this provision extend to any Claim brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of Claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.3 In the event of litigation between the parties to enforce the rights under this Section VI, reasonable attorney fees shall be allowed to the prevailing party.
- 6.4 If RCW 4.24.115 applies to this Agreement, then CITY and COUNTY agree that they will protect, defend, indemnify and save each other from any and all Claims arising out of or in any way resulting from their own respective acts or omissions, to the maximum

extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereafter amended.

- 6.5 The provisions of this Section VI shall survive the expiration or earlier termination of this AGREEMENT.

VII. EXHIBITS

- 7.1 The following exhibits are attached to this AGREEMENT and incorporated by this reference as if full set forth herein:

NONE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written. This AGREEMENT may be executed in counterparts, and all such counterparts shall constitute one single original agreement.

CITY OF KENMORE

KING COUNTY DEPARTMENT OF
NATURAL RESOURCES AND PARKS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

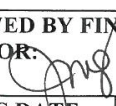
APPROVED AS TO FORM

City Attorney

Deputy Prosecuting Attorney

Date: _____

Date: _____

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Presentation and Discussion of University of Washington Urban Design Studio Projects "The City of Kenmore: Making Connections" by Ron Kasprisin, University of Washington Department of Urban Design and Planning and Graduate Students			18 April 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Frederick Stouder	425-398-8900
COST OF PROPOSAL: \$8750 for Public Awareness Visualization Packet development. Does not include printing costs.		ACCOUNT NUMBER:	
AMOUNT BUDGETED: 00		NAME AND FUND #: Reserves	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Project Report			
SUMMARY STATEMENT: Ron Kasprisin and graduate students from the University of Washington Department of Urban Design and Planning will present Urban Design Studio projects that focus on downtown Kenmore connections to Lake Washington and other local destinations. This effort continues the examination of establishing connections by trails, sidewalks or other thoroughfares that began with Professor Kasprisin in 2009.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: The Council directed the Executive to develop a contract with Ron Kasprisin, KPD for design services on October 12, 2009, according to the scope of Option 1 as presented (Public Awareness Visualization Packet) in an amount not to exceed \$8750, which excludes printing costs. That was approved by Council on January 25 2010. Council Goal 2011 includes moving the Council's interconnectivity vision forward through implementation.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Discussion and Possible Direction			
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 	
TODAY'S DATE: 6 April 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): See below	

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VIIA.

Discussion and Direction with Ron Kasprisin, Final Presentation and Report "Mapping and

the city of **KENMORE**
MAKING CONNECTIONS

UNIVERSITY OF WASHINGTON
URBAN DESIGN STUDIO
FALL 2010



VIIA.

Discussion and Direction with Ron Kasprisin, Final Presentation and Report "Mapping and

The City of Kenmore: Making Connections

University of Washington
Urban Design Studio

Fall 2010

Professor Ron Kasprisin, AIA/APA
Department of Urban Design and Planning
College of Built Environments

Diana Benson, Nick Bond, Betsy Jacobson,
Jessica Stein and Adam Webber

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FOREWARD BY ASSOCIATE PROFESSOR RON KASPRISIN, AIA/APA

Led by Associate Professor Ron Kasprisin, five second year Masters of Urban Planning students at the University of Washington completed the advanced urban design studio in December 2010.

KENMORE TODAY

The City of Kenmore, Washington is located on the northern shore of Lake Washington at the confluence of the Sammamish River connecting Lake Washington with Lake Sammamish, north-northeast of Seattle, Washington (see Figure 1).

The City is emerging from a rural-suburban residential community to an urban center along State Highway 522, an east-west arterial connecting the eastern suburbs of Bothell, Kirkland, Redmond and others to Interstate 5 to the west and the City of Seattle to the south via Lake City Way. The new urban center is characterized by a new City Hall (completed 2010), a proposed Town Center on the site of an existing shopping plaza (planning stage), and a new King County library building (2011) occurring within blocks of one another. This new center is demarked by a plateau of residential development to the north and west, and a significant wetland and wildlife habitat, Swamp Creek, to the east.

Highway 522, an eight lane arterial, forms a formidable barrier between the emerging center and the shores of Lake Washington,



Figure 1. Location map of Kenmore.

the Sammamish River, Rhododrendren Park, and Log Boom Park. As the Kenmore city form matures over time, the connections between and among the multitude of open space resources will become increasingly important for the physical identity of the community and the use of those resources by residents and visitors.

CRITICAL PRINCIPLES EXPLORED

The students were instructed to identify and describe key principles through design in a bold and expressive manner. They addressed the large design patterns but focused less on cost and current economic climate constraints. Cost factors and scaled down versions of these explorations can be studied over time in more detail once the principles are recognized and made a part of public planning policy. Students looked at only a few of a number of principles targeted by Kenmore's City Council but, it is our hope, that these detailed investigations can continue community dialogue.

- Highway 522 as a barrier to the urban waterfront
 - Option 1: Depressing the highway and a new Bus Rapid Transit (BRT) station.
 - Option 2: Crossing the highway.
- An improved traffic/pedestrian circulation network for Kenmore
- Commercial core of Kenmore
 - Option 1: Shifting to the east .
 - Option 2: Expanding development south of HWY 522 on both sides of 68th along waterfront.
- Reclaiming the Lake Washington waterfront for public and private uses

Diana Benson:	Waterfront Development and Brownfields - Kenmore Waterfront Plateau
Nicholas Bond:	New Bus Rapid Transit Station as a Catalyst for Altering Highway 522
Betsy Jacobson:	Reassessing Main Street and the City Center
Jessica Stein:	Waterfront Development and Brownfields - Kenmore Waterfront Park
Adam Webber:	Kenmore Cascade - Connecting Center to Shore

PRELIMINARY SITE ANALYSIS

The initial site studied in this studio was in the center of Kenmore at the southwest side of the intersection of Highway 522 (NE Bothell Way) and 68th Ave NE (see Figures 2 and 3). It is bounded by Highway 522 St to the north, the Sammamish River to the south, 68th Ave NE to the east and Lake Washington to the west. From the site there are views of Lake Washington including, St. Edwards State Park and Inglewood Golf Course. The proximity to Kenmore Air and Harbor Village Marina makes the site an ideal spot for watching the activity on the lake. The views north of the site are limited due to the topographic change - the site is about 20 feet lower than the city center.

After studying the site in-depth, it was apparent that the influence of any intervention reached beyond these initial boundaries to include generally the peninsula (initial site), the area south of Highway 522 between 68th Ave NE and Swamp Creek Park and the area north of Highway 522 between 65th Ave NE and 73rd Ave NE. However, not all student projects included the entirety of this expanded site in their analysis.

I. HISTORY

Though not incorporated as a city until August 31, 2008, the City of Kenmore has a history which precedes this date by many years. Dense forest land covered the landscape prior to settlement in the late 19th century and was owned primarily by investors. In 1876, one of these investors sold large tracts of land to Watson Squire, the man who would



Figure 2. Location map of initial site.



Figure 3. Aerial of initial site.

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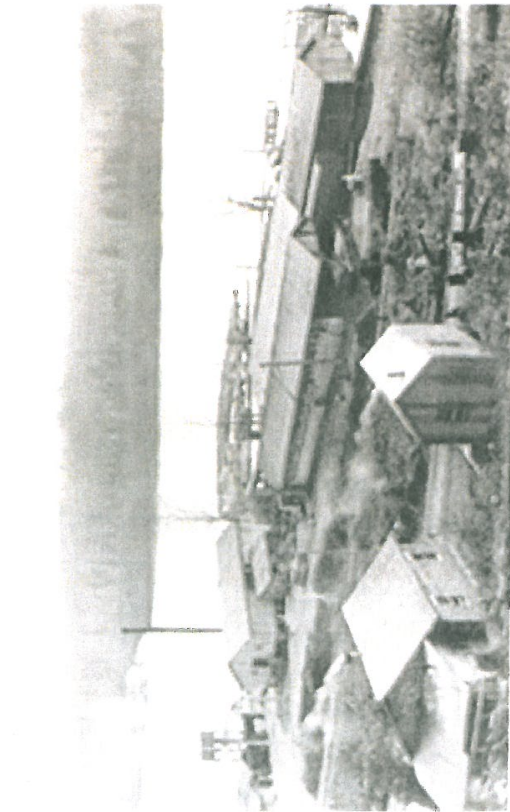


Figure 4. The McMaster Shingle Mill on Lake Washington in 1909. The foreground buildings face a dirt road that later became Bothell Way. Beginnings of the Kenmore Air Harbor in 1946 on a former swamp. Photo from the Snohomish County Museum and Historical Association and Kenmore Heritage Society.

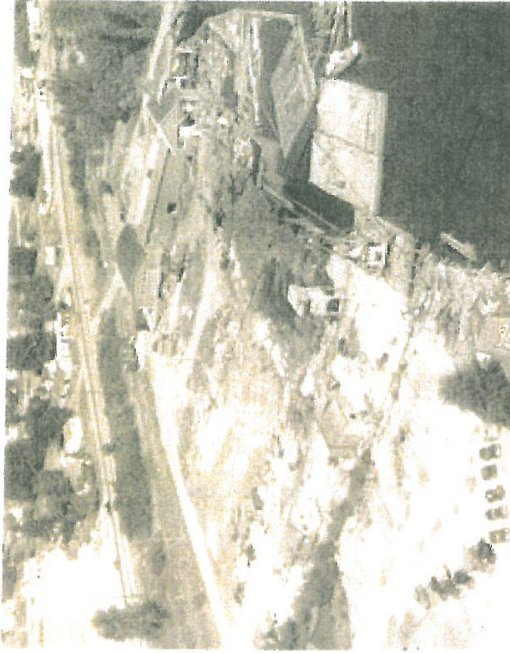


Figure 5. Lake Washington Shoreline in 1948. The Northwest Plywood mill and its log boom are located next to Kenmore Building Materials (center). Barely visible at lower left is Kenmore Air Harbor. The scene is bounded by Bothell Way (upper). Photo from the Menard family and Kenmore Heritage Society.

later become the last territorial governor of Washington and one of the state's first US Senators. Squire leased some of this land in 1901 to John and Annie McMasters. As a recent emigrant of Kenmore, Canada, John named the area after his old home town, which was in turn named after the original Kenmore, Scotland. The McMasters built a shingle mill on the property that employed approximately 35-40 men (see Figure 4). The mill stood just east of the present Premix plant on Lake Washington and with the accompanying cookhouse, manager's house, bunkhouse and a few worker shacks, comprised all of Kenmore for a time. By 1920, the mill and surrounding logging companies had removed nearly all the timber from Kenmore.

Despite cargo railway service in the area as early as 1887 most early access to the city was by boat, including regular ferry service to Seattle, Bothell, and Woodinville. In 1913, Squire Boulevard, also called the Red Brick Highway and today known as Bothell Way, opened and stimulated growth in Kenmore. Following the First World War, the Puget Mill Company offered small tracts of land and many homes were built north of the highway, between the main intersection and Swamp Creek, and extending onto the Moorlands. Development on the lakefront, however, continued to be of an industrial and commercial nature, including several restaurants and roadhouses and the Northwest Plywood Mill (see Figure 5). By 1960, St. Edwards Seminary had been built (1931), a fire department and water district organized (1942, 1952), Kenmore Air Harbor established (1946; see Figure 6), and the Northshore school district served families in the area (1959).

The population of Kenmore grew quickly during the second half of the 20th century and primarily followed the post-war suburban model of housing. The City's park growth paralleled its residential growth: St. Edwards became a State Park in 1978 and a missing link in the Burke-Gilman trail was constructed along the former rail line in 1984. On August 31, 1998, the City was formally incorporated. Kenmore has since established zoning codes, a downtown development plan, design guidelines, and other similar measures in accordance with Washington's Growth Management Act.

II. ENVIRONMENTAL AND PHYSICAL SETTING

Topography

Kenmore is located in the Puget Sound lowlands at the northern shoreline of Lake Washington. The region is characterized by undulating topography, with many smaller hills, valleys and water ways. The elevation of Kenmore ranges from between 15 feet at the lake shoreline to approximately 325 feet at the top of the hill north of the initial project site. Kenmore is divided by the Sammamish River into Northern and Southern halves. On the local scale, the site and adjacent river to the South and downtown area to the Northeast are situated in gently sloping, lower-lying areas of Kenmore, characteristic of stream valleys in the area with marshes and wetlands, bounded by moderately steep hilly areas to the West, East, and South.

The project site is situated in the lowest-lying area of Kenmore, on the northern edge of the Sammamish River and Lake Washington, downstream (west) of the confluence of Swamp Creek and the Sammamish River, where the water courses outlet into the lake. The site slopes very slightly towards the Southwest at approximately 1%, but is essentially planar. There is no significant elevation change across the site until the property's edge at Lake Washington, which descends between 10 and 15 feet to the waterline. The bounding transportation corridor to the East, 68th Ave NE, is situated at approximately the same elevation as the site, with the exception of the Southeast corner of the site where the arterial maintains elevation to cross the Sammamish River while the site slopes downward towards the water. In contrast, SR522 at the northwest corner of the site (by Kenmore Air) is elevated approximately 25 to 30 feet above the site and adjacent local street and pathway, separated by a moderately steep vegetated slope. The highway descends as it continues eastward and meets the site elevation at the intersection with 68th Ave NE.

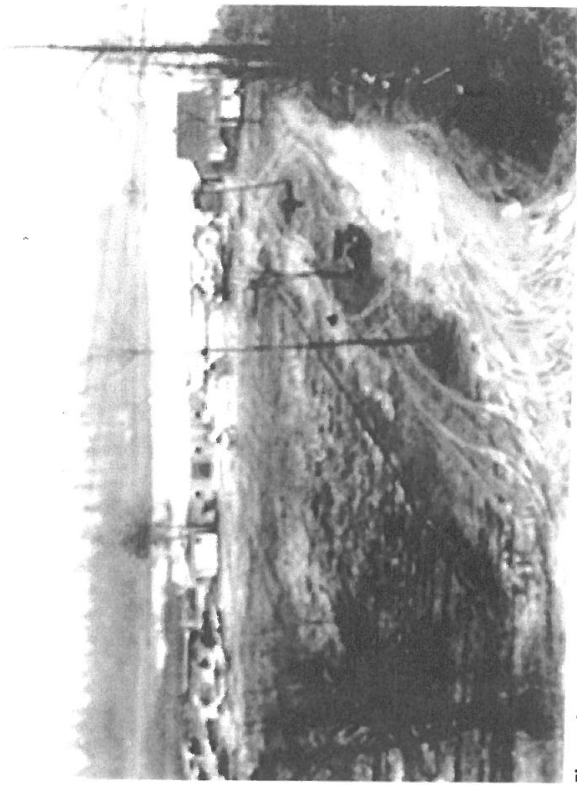


Figure 6. Beginnings of the Kenmore Air Harbor in 1946 on a former swamp. Photo from Kenmore Air Harbor and Kenmore Heritage Society.

According to the City of Kenmore's Critical Areas: Geologic Hazard Areas map, the site is located below identified landslide and erosion hazard areas, within a seismic hazard area (presumably liquefaction and tsunami hazards, although it is not specified). The site is buffered from the identified hilly hazard areas by the terraced area associated with SR522.

Climate

The regional Puget Sound climate is maritime, characterized by a relatively moderate seasonal range of temperatures, high humidity (approximately 80% to 85%), and ample rain and snow. In Kenmore the average temperatures range from a high of 76° F during the summer to a low of 35° F during the winter. Annually in Kenmore, approximately 38.6 inches of rain falls, the most of which collects during the winter months. In winter, temperatures drop below freezing, on average, 15 days per year and approximately 4.3 inches of snow falls, although this is based on extremely variable conditions where only a trace can collect one winter and up to 35 inches can collect another.

The sun angle in the southern Kenmore sky varies between approximately 20° on December 21 to 65° on June 21. Annually, Kenmore averages 154 days of sun or some sun, and 158 days of measurable precipitation. The prevailing wind is variable throughout the year, although is predominantly south, except for during the summer months when it shifts to north-northwest.

The site is characterized by typical Kenmore climate conditions (i.e., no prevalent microclimates exist at the site). The project site's close proximity to Lake Washington may affect the local humidity slightly and the site's position adjacent to the lake may allow for increased wind and sun exposure (must be determined on site). Ambient air-quality at the site is also typified by Kenmore standards, although the site is bounded to the North and East by two major transportation corridors (SR522 and 68th Ave NE, respectively) and their intersection, as well as borders the Kenmore Air Seaplane Base Airport and Harbor, potentially influencing the local air quality during peak usage hours.

Geology and Soils

The underlying geology of the region is characterized by Pleistocene glacial and non-glacial deposits from prior to and during the Vashon Stade of the Fraser Glaciation period (13,500 to 15,000 years ago). During that time outwash materials were deposited in the region, including the predominant materials that underlie the lower portions of the Kenmore Valley and the northern edge of the site. Otherwise, the majority of the site is underlain by younger alluvial materials deposited by the Sammamish, Swamp and other smaller stream systems since the last glacial advance.

The natural site materials are characterized by poorly drained fluvial sediments consisting mostly of sand and gravel and some organic-rich mud. Typically, these alluvial packages range from between 3 to 15 feet thick. In recent times, the site has been dramatically changed through human modification, starting with the lowering of the Lake Washington water level in 1917 through construction of the Lake Washington Ship Canal and Montlake Cut. Subsequent to exposing new land and wetland areas, the site was used as a dumping site for excavated materials from the construction of Interstate-5 to the west.

III. INFRASTRUCTURE

Transportation and Parking

The site is disconnected from the city center by NE Bothell Way (SR-522) which serves North Seattle suburbs, especially those who work on the eastside of the lake (Microsoft). NE Bothell Way experiences between 49000 and 37000 trips a day. Kenmore is in the process of improving the SR-522 corridor through town. Improvements include adding new traffic signals and sidewalks, widening SR 522 for business access and transit lanes, replacing the Swamp Creek bridge with the hopes of easing congestion, increase safety and improving transit reliability. The site is also bordered NE 175th which experiences the highest volume of traffic between 61s and 68th Ave NE (3500 trips). This section serves Log Boom Park, residential areas, and Kenmore Air. Kenmore Air adds a unique dimension to this site. They currently have 25 float planes operating, many of which are stored and operated out of their Kenmore headquarters. Kenmore is also a perspective site for the Lake Washington Ferry, which will serve both commuters and tourist, connecting Kenmore to other Lake Washington cities. The site is also served by the Burke-Gilman Trail. Kenmore's city center has a significant amount of surface parking that serve the city's retail. In addition parking serves the residential areas located in the core.

Transit

Both King County Metro and Sound Transit serve Kenmore, most significantly on NE Bothell Way and 68th Ave NE. There is a Park and Ride at NE Bothell Way and NE 181st St, which has 603 parking spaces and a number of bike lockers. Sound Transit's Express Route 522 connects the communities in the north end of Lake Washington to Seattle.

Utilities and Services

Water: Kenmore is a part of the Northshore Utilities District. Northshore Utility District is a special purpose water and sewer utility located at the northeast end of Lake Washington in King County. The District encompasses more than 11,000 acres in parts of Kenmore, Bothell, Juanita, Totem Lake, Kingsgate, Finn Hill, Lake Forest Park and Kirkland and serves more than 65,000 people. The District owns no water or wastewater treatment facilities. Currently, all water is purchased from Seattle Public Utilities.

Sewer: The Northshore Utilities District contracts with King County Department of Natural Resources for sewage treatment services.

Stormwater: Kenmore adopted a stormwater management plan in 2001. The enforcement and management of this plan is the responsibility of the Public Works and Engineering Departments.

Energy: Puget Sound Energy provides power to Kenmore.

Results from the Advanced Urban Design Studio: Student Projects

VIIA.

Discussion and Direction with Ron Kasprisin, Final Presentation and Report "Mapping and



Figure 7. Proposed mixed use, office and residential development on the LakePointe Peninsula.

VIIA.

Discussion and Direction with Ron Kasprisin, Final Presentation and Report "Mapping and

WATERFRONT DEVELOPMENT AND BROWNFIELDS - KENMORE WATERFRONT PLATEAU
DIANA BENSON

The LakePointe site on the north shore of Lake Washington is one of the Lake's last undeveloped areas and can potentially serve as a regional destination and an amenity for the city of Kenmore. The proximity to a changing city center, an abundance of neighboring green spaces, and the peninsula's historic wetlands all stand out as key considerations for design.

CONNECTING THE CITY CENTER AND LAKEPOINTE PENINSULA

The city of Kenmore has put much effort into revitalizing their city center, including the reconfiguration of NE 181st St, the building of three new civic buildings—a new library, city hall and fire station. Recognizing the initiative to create a vibrant city center it was important to create strong connections between the LakePointe site and the city center. The strategies for accomplishing this included the reintroduction of the grid to create a more accessible center to both cars and pedestrians and the continuation of the grid into the LakePointe site. Also, the creation of commercial and retail uses along SR522 would create a buffer between the highway and a mixed use city center. By turning away from SR522 the city center can emerge as a denser more walkable space that serves the community. Pedestrian islands at the library and 73rd Ave NE allow for safer connections between the north and south sides of SR522.

The LakePointe site has the potential to build on the neighboring green spaces. A green loop can connect the city center and LakePointe peninsula by creating a visual consistency and also create a green and pedestrian corridor throughout. A green belt can also serve to guide development with the consideration of green landscaping and infrastructure.

RESTORING AND ADAPTING THE LAKEPOINTE PENINSULA

Historically the shoreline along the LakePointe peninsula was a wetland fed by the Sammamish River; which after development in the region and within Kenmore reached its current state. The rehabilitation and adaption of the shoreline and habitat could rectify brownfield issues and also create an amenity for the city and the region. The creation of islands allows for a unique space that can serve as a safe breeding grounds for salmon and other species. A shared pervious road for pedestrians, bicyclists and automobiles can ensure light traffic that maintains the character of the islands and shoreline as a space for nature and people.

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The peninsula and the islands are a place for research and education oriented organizations to utilize the resources right below them. Situating research/office facilities above the islands would contribute to the uniqueness of the space. This concentration of development allows for the maintenance of natural and open spaces for the public to enjoy.

Instead of taking contaminated soil from the brownfield site elsewhere it can be stacked on top of the peninsula creating a plateau. This raised plateau captures views of Lake Washington and surrounding shoreline and creates a transition between mixed use development atop of the plateau and the green shoreline and islands. An activated transition through the topographical change can be another amenity to the community.

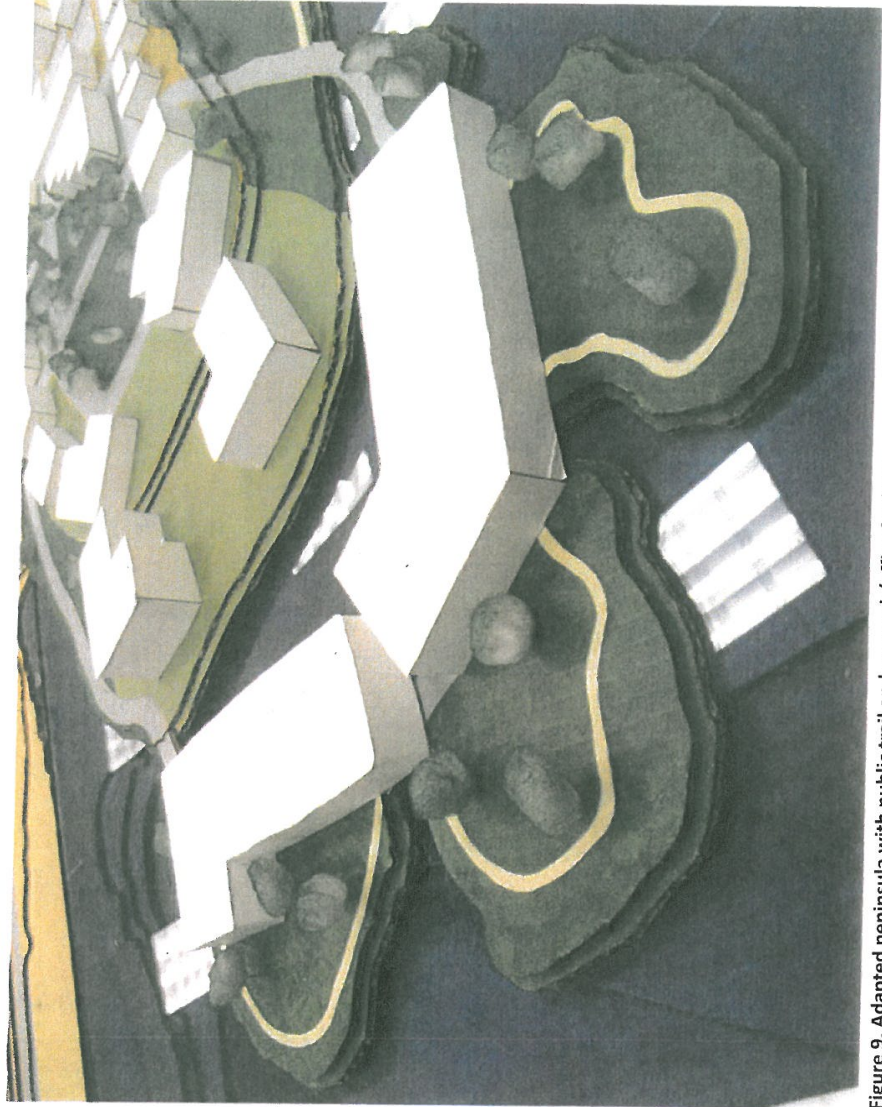


Figure 9. Adapted peninsula with public trail and research/office facilities.

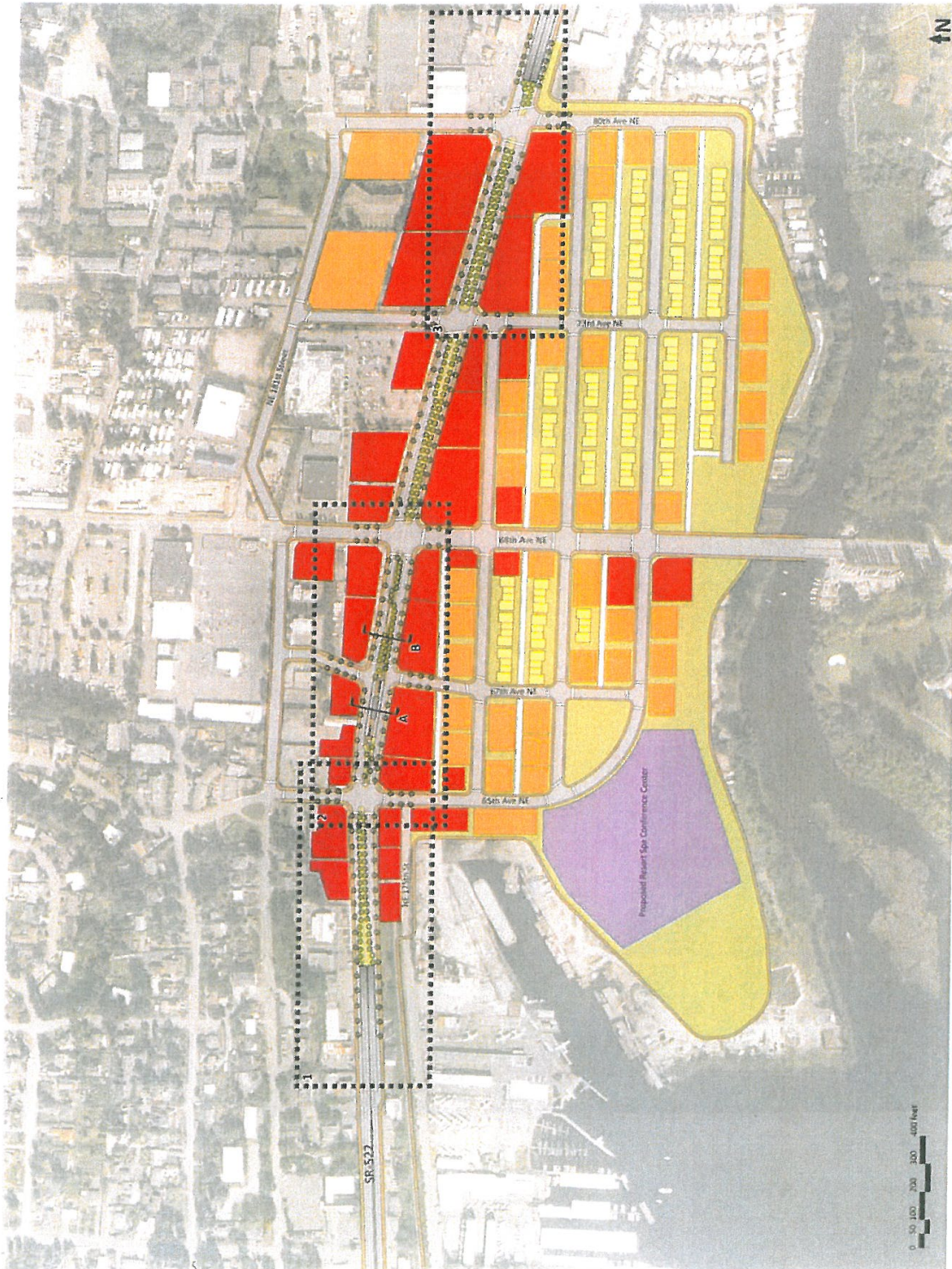


Figure 10. Concept plan.

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NEW BUS RAPID TRANSIT STATION AS A CATALYST FOR ALTERING HIGHWAY 522 NICK BOND

The primary focus of this portion of the study was to determine how to bring transit oriented development to Kenmore while overcoming SR-522 as a physical barrier to pedestrians and local traffic. These goals lead to a concept which included depressing and capping SR-522 through the Kenmore town center in conjunction with a depressed bus rapid transit station. The proposal sought to activate the SR-522 corridor, enhance pedestrian safety, connect the waterfront to the town center, and connect the waterfront to the city's open spaces through shoreline buffers and streetscape improvements.

The investigation began by looking at alternative solutions to making pedestrian and vehicle connections across SR-522. By looking at traffic volumes (especially through traffic) and turning movements it was determined that a substantial portion of the traffic on this corridor was simply passing through the city. By isolating this through traffic, an option for creating connections across the corridor began to emerge.

The preferred alternative was identified by studying the site characteristics while researching other projects involving highways as barriers. The depress and cap alternative was inspired after the review of plans to depress and cap sections of West Ave. in Lower Manhattan, a proposal to cap a depressed section of Interstate-70 along the St. Louis waterfront and by the Battery Street tunnel in Seattle. This alternative proposes to depress a ½ mile section of SR-522 from 73rd Ave NE in the east to just west of 65th Ave NE. While this would represent the preferred length of depressed highway, the length could be shortened by as much as 20% to achieve a cost savings. These depressed lands would be capped with a new surface street to be designed at a pedestrian scale for a traditional downtown pattern of development including a landscaped median and significant streetscape improvements. In addition to serving this new downtown development, the new surface street would provide access to and from 68th Ave NE. Within this center landscaped median, a bus rapid transit stop could be constructed to provide streamline bus service to and from Kenmore. (Figures 11 and 12 on the following page are section drawings showing the depressed lanes concept at the points marked A (the transit station) and B on Figure 10 on the previous page).

The depressed lanes were delineated spatially in AutoCAD to determine the extent of any right of way take which may have been required. It was determined that depressing the highway could be accomplished with limited expansion of the right of way and that this right of way expansion would not require the demolition of any existing buildings. The route for the proposed depressed lanes is shown in Figures 10, 13, 14, and 15 in faint white dashed and solid lines. Figures 13, 14, and 15 are call-outs corresponding to 1, 2 and 3 on Figure 10. Once the

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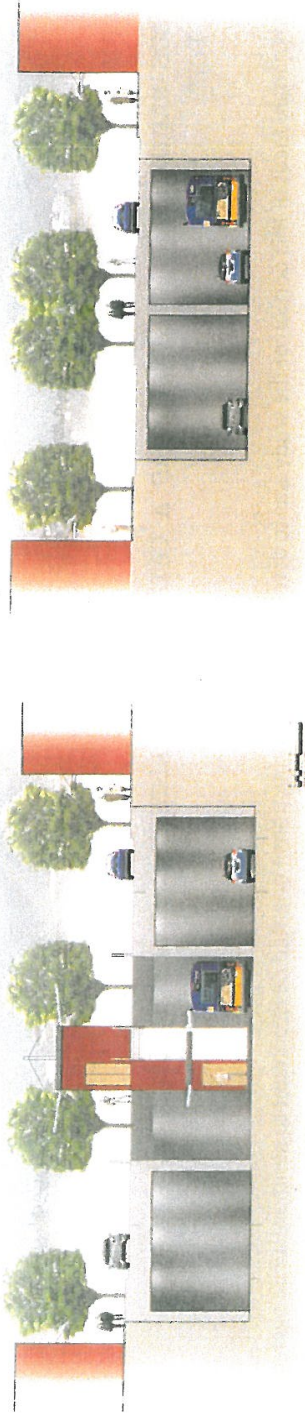


Figure 11. Section A, Bus Rapid Transit section concept.

Figure 12. Section B, capped depressed lanes section concept.

depressed lanes and new surface street configuration was completed, a greater circulation and land use plan was developed. A central goal of this concept plan (Figure 10) was to create a loop which could carry vehicles around the town center and to the waterfront. Additionally, the new surface street with lower volumes of traffic facilitated additional pedestrian crossings and vehicle crossings which are not possible under today's highway configuration.

A distribution of uses was proposed and is shown on Figure 10 which established a commercial mixed use downtown (in red), a multifamily uses (in orange), townhomes (in yellow), and a destination type of use (in purple). The proposal provides for residential densities which could more than accommodate Kenmore's future population growth allocations. This is in response to a stated goal to preserve the existing stock of single family housing in Kenmore. The destination type of use (shown in purple) could be developed in any number of ways. A hotel, spa, and conference center would be one possibility for this portion of the site. A concept similar to the Bellwether Hotel in Bellingham could be a viable use of this prime waterfront location and could help to support the development of a traditional downtown.

Along the water's edge the plan (Figure 10) calls for preserving the shorelines for public access (shown in green) including rerouting the Burke Gillman along the waterfront. It also proposes ecological restoration and bank softening to enhance this highly disturbed habitat. SR-522 could retain bike lanes in order to preserve the most direct route through Kenmore, but the depressed lanes option created a significant design problem for keeping the Burke Gillman in its present location. Sidewalks along the new surface street would provide a direct route for pedestrians seeking the most direct route through Kenmore.

While the proposal could effectively solve some of the existing challenges facing the Kenmore town center, it also raises new questions. First and foremost is the price. This project would replace a great deal of existing and recently constructed infrastructure and could not occur without state and and/or federal assistance. Bothell's ongoing project to reroute SR-522 set a precedent for this type of project, though

this project would likely exceed the Bothell project's cost. Another challenge would be the water table. Depressing the highway would take a small portion of the depressed road surface to 3-5 feet below the mean water level for Lake Washington and presumably below the water table. Further geotechnical investigation would be required to determine the challenges of designing a depressed section of highway at this location. The project would also require buy in from King County Metro and/or Sound Transit to provide either bus rapid transit service or enhance express bus service along the SR-522 corridor. Lastly, in the absence of a larger long term traffic study, I was unable to determine the capacity of the surface street in its ability to handle the traffic associated with a new downtown corridor while simultaneously handling the turning movements to and from 68th Ave NE and SR-522.

Figure 13.
West entrance
to SR-522,
capped
depressed
lanes at 65th
Ave NE.

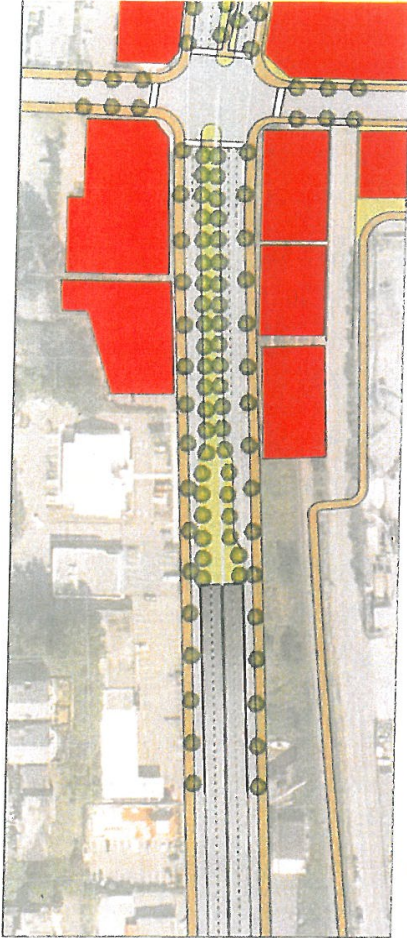


Figure 14.
Proposed
BRT station
at SR-522 and
67th Ave NE.
Depressed
open air
station.

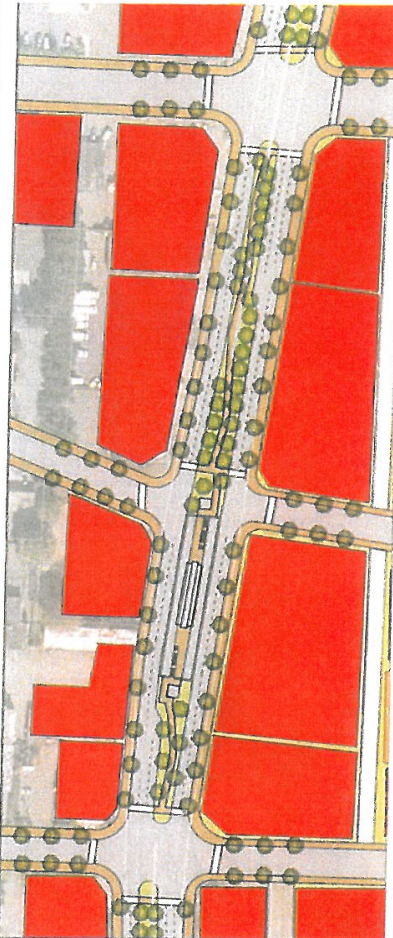
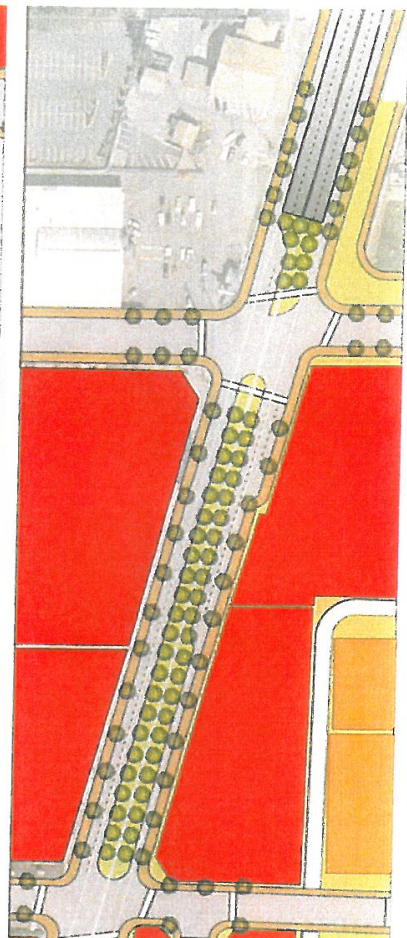


Figure 15.
East entrance
to SR-522
capped
depressed
lanes at 80th
Ave NE.



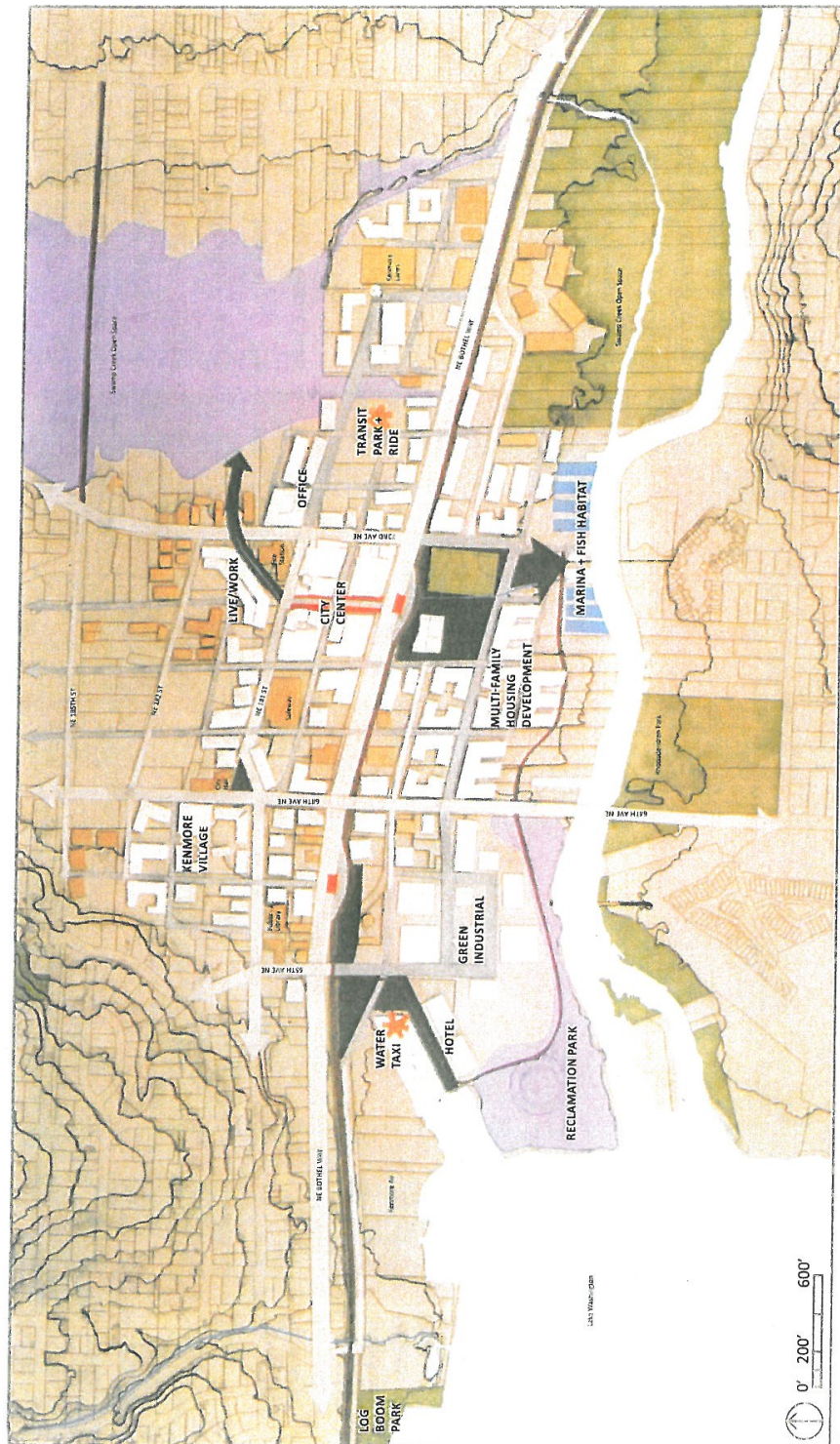


Figure 16. Reassessing main street and the city center.

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REASSESSING MAIN STREET AND THE CITY CENTER BETSY JACOBSON

Lake Washington's industrial and working waterfront is an important piece of Kenmore's history. This master plan explores how to provide public waterfront access and establish a town center while maintaining contemporary industrial land uses.

Historically, the peninsula was a network of wetlands and islands but was forever altered after Lake Washington was lowered approximately nine feet with the construction of the Lake Washington Ship Canal in 1916. At that time, property became available for development but the unstable soil structure required deep and expensive foundational support for buildings taller than two-stories. Cities along Lake Washington thus used the exposed land for a variety of industrial uses. Over the last half century, industries have been relocating and these unstable lands are recently being reclaimed as parks and open spaces.

Kenmore has a long history of water-related industrial land uses and now has one of the last remaining industrial sites on the Lake Washington shoreline. Industrial land uses such as Kenmore Air and seafood packaging have become a unique attraction that can not only provide an important tax base, but also remain an important link to the history and future of Kenmore's economy. This master plan explores strategies to maintain and intensify contemporary industry on the peninsula while providing public waterfront access. The scope of the initial project has been broadened to include downtown to highlight pedestrian connections and commercial opportunities.



Figure 17. City scale, site located among natural topography and wetlands.

KEY STRATEGIES

1. Establish a town center and maintain an industrial tax base.

A town center located to the east could allow for two connecting corridors to the water within a five-minute walk. The first is a commercial corridor along NE 182nd St that has been mentioned in subsequent planning documents to incorporate public buildings – such as the library and town hall – and regional retail similar to what exists today. The north-south corridor could connect the privately owned Swamp Creek Open Space through downtown to Swamp Creek Park. Where these two corridors intersect, a vibrant and active town center is proposed adjacent to the transit Park and Ride, offices, and multi-family housing.

There are instances where a former brownfield site can still maintain its industrial land use but can be altered from an older polluting heavy industrial to a cleaner regulated light industrial providing research and development laboratories or smaller manufacturing facilities. Kenmore's peninsula sites could transform into new light-industrial land uses which take advantage of transportation connections already in place, as well as the proximity to affordable housing and commerce.

2. Integrate a pedestrian scale street grid.

The large, suburban style, block size is uninviting to pedestrians. By reclaiming the parking lots for streets, a smaller street network could be phased into new development. This would improve pedestrian connections and vehicle access.

3. Create safe pedestrian crossings at multi-modal network intersections.

Industrial land uses require large trucks and, therefore, wider streets. This plan creates a multi-modal network that attempts to separate pedestrians from the wider road system while still allowing for direct connections to the water and amenities. This is done by linking bike trails, walking paths, and pedestrian-oriented streets to signalized lights and safe crosswalks.

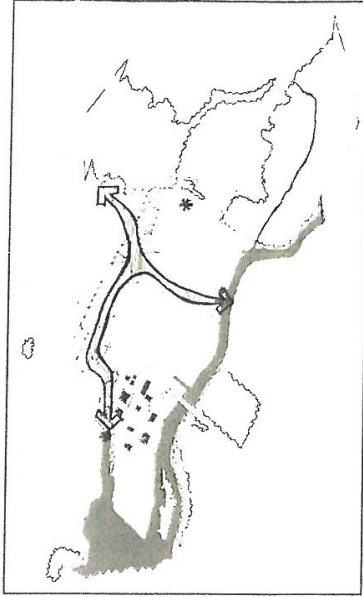


Figure 18. Establish town center and maintain industrial tax base.

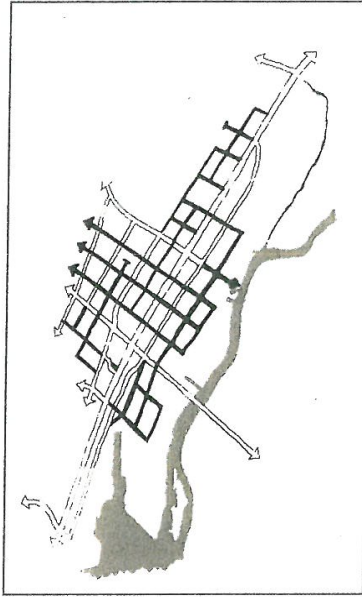


Figure 19. Integrate pedestrian scale street grid.

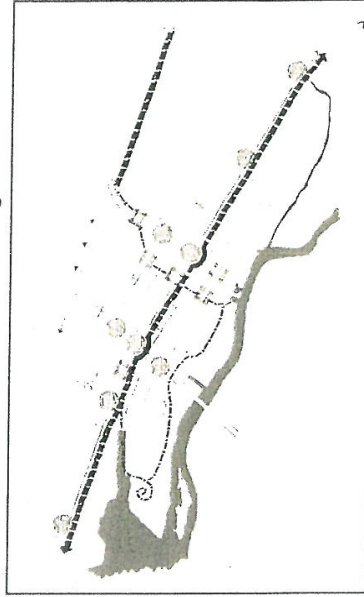


Figure 20. Create safe pedestrian crossings at intersections.

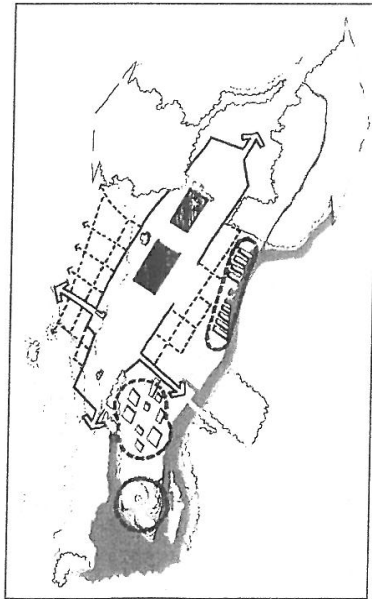


Figure 21. Multi-family housing adjacent to commercial.

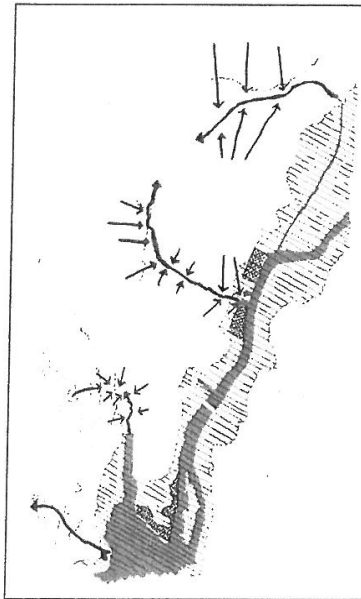


Figure 22. Utilize natural topography for improved water quality.

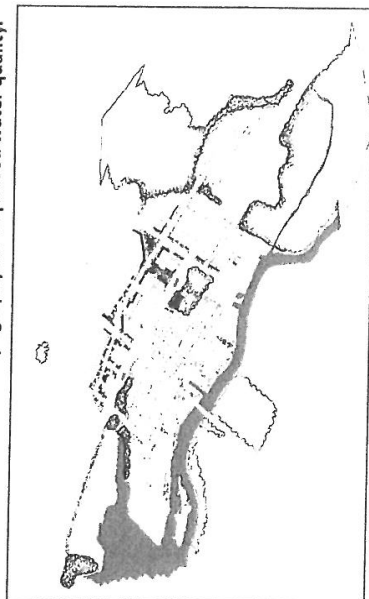


Figure 23. New vegetation near retail and pedestrian corridors.

4. Encourage multi-family housing adjacent to commercial.

Increased housing density in Kenmore's downtown is needed to support new amenities. Land south of NE Bothell Way and north of NE 182 St appears underutilized and this plan encourages phased development into multi-family housing. This housing can take advantage of views and easy access to public transportation, commercial amenities, and an integrated park system.

5. Utilize natural topography for improved water quality.

The north-south corridor connecting Swamp Creek Open Space to Swamp Creek Park is proposed as a "green street" that could collect stormwater runoff from new development and existing parking lots. A treatment train of bioswales (raingardens), planter boxes, and filters could clean this water of pollutants before being discharged into the Sammamish Slough.

6. Plant new vegetation near retail and pedestrian corridors.

Street trees and vegetation along pedestrian-oriented streets provide a number of benefits such as a sense of enclosure, protection from environmental conditions and vehicle traffic, important habitat connections, and improved air quality. This plan encourages the protection of existing vegetation while also planning for new plantings – especially along commercial corridors – as new development takes place.

'GREEN STREET' PEDESTRIAN CORRIDOR

The north-south pedestrian corridor could connect the privately owned Swamp Creek Open Space through the town center to Swamp Creek Park (see Figure 25). The corridor could be defined by a treatment train that runs along the public right-of-way and eventually discharges at a new marina. Water would initially be collected from the Swamp Creek Open Space and diverted into an infiltration trench located between new live/work private development and the recently completed fire station. Figure 26 illustrates the town center as four blocks of mixed-use built around structured parking. Lastly, the marina is proposed as an amenity for both the public and new residents (see Figure 27). It is located within the 100-foot floodplain where land is unbuildable but, by carving into the land, could potentially provide habitat for salmon and species that need covered protection and slow water current.

RECLAMATION PARK

The peninsula is not yet labeled a Brownfield but, after years of industrial uses, there is most likely a significant amount of pollution on site. Reclamation Park is designed to clean a portion of the site's soils using bioremediation techniques (see Figure 28). First, concrete and other site waste can be collected to create a viewing hill similar to Seattle's Gas Works Park or Magnuson Park. By concentrating public viewing to the hill, the shorelines can be exposed to oxygen and natural elements to slowly clean the soil. There are a number of EPA approved remediation strategies similar to this that visitors can view and learn from the landscape.



Figure 24. Model of site.

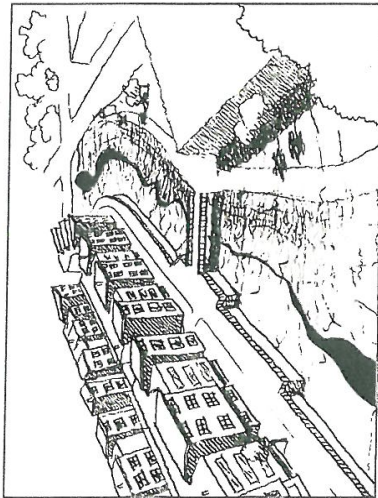


Figure 25. Live/work housing with infiltration trench.



Figure 26. Town Center and NE Bothell Way median.

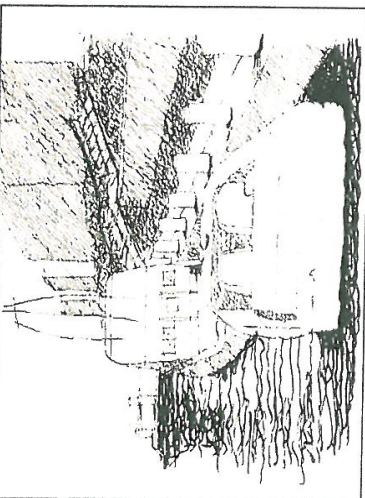


Figure 27. Public docking and marina.

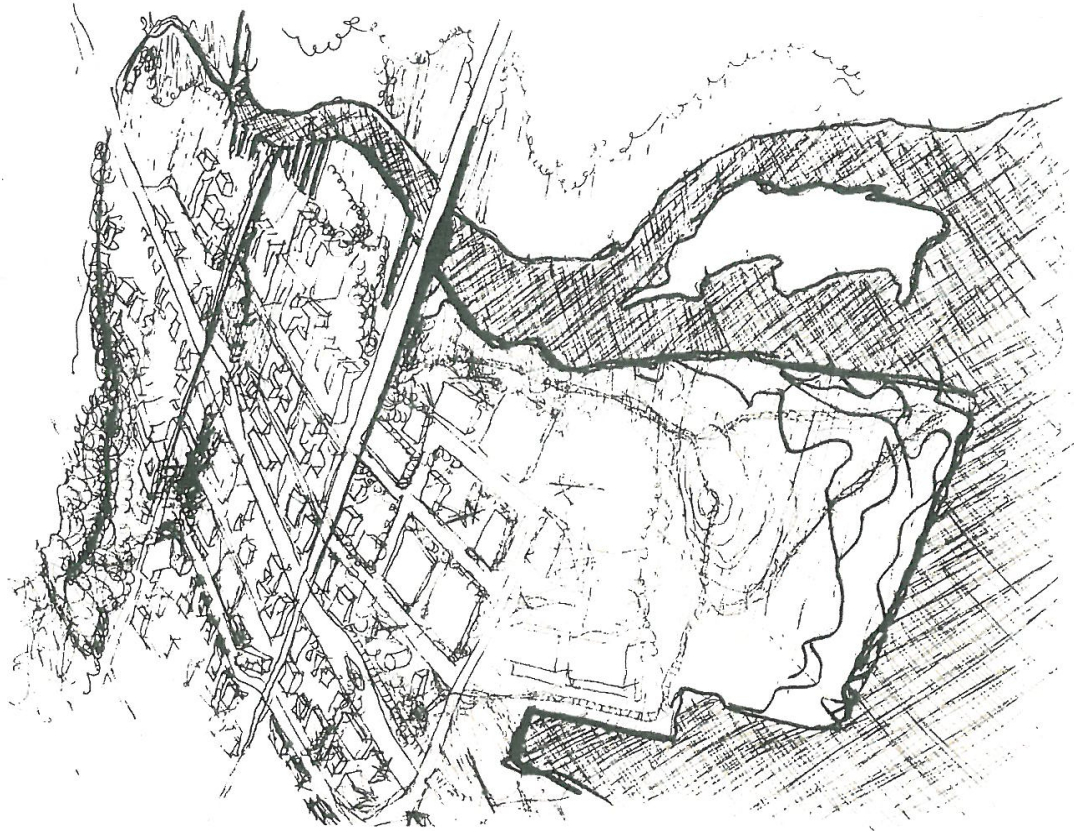


Figure 28. Reclamation park.

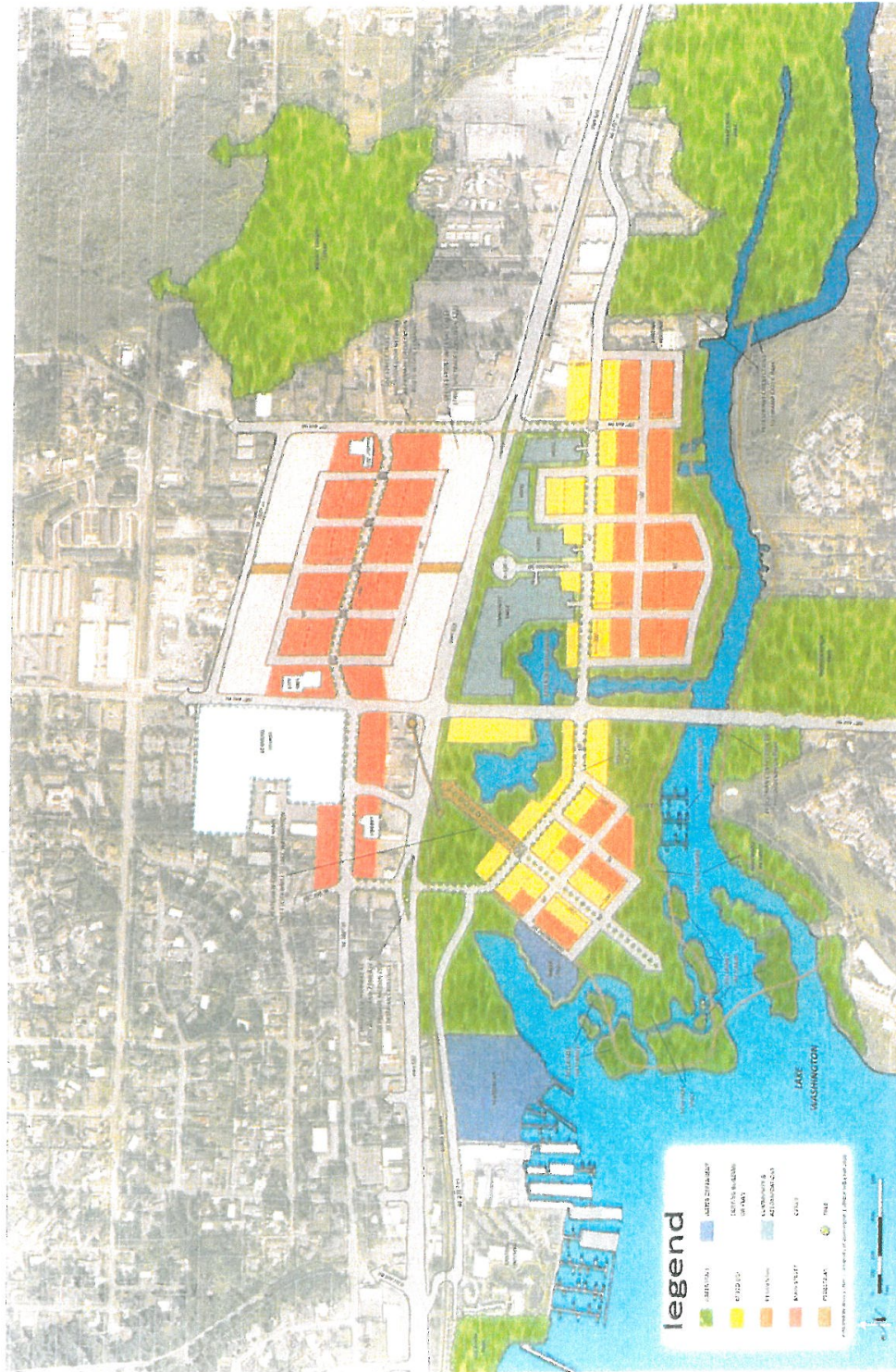


Figure 29. Site Plan of Kenmore, WA. Waterfront property is reclaimed for community and environmental purposes. Main street development extends north of the highway from the Library to proposed Fire Station.

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WATERFRONT DEVELOPMENT AND BROWNFIELDS - KENMORE WATERFRONT PARK

JESSICA STEIN

The City of Kenmore has a unique opportunity to develop one of the last remaining industrial sites on the shores of Lake Washington. This proposal reclaims the land south of Highway 522 for Kenmore residents in an effort to expand and connect existing activity nodes north of the highway to the water.

The following six goals guided this proposal:

- Goal 1: Reclaim wetlands on the current peninsula & highlight the community's connection to the water.
- Goal 2: Highlight view corridors from main street Kenmore to Lake Washington.
- Goal 3: Connect existing greenspace using trails and new parks.
- Goal 4: Construct a loop circulation network which favors vehicular and pedestrian travel within Kenmore.
- Goal 5: Establish a balance between residential and retail land uses near the waterfront to facilitate the development of a mixed use neighborhood.
- Goal 6: Create multiple pedestrian connections across Highway 522 to better integrate new waterfront development.



Figure 30. Loop circulation network (road highlighted by street trees on both sides) and potential configuration of mixed-use development on the peninsula. Looking southwest.

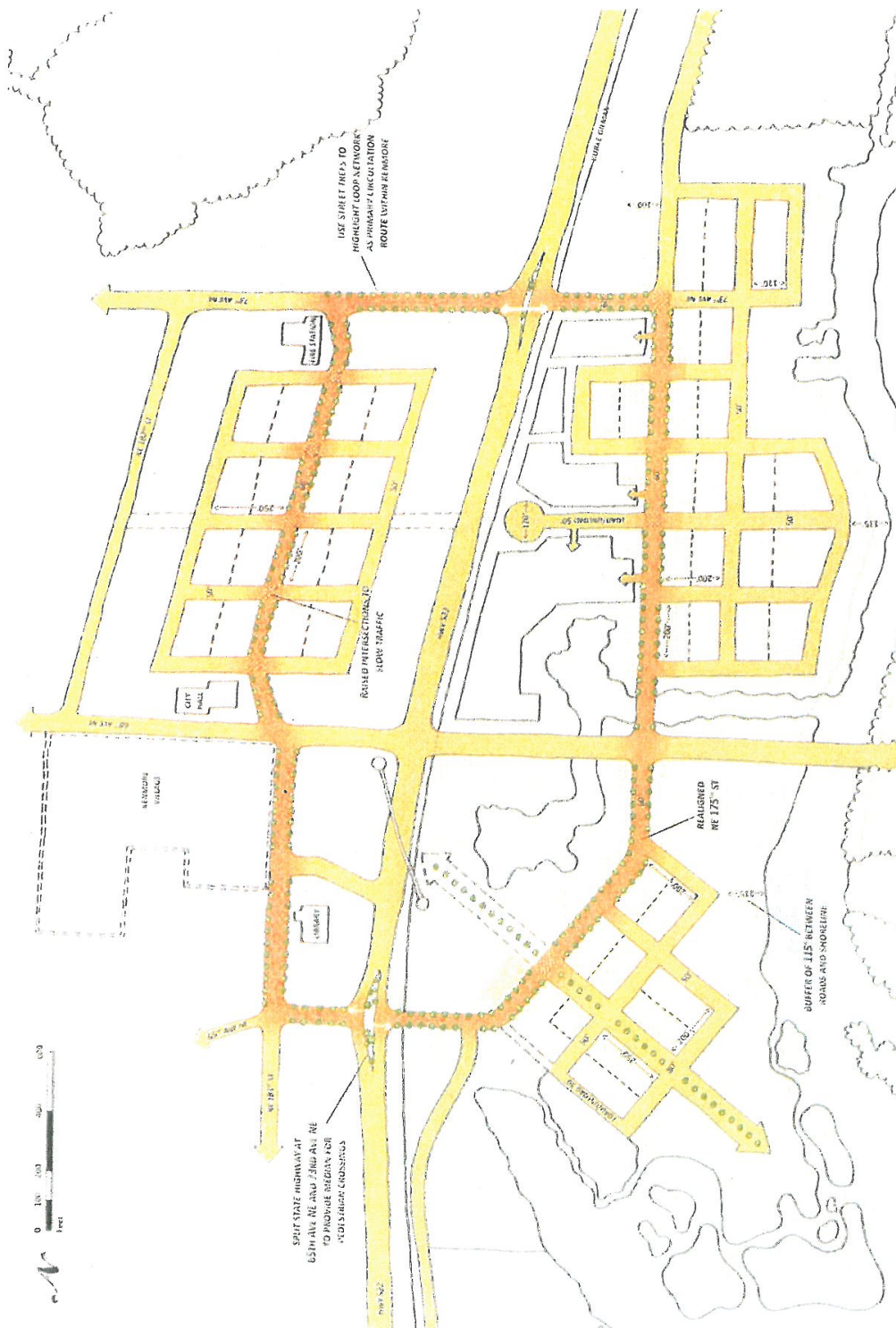


Figure 31. Vehicular circulation routes. The loop network is highlighted in orange and lined with street trees on both sides of the street.

KEY IDEAS

A loop circulation network along 65th Ave NE, NE 181st St, 73rd Ave NE, and a realigned NE 175th St favors vehicular and pedestrian travel within Kenmore (see Figure 30 and Figure 31). The is highlighted through aesthetic improvements – including street trees, lighting, and

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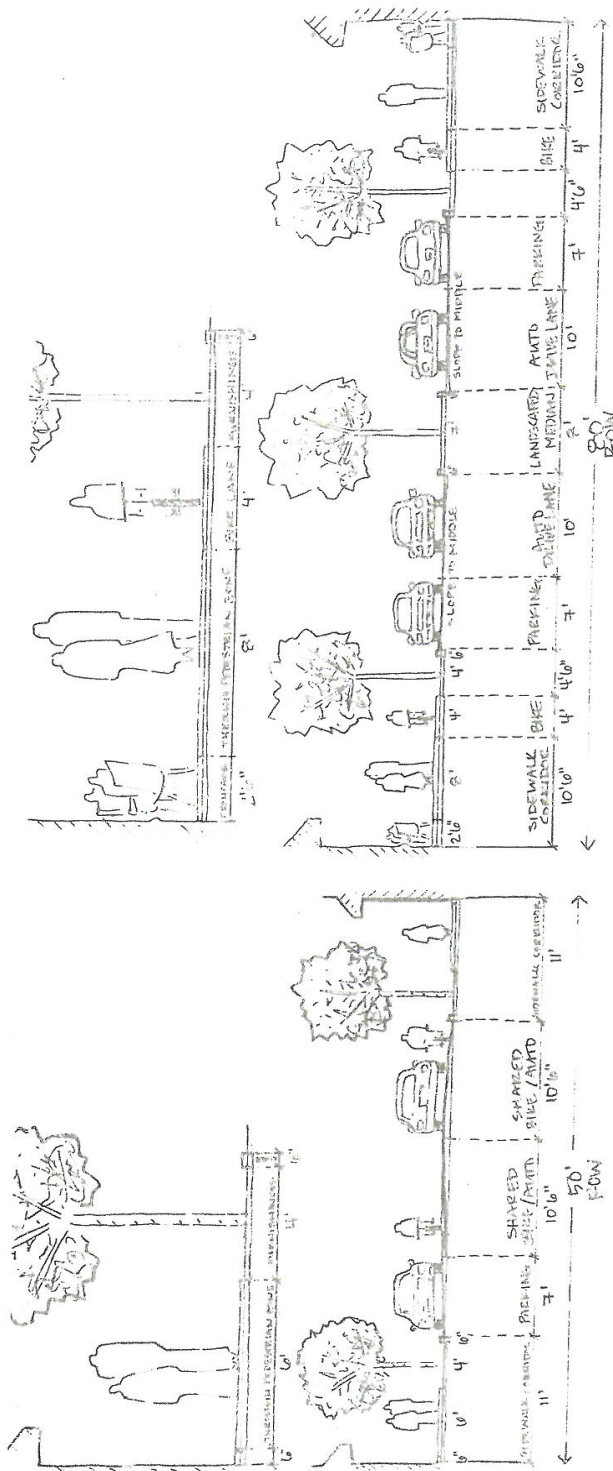


Figure 32. Section of fifty foot right-of-way. Sixty foot right-of-way adds parking to the second side of the street.

Figure 33. Section of eighty foot right-of-way for the boulevard on the view corridor from City Hall to the waterfront.

pedestrian furniture – and a wider right-of-way (60 feet; see Figure 32) than the connecting grid (50 feet). Raised intersections are used to slow traffic and boost retail activity throughout the loop. The highway is split at 65th Avenue NE and 73rd Avenue NE to make room for a landscaped median of approximately 25 feet to facilitate signalized, non-motorized crossings of Highway 522 (pedestrian travel is currently limited to the south side of Highway 522 along the Burke Gilman Trail with limited opportunities to cross the highway and limited access to the water; see Figure 31).

Development within the site largely turns its back on the highway, further emphasizing the loop and highway as the primary means of moving within and through Kenmore, respectively. A main street, similar in scale to Bothell's downtown, is proposed north of the highway on NE 181st St which incorporates the new library, city hall, and proposed fire station. Blocks of approximately 200 feet by 250 feet are used along main street between 68th Ave NE and 73rd Ave NE to impart a pedestrian scale, with surrounding office space to support daytime retail (with main entrances oriented away from the highway).

Small scale blocks are continued south of Highway 522 along the loop to facilitate spatial expansion of the city center towards the water and existing parks. This land is depicted as a mixed-use community with retail focused along the loop and boulevard, and multifamily residential closer to the water (see Figure 30). To the east of 68th Ave NE, a community center – with opportunity for theater, a farmer's

market, and small scale convention space – and hotel development are included north of the realigned NE 175th St and south of Highway 522.

The street grid on the peninsula (west of 68th Ave NE) is rotated to highlight a view corridor from City Hall to Lake Washington along a pedestrian path and boulevard leading to the proposed park (see Figure 34). Aesthetic improvements used on the loop are extended along the boulevard, with additional right-of-way for a landscaped median (80 feet total; see Figure 33), as well as the pedestrian path. An elevated crossing could be incorporated into new development northeast of the intersection between Highway 522 and 68th Ave NE to allow pedestrians to move safely along the established view corridor from City Hall to the waterfront.

The peninsula southwest of the Highway 522 and NE 68th St intersection is one of the last remaining industrial sites on the Lake Washington shoreline. In an effort to return this land to the public and natural systems, the shoreline (and proposed park edge) is altered to roughly follow the shoreline prior to fill activity (see Figure 35). Land outside of this shoreline is reclaimed as wetlands to reflect the ecological tendency of the peninsula. The slough is also extended north and west near 68th Ave NE to further highlight the presence and importance of water in the community. Earth collected from dredging is used to create an undulating landscape within the proposed park capable of treating any industrial pollutants on-site (see Figure 36 and Figure 37).

In addition, space is allocated for a water taxi and associated small inland harbor on the northern edge of the peninsula



Figure 34. Looking southwest from City Hall along the view corridor. The boulevard is shown leading to the proposed park with part of the pedestrian connection highlighted in the foreground (the brown arrow).



Figure 35. Relationships between the new shoreline, reclaimed wetlands, extended waterway and water dependent uses.

near the existing Kenmore Air location. Service would initially be provided to Seattle with opportunity for expansion to other locations on Lake Washington, potentially alleviating some commuter congestion and providing recreational opportunities on the lake. The close proximity of these water dependent uses and their relationship to the proposed park would highlight the community's connection to Lake Washington and the surrounding region. A small dock system on the slough west of 68th Ave NE would also allow kayaks and other small boats traveling from

Swamp Creek Park and Lake Washington to moor near or depart from the new park site.

In combination with the Burke Gilman Trail, a boardwalk system establishes non-motorized connections between Log Boom Park, the new wetland and park areas, Inglewood Wetlands, Rhododendron Park, and Swamp Creek Park (see Figure 36, Figure 37 and Figure 38). The boardwalk is elevated (to provide access with limited disturbance) through the reclaimed wetlands, is an at-grade, paved trail along the north and south shores of the Sammamish Slough and crosses under 68th Ave NE to avoid slowing vehicular travel. Stairs on both sides of the boardwalk at 68th Ave NE would provide street level access as well as an opportunity for trail users to switch from the north to south boardwalk. The boardwalk is established within a 115 foot setback from the shoreline to facilitate



Figure 36. Proposed park, wetland reclamation and boardwalk on the peninsula. Space allocated for the water taxi is shown on the left side of the picture).



Figure 37. Connections established between existing greenspace (Log Boom Park, Rhododendron Park and Swamp Creek Park) using new parks and trails.

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Figure 38. New boardwalk along the north edge of the Sammamish Slough.

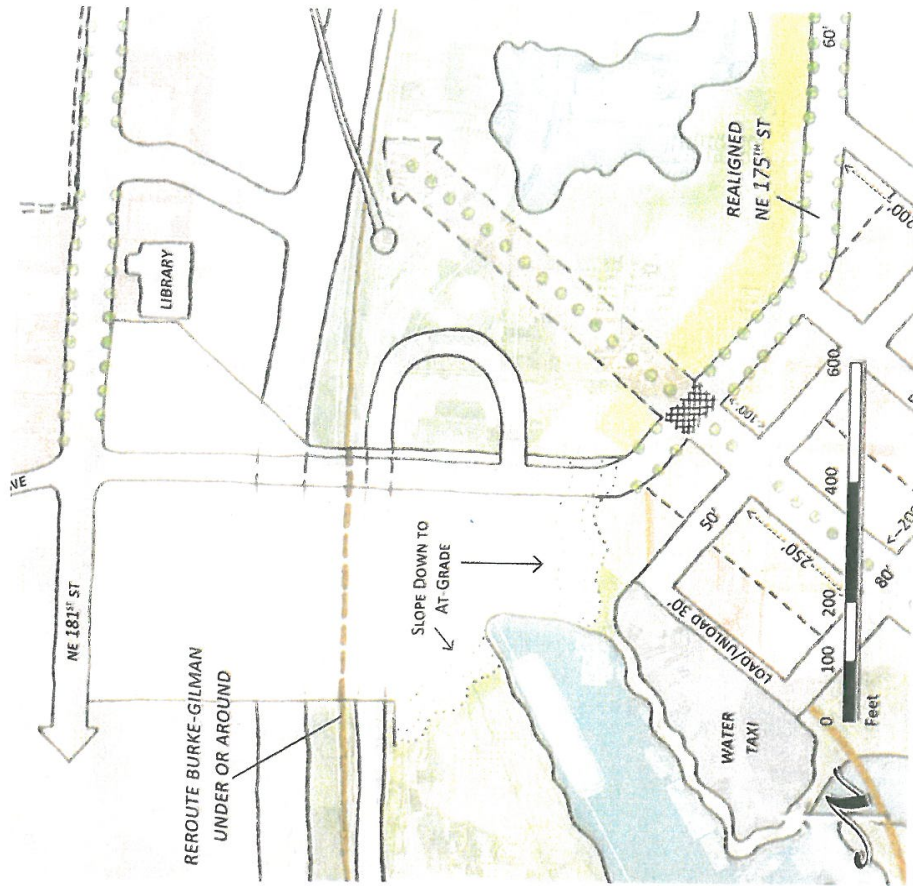


Figure 39. Possible integration of pedestrian bridge crossing Highway 522.

minimal developmental impact and maximized public access to the water.

Finally, a large scale pedestrian bridge crossing Highway 522 could be integrated into the plan, connecting 65th Ave NE and the realigned NE 175th St (see Figure 39). The bridge is discussed further in Adam Webber's student project.



Figure 40. Site map showing the LakePointe peninsula area and surrounding street grid. The property is delineated in red. The new City Hall and Library are called out with red stars.

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KENMORE CASCADE: CONNECTING CENTER TO SHORE
ADAM WEBBER

The LakePointe peninsula in the City of Kenmore provides substantial social and economic opportunities for the city, as well as for potential residents, recreators, and business ventures. Adjacency to the Lake Washington and Sammamish River waterfronts offers a unique setting to stimulate innovative urban design that strengthens the Kenmore identity, integrates the waterfront into the core of the city by bridging the barriers that fragment the fabric of the city today, and develop a public realm that facilitates interaction and ultimately instills in Kenmore residents a sense of pride and ownership.

While examining the site from a physical perspective, it became clear early on that a major constraint to site development is the disconnect between the site and the city center caused by NE Bothell Way to the north and 68th Avenue NE to the east (see Figure 40). However, topography provides substantial opportunities to overcome these barriers and thus established the foundation for this study (see Figure 41).

Initially, the focus of this investigation was on the expansion of the Kenmore fabric to the industrial areas south of NE Bothell Way, on both the east and west sides of 68th Avenue NE. The final large-scale site arrangement for this study, as is shown in Figure 42, includes a well connected street grid that parallels the existing orientation of Kenmore's streets, which can be accessed from several places along the bounding highways. The new grid is contained within a "loop road" to the south that provides

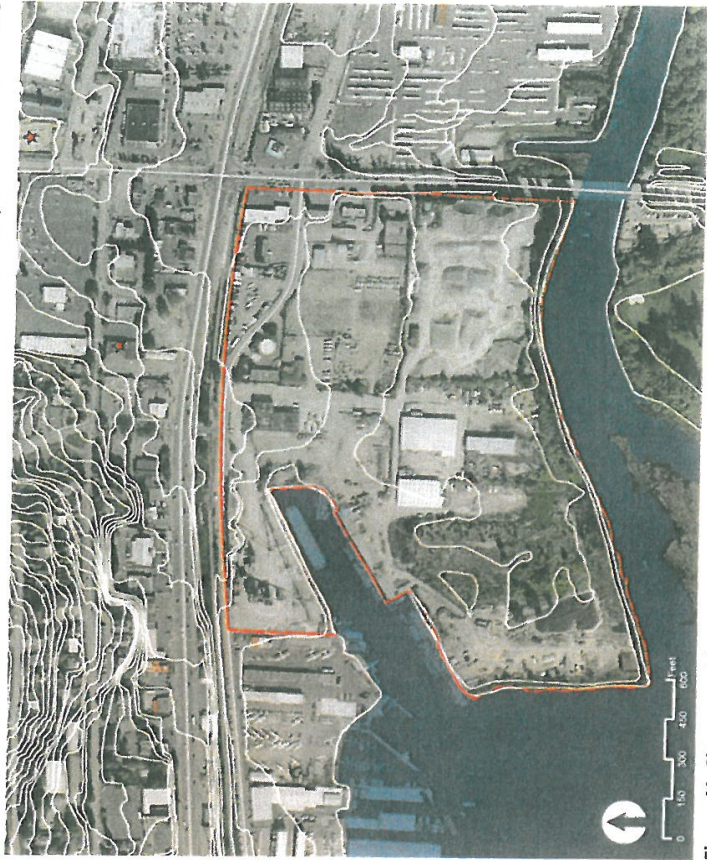


Figure 41. Site map with topographic conditions.

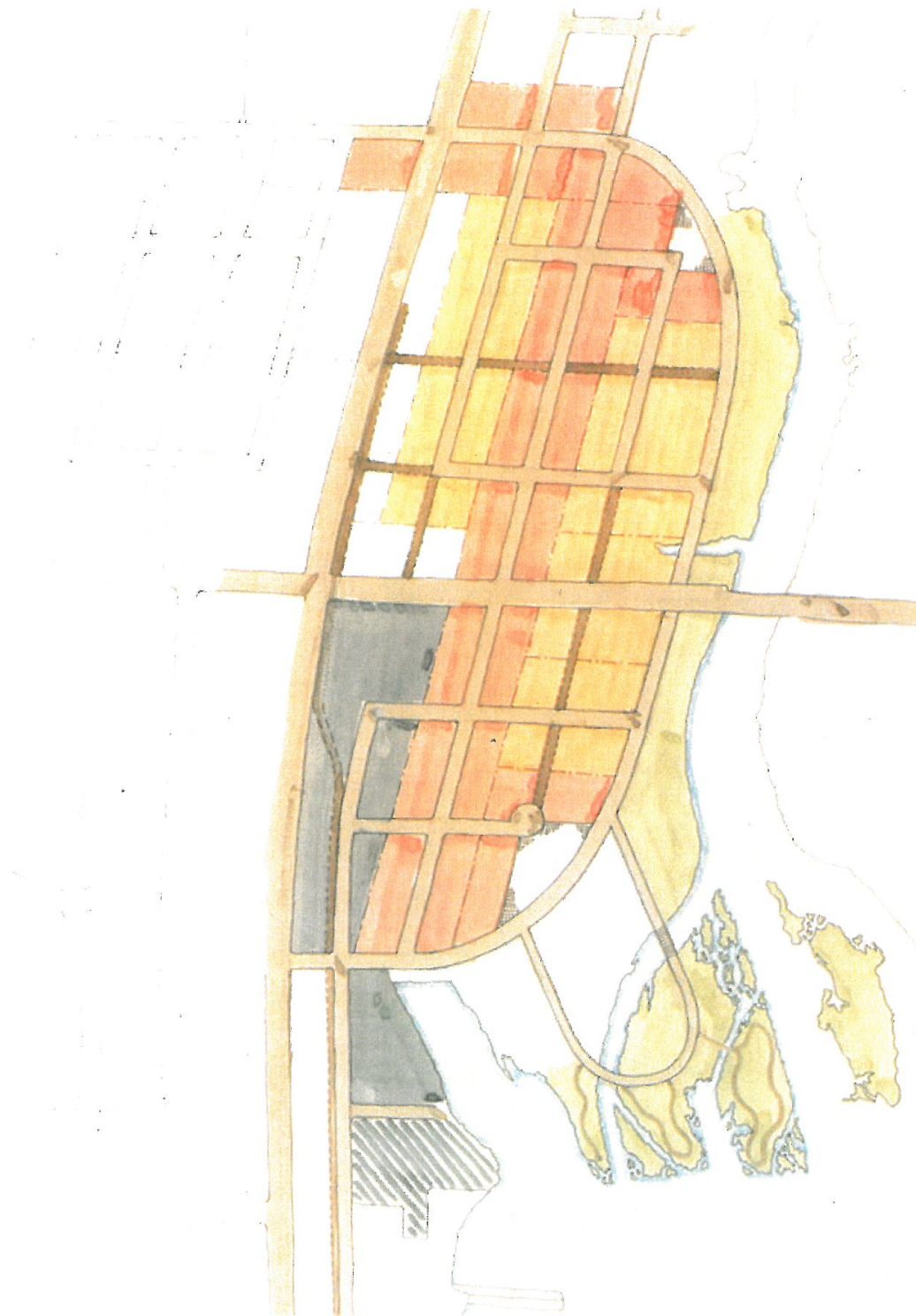


Figure 42. Site plan proposal.

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access to the Sammamish River waterfront, while connecting the eastern and western portions of the site by passing under 68th Avenue NE as it bridges the Sammamish River. The photographs in Figures 43 and 44 show the topographic setting at the north and south bridge abutments, respectively, suggesting the potential for improvements that can accomplish such an underpass. In addition to the topographic constraints surrounding such a connection, which do require further analysis to determine actual feasibility, the mandatory setback for impervious surface improvements from open waterways also needs to be addressed.

In terms of land use, the site plan proposes a transit-oriented-development (TOD), potentially connected to Nicholas Bond's bus rapid transit and vehicular tunnel system, along NE Bothell Way at the northern edge of the LakePointe site (shown in dark blue-green in Figure 42). The TOD supports a BRT network along with access to Kenmore Air and the potential for reintroduction of a Lake Washington ferry route. The TOD location would provide transportation alternatives for all Kenmore residents and visitors at a strategically placed hub. Mixed-use development (residential/office and residential/retail – shown in red in Figure 42) would be concentrated and tactically arranged along an east-west corridor extending through the site, as well as symbolically linking the eastern portions of the site at-grade across NE Bothell Way at 73rd Avenue NE to improve north-south



Figure 43. Photo viewing north across the Sammamish River towards the northern bridge abutment of 68th Ave NE



Figure 44. Photo viewing west towards the southern bridge abutment of 68th Ave NE. The image depicts the potential for a similar underpass on the north side of the Sammamish River, as indicated in the site plan proposal.

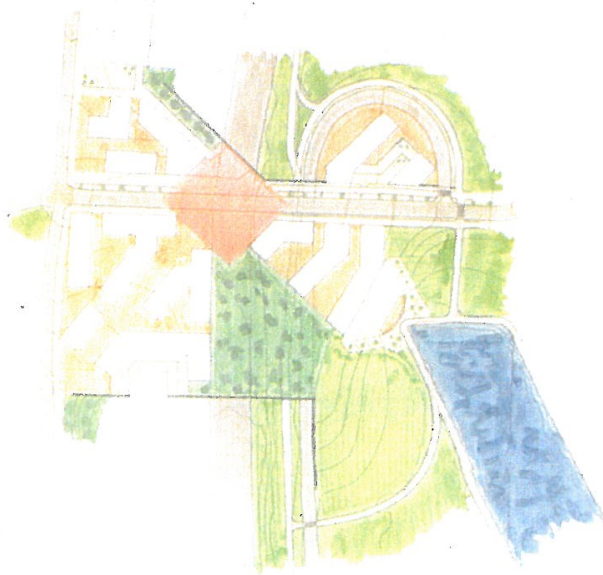


Figure 45. Final proposal for bridging 65th Ave NE across NE Bothell Way.



Figure 46. Photo viewing north at constructed model of bridging proposal and campus arrangement. Library is the red structure on the upper right. (Jessica Stein's site plan is shown in the foreground of the photo.)

connectivity and ultimately develop a commercial loop that overcomes the current barriers caused by NE Bothell Way. A variety of housing opportunities, as shown in orange in Figure 42, will be provided within the remaining parcels, including relatively dense multifamily in the form of town houses and duplexes and a select number of single family residences. Finally, the site includes significant open space preservation and restoration of the western-most portion of the LakePointe peninsula, including selective excavation of fill materials to construct wetland and river delta structures and promote reintroduction of natural ecologies and biodiversity, including fish habitats and bird sanctuaries. Excavated materials, which are irregularly and potentially highly contaminated throughout the site, with concentrated "hot-spots," would be used as grading materials on-site to shape the site development and capped to confine the tainted materials. Additionally, where geotechnical analyses determine the presence of poor soils at risk for settlement with added burdens, pier supported decking would be used as foundation material for eventual construction. Finally, bridged park spaces for recreation and waterfront related activities will be incorporated into the island and wetland system redevelopment.

As opportunities for connecting the industrial spaces along the Sammamish River from east to west emerged, and strategies for restructuring the fabric of the area to achieve the greatest social, ecological and economic potential were developed, the NE Bothell Way

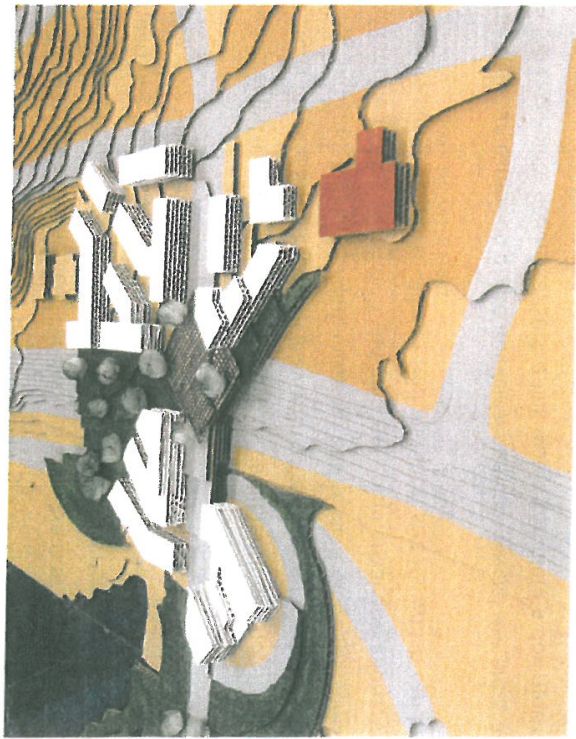


Figure 47. Photo of bridging model viewing west along NE Bothell Way.

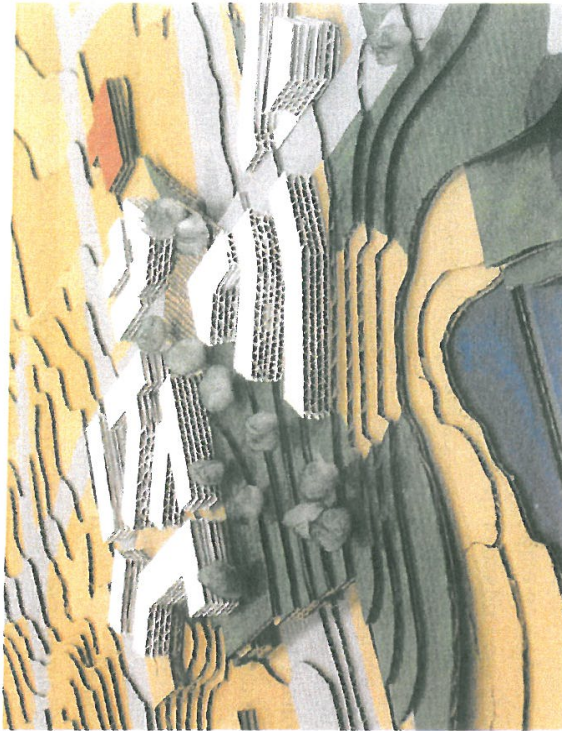


Figure 48. Photo of bridging model viewing northeast across NE Bothell Way.

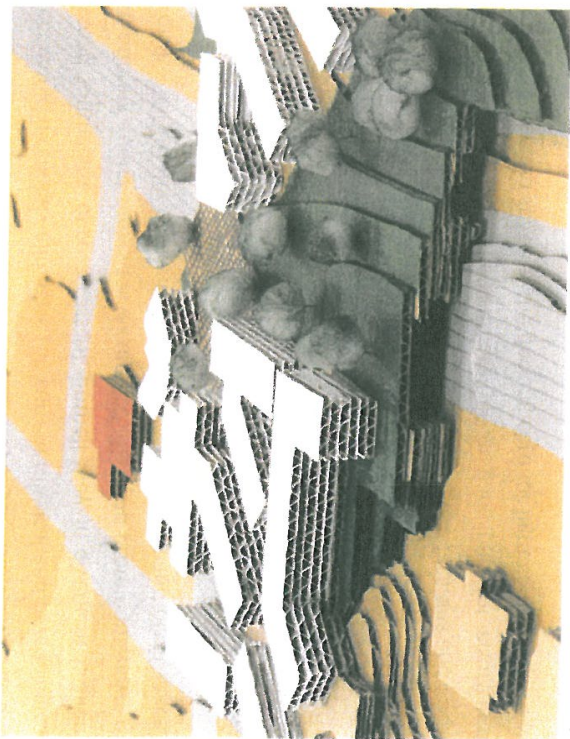


Figure 49. Photo of bridging model viewing east along NE Bothell Way.



Figure 50. Photo of bridging model viewing southeast across NE Bothell Way.

barrier that separates the site from the city core remained and ultimately became the main focus for this study. Based on the topographic and land use setting adjacent to the site to the north, with gentle slopes characterizing the municipal and commercial areas of the city center to the northeast and moderately steep slopes within the residential areas to the northwest, "bridging" opportunities emerged. A distinct promontory at 65th Avenue NE, presumably associated with historic quarrying activity, protrudes southward and initiates a natural bridge structure that can be exploited for a large-scale decking of NE Bothell Way. This land form became the foundation for expanded topographic and mobility studies that consumed the remainder of this project.

Entitled Kenmore Cascade, the highway decking structure that is presented in plan in Figure 45 and in three-dimensional model form in Figures 46 through 50, is a topographically and structurally accurate study for bridging NE Bothell Way with an extended land form that incorporates street grids, pedestrian and bicycle connections, open space and landscaping, building massings and feasible slope gradients. The study accounted for view corridors associated with both the elevated residential areas to north and adjacent commercial operations, as well as along NE Bothell Way. Additionally, the study maintained connectivity along the Burke-Gilman trail and local streets, which can be tunneled under the decking and re-routed along the waterfront.

In terms of connectivity, the bridging structure provides opportunity for an extension of the municipal and commercial use areas at the city center across NE Bothell Way to link to future development on the LakePointe peninsula. Such a link would complete a downtown loop system and effectively connect Kenmore residents and visitors to the Lake Washington and Sammamish River waterfronts. With the improvement of at-grade crossings at 73rd Avenue NE and 68th Avenue NE (potentially associated with the highway suppression proposal) and introduction of an elevated decking at 65th Ave NE, the cumulative effect would ultimately eliminate the current physical and psychological barrier at NE Bothell Way. The decking of 65th Avenue NE would descend southward, once across NE Bothell Way, in divergent fashion, with an organic approach associated with park space towards the west, offering gentle slopes for leisure activities and prominent views of Lake Washington and evening skies, while entering the structural form of the TOD to the east with manufactured terraces and plaza spaces controlled by innovative engineering and design.

With the construction of new, prime developable land with unhindered views of Lake Washington and adjacency to the LakePointe peninsula, NE Bothell Way, and the downtown Kenmore area, site planning required sensitivity to potential local users, while proposing an economically stimulating and feasible use. Considering the setting, especially in regards to the proximity to ecological areas to the south, political, social, and commercial areas to the east, and expansive residential areas to the north and west, a new block at 65th Avenue NE and NE Bothell Way would provide optimal space for an expanded Kenmore Learning Complex. The campus will house uses related to the proposed library and new city hall, research facilities connected to the reemergence of wildlife habitat and biodiversity, conference facilities and hotel easily accessed by the proposed TOD, and public uses, including an amphitheater stage along the Kenmore Harbor, park space for leisure and recreation, landscaping associated with sustainable stormwater management, and plaza space at the decking core for light commercial uses such as restaurants and cafes.

Ultimately, with strategic development and progressive solutions, the LakePointe peninsula and surrounding areas can be enhanced to stimulate economic growth in Kenmore, provide usable public space for residents, strengthen the relationship between the city and the waterfront, support the reemergence of habitat areas and historic biodiversity, sustainably manage the impact of development, facilitate increased use of alternate modes of transportation, and finally coordinate recent and future efforts to create a recognizable and coveted city identity.

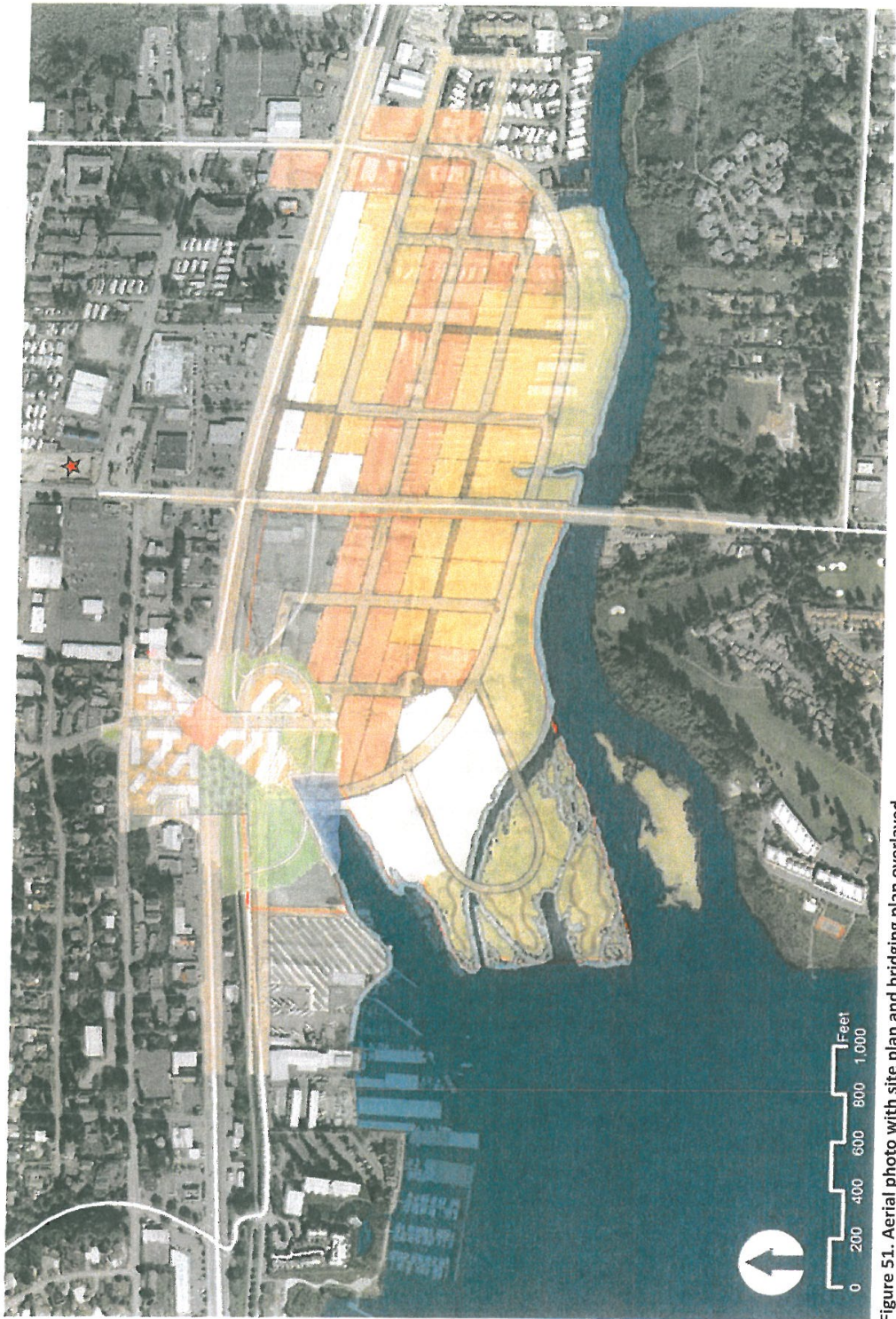


Figure 51. Aerial photo with site plan and bridging plan overlaid.

VIIA.

Discussion and Direction with Ron Kasprisin, Final Presentation and Report "Mapping and

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Discussion of SR 520 Tolling and potential impact on SR 522			April 18, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen Gerry Wilhelm, Lochner	425 398 8900
COST OF PROPOSAL: City Staff: 50 hours Contract: \$6,000		ACCOUNT NUMBER: 01 32 5401	
AMOUNT BUDGETED: \$6,000		NAME AND FUND #: General Fund Engineering	
ATTACHMENT(S) TO AGENDA PACKET ITEM:			
- Northwest Region ITS Equipment Map - SR 520 tolling and Traffic Monitoring - July 26, 2010 Agenda Bill			
SUMMARY STATEMENT:			
Introduction WSDOT now anticipates that tolling of the SR 520 Bridge will not start until late May or even mid-June. Since last November, City staff has been attending the SR 522 Monitoring Group meetings sponsored by WSDOT Tolling Operations.			
Monitoring efforts There are two programs planned for monitoring the effects of tolling the SR 520 Bridge. One is a wide-ranging comprehensive evaluation conducted by the FHWA as part of the Urban Partnership Agreement (UPA) which is contributing funding for implementing tolling on the SR 520 Bridge. This effort will take up to a year to produce results. The second effort will be conducted by WSDOT. While it is limited in scope, results will be available soon after tolling begins. WSDOT is coordinating traffic monitoring efforts with local jurisdictions that have the potential to be affected by tolling on SR 520. Jurisdictions along SR 522 and SR 520 have been invited to participate in these SR 520/SR522 Monitoring Group meetings. The purpose of the Monitoring Group meetings is to: Provide information about the Urban Partnership Agreement program and projects on SR 520; Provide a forum to discuss operational issues; Identify specific data needs and collaborate with jurisdictions and agencies. Monitoring efforts will include installing cameras and license plate readers on SR 522 to collect travel time information and volume data. The travel time information will be provided to motorists using new and existing electronic message signs in the corridor. WSDOT has also installed equipment in traffic signals in the SR 522 corridor that will allow traffic data to be collected.			

Several Jurisdictions have provided WSDOT with historical traffic count data for comparison purposes. Additional after tolling traffic counts will be collected by these jurisdictions, as needed at some of these locations to supplement data being collected by WSDOT.

Pre-tolling/baseline Average Daily Traffic counts started on March 15 and will continue for two weeks at the locations identified below. This data will be made available by April 15 but will not be included in the traffic volume template because it won't be collected on a daily basis like the loop locations.

Traffic tube count locations:

Kenmore: SR 522 at 61st Ave NE (west of intersection)

Kenmore: Juanita Dr NE at NE 170th St (north of intersection)

Bothell: SR 522 at I-405 (west of interchange, including ramps from I-405 to westbound SR 522)

Bothell: Waynita Way at Vahalla Dr

Lake Forest Park: SR 104/Ballinger Way at SR 522 (on SR 104)

Kirkland: Lake Washington Blvd at NE 38th Place

Seattle/Shoreline: SR 523/NE 145th St at SR 522 (west of intersection)

Traffic volume reporting template

WSDOT is developing a traffic volume reporting template that will be available April 15th. Reports will be issued on a daily basis during the first week or two and then monthly thereafter. The intent is to provide elected and transportation officials data showing the impacts of tolling and traffic congestion events in the SR 520 corridor.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:

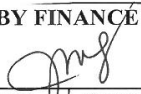
Participate effectively in regional issues.

Implement the community generated Comprehensive Plan.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Discussion and Possible Direction

REVIEWED BY FINANCE
DIRECTOR:



REVIEWED BY CITY
ATTORNEY:

APPROVED BY CITY MANAGER:

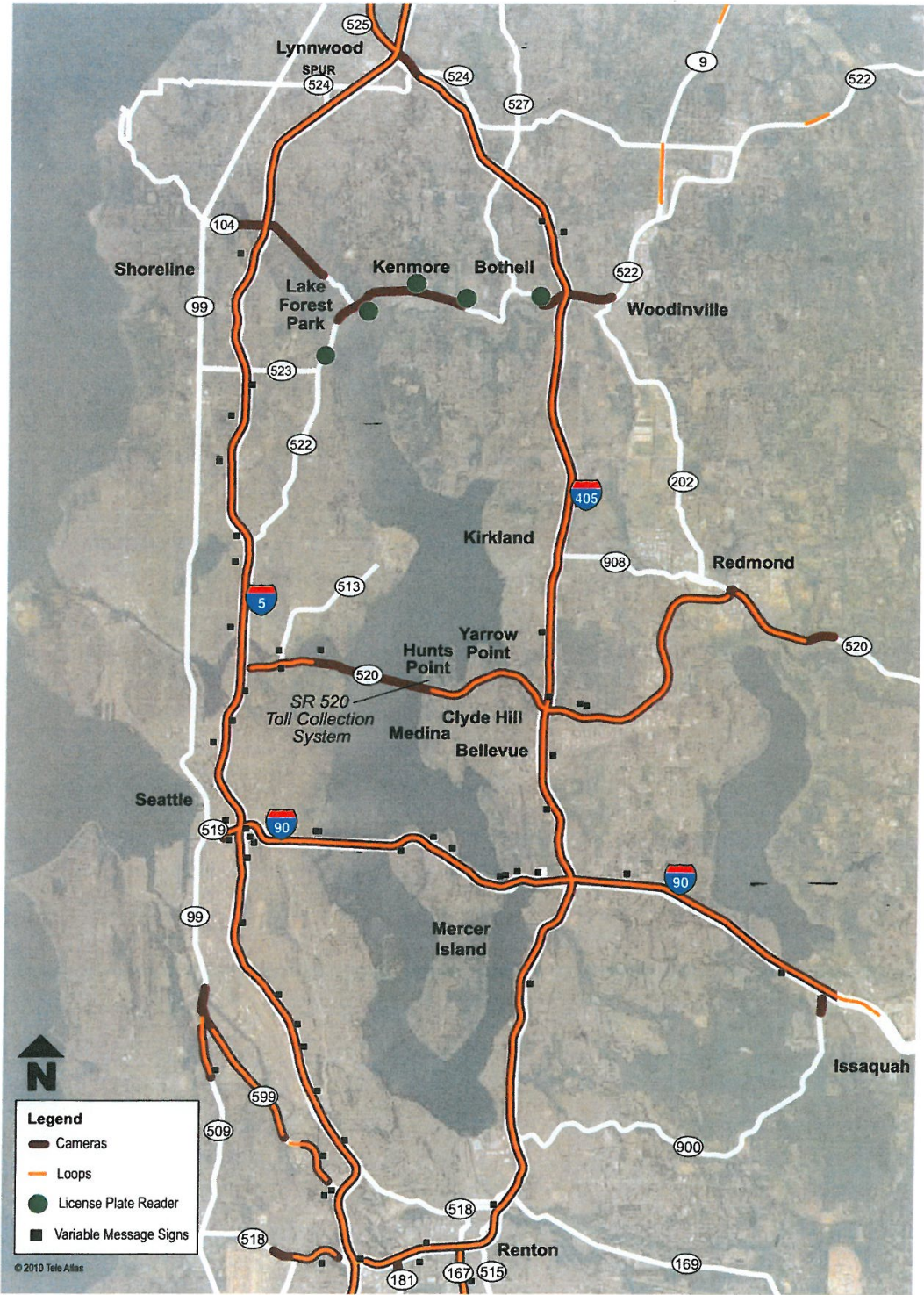


TODAY'S DATE:
April 4, 2011

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):
S:\SR520 Tolling\Tolling agenda bill April 2010.doc

Northwest Region ITS Equipment



SR 520 Tolling and Traffic Monitoring

Background

In spring 2011, WSDOT will begin tolling the SR 520 bridge. The SR 520 corridor will use all-electronic tolling, meaning there will be no toll booths. Drivers on SR 520 will be able to cross without stopping to pay, allowing traffic to flow at highway speeds.

This project is part of the Lake Washington Urban Partnership Agreement, a cooperative effort between WSDOT, King County, the Puget Sound Regional Council and the Federal Highway Administration (FHWA) to improve traffic flow within the SR 520 corridor by implementing variable tolling and Smarter Highways systems, offering enhanced transit service and supporting carpools, vanpools, teleworking and other efficient transportation options.

Potential traffic impacts

Approximately 115,000 vehicles cross the SR 520 bridge on an average weekday. When tolling begins this spring we expect a period of adjustment as people modify their travel schedules to take advantage of transit, teleworking and off-peak travel times. Some drivers may also shift their commutes to use other roadways (like SR 522, I-90, I-5 or I-405) to avoid paying a toll on SR 520. Modeling predicts that traffic on alternate routes will increase but not significantly. WSDOT is coordinating traffic monitoring efforts with local jurisdictions that have the potential to be affected by tolling on SR 520.

Predicted speed and volume differences

Route	Speed difference	Additional vehicles AM peak (WB)	Additional vehicles PM peak (EB)
SR 520	20 mph faster	n/a	n/a
SR 522	5 mph slower	200 vehicles (+11.7%)	150 vehicles (+6.4%)
I-90	5-10 mph slower	550 vehicles (+8.3%)	470 vehicles (+7.2%)
I-5 North End	Minimal change	70 vehicles (+1.1%)	80 vehicles (+1%)
I-405 South End	Minimal change	90 vehicles (+2.7%)	60 vehicles (+1.2%)

Note: percent is the percent increase over current traffic volumes

Monitoring efforts

There are two programs planned for monitoring the effects of tolling the SR 520 bridge. One is a wide-ranging comprehensive evaluation conducted by the FHWA as part of the Urban Partnership Agreement (UPA) which is contributing funding for implementing tolling on the SR 520 bridge. This effort will take up to a year to produce results. The second effort will be conducted by WSDOT. It will be limited in scope however results will be available soon after tolling begins.

FHWA's UPA evaluation is expected to address the following major issues:

- Utilization of various UPA projects/systems, including tolling, transit, telecommuting and technologies.
- Perception of the appropriateness and effectiveness of UPA projects/systems as traffic congestion reduction mechanisms.

- Changes in travel behavior (modes, routes, times, origins and destinations, etc.) and the reasons for those changes, including reactions to both UPA projects and non-UPA related factors such as changes in employment.
- As part of the equity analysis, the distribution of impacts and differences in utilization and perception associated with various subpopulations.

WSDOT's monitoring efforts include:

- Installing new equipment on SR 522 to collect travel time information. This information will be provided to motorists using new and existing electronic message signs in the corridor.
- Installing equipment in WSDOT traffic signals in the 522 corridor will that allow traffic volume data to be collected.
- Collecting traffic volume data from WSDOT's extensive network of traffic detectors on area freeways and on and off ramps.
- Monitoring travel times on SR 520, SR 522, I-5, I-90 and I-405

Coordination with local jurisdictions

WSDOT is coordinating traffic monitoring efforts with local jurisdictions that have the potential to be affected by tolling on SR 520. Two meetings have been held to start this process. The first was focused on jurisdictions in the SR 522 corridor and the second was focused on those in the SR 520 corridor. These meetings provided an update on tolling and described the planned monitoring effort. Additional meetings are currently scheduled and the jurisdictions have been asked to provide information on critical locations within their jurisdictions that are not included in the monitoring plan and to provide information on any data that they could collect or provide. Some funding will be available to assist with collecting traffic data.

How will WSDOT respond to higher than expected traffic diversion?

We will closely monitor all of the Lake Washington corridors to determine how tolling is affecting traffic. Our monitoring work will compare traffic conditions after tolling to the current conditions. We will regularly report on those conditions to the Legislature, local governments and the Transportation Commission.

What impact will tolling have on SR 520 travel speeds?

Initially, there will be a period of adjustment where people modify their travel schedules to take advantage of transit, telecommuting and off-peak times. After this period, traffic models indicate an increase in speed of approximately 20 mph during peak periods.

What impact will SR 520 tolling have on other corridors in the area?

We expect drivers to use a variety of new routes and transit alternatives as a result of tolling SR 520. This will result in slightly more traffic on I-90 and SR 522 during rush hour. We anticipate peak period travel speeds to decrease by 5-10 mph on I-90 and 5 mph on SR 522.

Will the I-90 Bridge be tolled?

The state Legislature considered options for tolling both the SR 520 and I-90 bridges as part of the 520 Tolling Implementation Committee study in 2008. The Legislature decided to only authorize tolling of the SR 520 bridge, with the intent to monitor how SR 520 tolling affects traffic on other corridors and if sufficient funds are being collected to pay for costs associated with building the new 520 replacement bridge. Legislative authorization is required to toll any new corridors, including I-90, and tolling I-90 would also have to be coordinated with FHWA.