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

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, December 15, 2014
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CITIZEN COMMENTS

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

VI. CONSENT AGENDA

A. Adopt Minutes for the November 17 and November 24, 2014 City Council Meetings
Draft 11 17 2014 Minutes
Draft 11 24 2014 Minutes

B. Approve Check Nos. 31139 - 31225 Totaling $361,818.31 and Electronically Transferred Payroll Funds in the Amount of $67,448.24 and Payroll Check No. 6988 in the Amount of $451.52 for the Period Ending December 5, 2015
Checks for Approval

C. Receive and File October 2014 Financial Report for the City of Kenmore, Washington
Agenda Bill & Attachment

D. Adopt Resolution No. 14-251 Granting Final Plat Approval for Kimberly Place
Agenda Bill & Attachments

E. Approve Amendment No. 4 to Contract No. 09-C780 with Alcalde & Fay for Federal Government Relations Services

Agenda Bill & Attachment

F. Approve Amendment No. 4 to Contract No. 09-C816 with Gordon Thomas Honeywell for Government Relations Services
Agenda Bill & Attachment

G. Approve Amendment No. 4 to Contract No. 10-C891 with Sussman/Prejza & Company, Inc. for Wayfinding Signage and Banner Design
Agenda Bill

H. Approve Amendment No. 1 to Contract No. 14-C1322 with Corey Hansen, Business Incubator Consultant
Agenda Bill & Attachments

I. Approve Amendment No. 4 to Contract No. 11-C971 with Alison + Partners (formerly Frause Full Spectrum Communication) for Media Relations & Marketing Services
Agenda Bill & Attachments

J. Approve Contract No. 14-C1329, Log Boom Park Hand-Powered Watercraft Concession with Holmes-It, LLC, dba WhatsSUP Stand Up Paddle & Surf
Agenda Bill & Attachments

K. Authorize City Manager to Approve Contract No. 14-C1352, State Department of Commerce Projects for Jobs & Economic Development Grant for the Kenmore Town Green Project
Agenda Bill & Attachments

VII. BUSINESS AGENDA & PUBLIC HEARING

A. 2014 Docket Amendments - Debbie Bent, Community Development Director, and Lauri Anderson, Senior Planner
- Adopt Ordinance No. 14-0393 Amending the Comprehensive Plan and Land Use Plan Map
- Adopt Ordinance No. 14-0391 Amending the Zoning Code and Site Plan Review Requirement and Zoning Maps

Agenda Bill & Ordinance No. 14-0393 with Attachments
Ordinance No. 14-0391 with Attachments

B. **PUBLIC HEARING** to Receive Public Testimony on Proposed Amendments to Kenmore Municipal Code (KMC) Chapter 18.110, Development Agreements, and Consideration of Proposed Ordinance No. 14-0392 - Debbie Bent, Community Development Director
Agenda Bill & Ordinance No. 14-0392 with Attachments

C. Adopt Ordinance No. 14-0392 to Amend Kenmore Municipal Code (KMC) Chapter 18.110, Development Agreements - Debbie Bent, Community Development Director
(See Agenda Bill & Attachment for Public Hearing)

D. Adopt Ordinance No. 14-0390, 2013-2014 Biennial Budget Amendment -

Joanne Gregory, Finance & Administration Director
Agenda Bill & Attachments

E. Approve Amendment No. 4 to Contract No. 10-862, Extending the Contract Term for Prosecution Services with the Law Office of Sarah Roberts - Rob Karlinsey, City Manager
Agenda Bill & Attachments

F. Approve Amendment No. 3 to Contract No. 06-C537, Extending the Contract Term for Public Defender Services with Stewart MacNichols Harmell, Inc. - Rob Karlinsey, City Manager
Agenda Bill & Attachments

G. Approve Amendment No. 3 to Contract No. 12-C1014, City Manager's Employment Agreement - Rod Kaseguma, City Attorney
Agenda Bill & Attachment

VIII. STAFF REPORT

A. Update on Planning Commission Vacancy Recruitment and 2015 Comprehensive Plan Update - Debbie Bent, Community Development Director
Memo

B. Request for Council Direction on Inglemoor High School Orchestra & Wind Ensemble Request
Letter & Attachment

IX. COUNCILMEMBER REPORTS & COMMENTS

X. COUNCILMEMBER INITIATIVES

XI. ADJOURNMENT

Upcoming Meetings:

Mon., January 5, 2015	7:00 p.m.	Planning Commission Applicant Interviews
Thurs., January 8, 2015	7 - 9 p.m.	46th District Legislative Sendoff
Fri., January 9, 2015	10:00 a.m.	City Council Retreat - LaConner Channel Lodge
Sat., January 10, 2014	8:00 a.m.	City Council Retreat - LaConner Channel Lodge
Mon., January 12, 2015	7:00 p.m.	City Council Regular Meeting

City of Kenmore, Washington
City Council Special & Regular Meeting
Minutes
November 17, 2014

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

EXECUTIVE SESSION

Mayor Baker recessed the special meeting to an executive session at 6:30 p.m. to discuss Right of Way Property Acquisition, pursuant to RCW 42.30.110(1)(b). He stated that the executive session will last for approximately 30 minutes and that action may be taken when the meeting is reconvened.

POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION

Councilmember Sperry moved to authorize the City Manager to acquire certain real property interests from real property located at 6100 NE Bothell Way, Parcel Nos. 112604-9035 and 112604-9039, for construction of the SR 522 corridor improvements and to settle pending litigation with Alta Maxine Melvin Revocable Trust and Jack in the Box, Inc., in the amount of $355,000. She further moved to authorize and direct the City Manager to execute all necessary documents, including a settlement agreement, in a form approved by the City Attorney's office, to implement this motion. Councilmember Curtis seconded the motion. The motion passed unanimously.

ADJOURNMENT – Mayor Baker adjourned the special meeting at 6:59 p.m.

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

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

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Kris Overleese, Engineering & Environmental Services Director; Debbie Bent, Community Development Director; Richard Sawyer, Surface Water Program Manager; Leslie Harris, Management Analyst; Kent Vaughan, Senior Civil Engineer; Lauri Anderson, Senior Planner; Rod Kaseguma, City Attorney; Dawn Reitan, City Attorney, and Patty Safrin, City Clerk

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

CITIZEN COMMENTS

Sara Hayashi, 14615 81st Avenue NE, Kenmore, was present to request $5,000 from the City's Public Art Fund to help Inglemoor High School's Wind Ensemble and Orchestra travel to New York City to perform in April 2015. She also requested help from the community to raise funds for the trip. She submitted handouts to Council.

Chip Davidson, 4805 244th Street SE, Woodinville, was present to request Council to reconsider heights for the proposed Waterfront Commercial Zone. He submitted a letter to Council.

Jim Davidson, 6201 NE 175th Street, Kenmore, was present to request Council to reconsider heights for the proposed Waterfront Commercial Zone.

Eileen Jowell, 3330 Monteville Parkway, Bothell, was present as a Northshore School District employee to request grant support for the Hang Time Program at Kenmore Junior High School.

Lauren Hopp, 12715A 35th Avenue NE, Seattle, Hang Time Coordinator, was present to request grant support for the Hang Time Program at Kenmore Junior High School. She submitted handouts to Council.

Todd Banks, 6321 175th Street, Kenmore, was present to request Council to reconsider heights for the proposed Waterfront Commercial Zone.

David Maehren, 6316 NE 196th Street, Kenmore, was present to speak about the Youth Art Exhibition reception, awards, and free drawing class for children & parents.

John Hendrickson, 5919 NE 202nd Lane, Kenmore, was present to state his concerns regarding the City budget and legal oversight responsibilities. He submitted a handout to Council.

Doug Nugent, 7055 NE 163rd Street, Kenmore, was present to speak in support of the Planning Commission's recommendation for height restrictions in the proposed Waterfront Commercial Zone.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Denuski moved to approve the consent agenda as submitted. Councilmember Smith seconded the motion to Adopt the Minutes for the October 20, 2014; October 27, 2014; and October 28, 2014 City Council Meetings; Approve Check Nos. 30887 - 30980 in the Amount of $648.827.64 and Electronically Transferred Payroll Funds Totaling $67,134.18 and Payroll Check Nos. 6863 and 6864 Totaling $2,00435 for the Period Ending October 24, 2014; Approve Check Nos. 30981 – 31053 in the Amount of $265,870.51 and Electronically Transferred Payroll Funds Totaling $71,417.57 for the Period Ending November 7, 2014; and Approve SR 522 West A Project Agreement, Contract No. 14-C1336, with the University of Washington. The motion passed unanimously.

BUSINESS AGENDA

Presentation of the Planning Commission Recommendations on the 2014 Docket, Surface Water Element and Follow-up on the Transportation Element – Debbie Bent, Community Development Director; Lauri Anderson, Senior Planner; Doug Nugent, Planning Commission Chairperson; Richard Sawyer, Surface Water Program Manager; and Kris Overleese, Engineering & Environmental Services Director, were present to give a brief report. They were also available to answer any questions.

Program Manager Sawyer gave a PowerPoint introduction to the Surface Water Element update to the Comprehensive Plan. Chairperson Doug Nugent stated that the Planning Commission adopted the staff's recommendation for the amendment to the Surface Water Element.

Councilmember Curtis moved to accept the Surface Water Element as written. Councilmember Smith seconded the motion. The motion passed 7-0.

Director Bent stated that at their November 28th meeting, Council had asked staff to bring forward a new Transportation Element goal to include the Target Zero initiative. City Engineer Overleese stated that the Target Zero language was added as Objective T-1.3.

It was Council consensus to approve Transportation Element Objective T-1.3 as written.

Mayor Baker passed the gavel to Deputy Mayor Van Ness and moved to reconsider the 50' height limit along 175th Street, dealing with Subarea 3 in particular. Deputy Mayor Van Ness seconded the motion.

Deputy Mayor Van Ness provided a slide show of the view of Lake Washington from SR 522 from 61st Avenue NE to 64th Avenue NE. He stated that the proposal to reconsider includes 30% view corridors.

In response to a procedural question and a point of order, Deputy Mayor Van Ness passed the gavel back to Mayor Baker and moved to amend the agenda to discuss height limit options in the proposed Regional Business Zone. Mayor Baker seconded the motion. It was Council consensus to amend the agenda to discuss height limit options.

Director Bent and Senior Planner Anderson gave a summary of the City's communication with the public and local businesses regarding this issue.

Councilmember Herbig moved to table the motion made by Mayor Baker to reconsider the 50' height limit until the November 24, 2014 City Council meeting. Mayor Baker seconded the motion. The motion passed 5-2, with Deputy Mayor Van Ness and Councilmember Smith voting no.

Review of the 2015-2016 Proposed Biennial Budget (General Fund & Special Funds) – Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; and Leslie Harris, Management Analyst, were present to give a brief report. They were also available to answer any questions.

City Manager Karlinsey stated that staff is recommending reducing the human services grant funding from $202,000 per year to $160,000 per year for the 2015-2016 biennium. He noted that a new $10,000 per year program, the Kenmore Junior High Hang Time program, is included in the recommendation. He detailed the City's payments to A Regional Coalition for Housing (ARCH) and distributed a handout on comparison of ARCH funding by various cities. Karlinsey also stated that $3,700 from the City Manager's budget is proposed for art funding. Assistant City Manager Ousley stated that the Arts of Kenmore has made a request to the City for financial assistance with the Kenmore Art Gallery. These funds were allocated to the City Manager's budget instead of the Public Art Fund in order to keep to the letter of the code relating to use of the Public Art Fund.

Councilmember Denuski recused herself from any discussion and voting on the Human Services Grants.

It was Council consensus to support the General Fund recommendations for Human Services, ARCH, and funding for the Arts of Kenmore.

Councilmember Smith moved to reduce the staff cost of living adjustment (COLA) to 1% per year for the 2015-2016 Biennial Budget instead of the proposed 2%. Mayor Baker seconded the motion. The motion failed 3-4, with Councilmembers Denuski, Curtis, and Herbig and Deputy Mayor Van Ness voting no.

It was Council consensus to move the budget discussions for the Business Incubator, the Strategic Opportunities Fund, and the Kenmore Village Fund to the November 24, 2014 City Council meeting.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Sperry stated that the Kenmore Library Advisory Board would interview six candidates for openings on the Board on Thursday, November 19th.

Councilmember Herbig, Mayor Baker and Deputy Mayor Van Ness are headed to the National League of Cities Conference in Austin, Texas tomorrow.

Mayor Baker stated that he was in Washington, DC, last week and met with our lobbyist staff, our two Senators, and Representative Del Bene. He also met with the Army Corps of Engineers and the Economic Development Administration, trying to figure out how to bring 100 Kenmore Air jobs back to Kenmore from China. He stated that he had a meeting earlier today with a representative of the Governor's office to continue those discussions.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 9:53 p.m.

_____

David Baker, Mayor

ATTEST:

_____

Patty Safrin, City Clerk

City of Kenmore, Washington
City Council Regular Meeting
Minutes
November 24, 2014

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor David Baker at 7:05 p.m.

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

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

FLAG SALUTE

Chip Davidson led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

PRESENTATION

White House 5-Gold Medal Achiever for Let's Move! Cities, Towns and Counties - Rob Karlinsey, City Manager, presented the framed award letter from First Lady Michelle Obama to Mayor Baker and Councilmember Denuski for their work on the Let's Move! initiative in Kenmore. Baker and Denuski each gave some history of the City's participation in the program and provided information on the five goals for which the City received gold. Kenmore is one of only 23 cities in the United States to receive the gold medal.

CITIZEN COMMENTS

Todd Banks, 6321 NE 175th Street, Kenmore, was present to request a 50' height allowance for Kenmore Air, and is interested in a compromise. He suggested staff look at WSDOT language about zoning around airports.

Hanna Welander, 2210 NE 169th Street, Kenmore, was present to request that the City pass a resolution in support of public health services.

Carl Michelman, 8727 NE 197th Street, Kenmore, was present to speak as a business owner as well as resident about his concern regarding the current process for downtown zoning regulations, and would like to see Council take more time with this decision.

Chip Davidson, 6201 NE 175th Street, Kenmore, was present to speak about his concerns regarding the recommended height restrictions in the proposed Waterfront Commercial Zone and their potential effect on his business, the Northlake Marina.

The following citizens were present to speak in support of the Planning Commission's recommended height restrictions in the proposed Waterfront Commercial Zone:

Bob Greene, 6250 NE 182nd Street, Kenmore
Angela Kugler, 15140 65th Avenue NE, Kenmore
Jim Howard, 20017 61st Avenue NE, Kenmore
Doug Huxtable, 15743 61st Avenue NE, Kenmore
Mark Ohrenschall, 19551 67th Avenue NE, Kenmore
Dennis Mendrey, 6410 NE 182nd Street, Kenmore
Douglas Nugent, 7055 NE 13rd Street, Kenmore
Debra Srebnik, 19521 63rd Avenue, Kenmore
Bill Leak, 15102 64th Court NE, Kenmore, who also stated that he is in favor of development agreements as a good solution for current businesses who wish to build higher.

Jim Davidson, 23227 49th Avenue SE, Kenmore, was present to speak as a property owner of the Northlake Marina. He stated that they provide access to Lake Washington to as many citizens as they can. In order to do that, they have to take advantage of opportunities when the time is right economically, for example to provide more boat storage. He urged Council to reconsider the height limits and to raise them to at least 45 feet.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Deputy Mayor Van Ness moved to approve the consent agenda as submitted. Mayor Baker seconded the motion to Adopt the Minutes for the November 3, 2014 City Council Meeting and Approve SR 522 West A Project Agreements with Frontier, Contract No. 14-C1333; Puget Sound Energy, Contract No. 14-C1334; and Seattle City Light, Contract No. 14-C1337. The motion passed unanimously.

PUBLIC HEARING

Public Hearing to Receive Public Testimony on Allowing a "Drive-Through Service" as a Temporary Use at 6532 NE Bothell Way in the Downtown Commercial Zone - Bryan Hampson, Development Services Director, was present to provide a brief report. He was also available to answer any questions.

Mayor Baker opened the public hearing to receive public testimony on this issue at 8:02 p.m.

The following citizen spoke:

Carl Michelman, 5727 197th Street, Kenmore, was present to state that he supports Espresso Works having the temporary drive-through. He suggested having bullet points in the written materials for public hearings.

As there was no further testimony, Mayor Baker closed public hearing at 8:04 p.m.

BUSINESS AGENDA

Allow a "Drive-Through Service" as a Temporary Use for One Year at 6532 NE Bothell Way in the Downtown Commercial Zone, Subject to Conditions - Bryan Hampson, Development Services Director, was available to answer any additional questions.

Councilmember Herbig moved to Allow a "Drive-Through Service" as a Temporary Use for One Year at 6532 NE Bothell Way in the Downtown Commercial Zone, Subject to Conditions. Deputy Mayor Van Ness seconded the motion. The motion passed 7-0.

Council Reconsideration of Heights in Proposed Waterfront Commercial Zone - Debbie Bent, Community Development Director, and Lauri Anderson, Senior Planner, were present to give a brief report. They were also available to answer any questions.

The tabled motion from the November 17, 2014 City Council meeting, to reconsider the height restrictions, was brought forward for voting and passed 4-3, with Councilmembers Curtis, Herbig and Smith voting no.

It was Council consensus to add a Public Hearing to the December 8th City Council meeting and to notify business owners of the opportunity to present their opinions at that time.

Councilmember Herbig moved to consider as one of the options a 40-foot height limit, maintaining the development agreement option, but with no setbacks and no view corridors. Councilmember Smith seconded the motion.

Mayor Baker moved to amend the motion for a 40-foot height limit with no setbacks and no view corridors by allowing an additional 5 feet in height with setbacks. Deputy Mayor Van Ness seconded the motion. The motion failed 0-7.

The main motion, as stated by Councilmember Herbig, passed unanimously.

It was Council consensus that the 50' height option not be reconsidered.

Senior Planner Anderson gave a summary of the four options that Council is considering, all of which include development agreements as an option. They are as follows:

- The original Planning Commission recommendation, 35 feet with the ability to go to 40 feet with a 5-foot additional setback
- 40 feet with the ability to go to 45 feet with setbacks
- 40 feet with the ability to go to 45 feet with setbacks and 30% view corridor
- 40 feet with no setbacks and no view corridors

Authorize City Manager to Execute Contract No. 14-C1345, with CRW Systems, Inc. for Development Services Software, and Contract No. 14-C1346 for Software Maintenance and Support - Bryan Hampson, Development Services Director, and Samantha Loyuk, Assistant Planner, were present to give a PowerPoint presentation on CRW Systems, Inc. TRACKiT software for the Development Services department. They were also available to answer any questions.

Director Hampson stated that the department is having problems meeting the City's needs with the software they are currently using, requiring time-consuming workarounds. In addition, the current software is no longer being supported. He detailed the various modules and services to be provided by CRW Systems and noted that the software is web-based. Implementation will take nine to twelve months. During implementation, a current staff member will act as project manager for 20 hours per week, and a temp will be hired to fill in for some of that person's regular duties. Assistant Planner Loyuk stated that the software is significantly the frontrunner of those that were considered, and it is comparable in cost to the others.

Councilmember Curtis moved to Authorize the City Manager to Execute Contract No. 14-C1345, with CRW Systems, Inc. for Development Services Software, and Contract No. 14-C1346 for Software Maintenance and Support. Councilmember Sperry seconded the motion. The motion passed 7-0.

Continuation of 2015-2016 Biennial Budget Discussion - Rob Karlinsey, City Manager, was present to briefly report on the remaining Special Funds. Nancy Ousley, Assistant City Manager, was present to give a brief report on the Kenmore Business Incubator. They were also available to answer any questions.

Ousley stated that the Business Incubator will probably add three new in-house companies as of this week, and the virtual incubator is also doing well. Some of the current companies are also adding jobs. She stated that with the new companies, the City has exceeded its goals. She reviewed some options for the future of the program through 2016.

Mayor Baker noted that the Economic Development Administration is interested in possibly providing grant funding for the City's incubator.

Deputy Mayor Van Ness moved to continue the Business Incubator through 2016 as it now exists, including the virtual incubator. Councilmember Curtis seconded the motion. The motion passed 7-0.

City Manager Karlinsey reviewed the Strategic Opportunities Fund, which was created in the current biennium, and which currently funds the Business Incubator as well as the Rhododendron Park float and pedestrian and bicycle safety improvements, among other things.

Karlinsey referred to pages 181-184 in the Preliminary Budget book for information on the Kenmore Village Fund and the current cost estimate for the Town Green. He stated that staff is working hard to whittle down the Town Green estimate and will come back to Council with a budget and design in January.

Adopt Ordinance No. 14-0388, Relating to the 2015 Regular Property Tax Levy; Providing for Severability; and Establishing an Effective Date - Rob Karlinsey, City Manager, was present to state that staff is asking Council to decide on a 0% or a 1% property tax levy for 2015. He noted that a public hearing was held on this issue on October 27, 2014. He was also available to answer any questions.

Councilmember Herbig moved to Adopt Ordinance No. 14-0388, Relating to a 1% Regular Property Tax Levy for 2015; Providing for Severability; and Establishing an Effective Date. Councilmember Curtis seconded the motion. The motion passed 4-3, with Deputy Mayor Van Ness, Mayor Baker and Councilmember Smith voting no.

STAFF REPORT

City Manager Karlinsey gave an update on Transportation Improvement Board (TIB), Bridge Replacement Advisory Committee (BRAC) and other grant applications that the City has made. He stated that Sound Transit long-range planning for light rail from Northgate to Totem Lake currently shows Kenmore on the route. Mayor Balducci is sponsoring amendments to the long-term plan, including express bus service on 145th connecting to I5. City Engineer Overleese asked for Council permission for the Mayor and City Manager to sign a letter in favor of these amendments. There were no objections.

CITY COUNCILMEMBER REPORTS & COMMENTS

Deputy Mayor Van Ness reported on the recent National League of Cities (NLC) meeting in Austin, TX, and noted upcoming NLC meetings.

Councilmember Sperry noted that every week she is amazed at everything our staff does, and thanked staff. She stated that the Kenmore Library Board interviewed six applicants for three Library Board positions. Other positions will be coming up, so they would like to put the remaining three applicants on a reserve or alternate list. She would like to bring these positions to the Council on December 8th for approval.

Mayor Baker distributed a Safe Energy Leadership Alliance handout and briefly discussed it. If there are no objections, he will add the City of Kenmore's signature to that letter. There were no objections.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 10:49 p.m.

_____
David Baker, Mayor

ATTEST:

_____
Patty Safrin, City Clerk

DRAFT

City of Kenmore
Voucher Certification and Approval

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 31139-31225 which total $361,818.31, and electronically transferred payroll funds totalling $67,448.24, and payroll check #6988 in the amount of $451.52 are just, due and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.

12/5/14
City Manager Date

12/5/14
Finance Director Date

Check #	Vendor Name	Description	Check Amount
31139	UNITED STATES POSTMASTER	Winter Newsletter Postage	1,574.31
31140	LACONNER CHANNEL LODGE	15% Deposit for Council Retreat	194.00
31141	BANNER BANK PS	Proclamation Frames	25.16
31142	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	8,720.34
31143	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
31144	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,817.81
31145	DRS 457	Deferred Comp Payroll Deduction	840.00
31146	AFLAC	Private Medical/ Disability Plans	512.27
31147	CITY OF KENMORE FS	Flexible Spending Medical Plans	232.15
31148	BANK OF AMERICA 941	Payroll Taxes	14,343.87
31149	WA GUARANTEED EDUCATION TUITION	WA Pre-Tax Education Plan	100.00
31150	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	12,685.37
31151	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	2,042.94
31152	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	446.00
31153	NATIONAL LIFE OF VERMONT	Life Insurance	234.89
31154	AMERICAN GENERAL	Life Insurance	413.53
31155	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
31156	LINCOLN NATIONAL LIFE INSURANCE	Life/Long Term Disability/AD&D	779.04
31157	AMERICAN GENERAL	Life Insurance Employee Added	30.19
31158	AWC EMPLOYEE BENEFITS	Employee Health Insurance	38,927.67
31159	BAKER, DAVID	Mileage Reimbursement	31.36
31160	CITY OF LAKE FOREST PARK	Nov. Public Works Crew Services	71,466.09
31161	CONSOLIDATED PRESS	Fall Newsletter	2,967.78
31162	DAILY JOURNAL OF COMMERCE	Legal Notices/ Bids 14-C1328	771.40
31163	REPUBLIC SERVICES	Nov. Rhod. Park & City Hall Solid Waste	853.31
31164	FERGUSON ENTERPRISES INC #1539	Catch Basin/Manhole	335.47
31165	FRUHLING SAND & TOPSOIL	Sinkhole/Drainage Material & Dump Fees	276.45

31166	INTERNATIONAL CITY/CNTY MGMT ASSOC	Annual Membership Dues/ Nancy Ousley	1,101.78
31167	JET CITY PRINTING	Business Open House Notices	545.31
31168	KING COUNTY FINANCE W.L.R.D.	July-December SWM Fees	5,401.27
31169	KING COUNTY FINANCE W.L.R.D.	2nd Trimester WRIA 8 Fees	2,241.84
31170	KING COUNTY ANIMAL SVCS	Pet Licenses	235.00
31171	KING COUNTY FINANCE	Oct. Adult/Juv. Detention CWP Program	9,920.00
31172	KING COUNTY FINANCE	Oct. Adult/Juv Det.Booking/Work Release	3,102.78
31173	KING COUNTY OFFICE OF FINANCE	Oct. Public Def Indigency Screening	1,186.91
31174	KING COUNTY RADIO COMM SERVICES	11/1/14-1/30/15 Emergency Radio Svcs	271.95
31175	KING COUNTY SHERIFF	Oct. School District Overtime	9,835.78
31176	MEEHAN, NANCY	Mileage & Records Mgmt Class Fee	45.20
31177	NORTHSHORE UTILITY DIST	9/15-11/15 City Hall W/S & Parks/SR522 Irr.	6,030.76
31178	OFFICE DEPOT	Paper & Office Supplies	379.19
31179	PUGET SOUND ENERGY	10/15-11/12 Rhod. Park Restroom/Pump	330.31
31180	CEMEX	Asphalt/Drainage Materials	233.38
31181	SEATTLE TIMES	Legal & Public Hearing Notices	1,301.11
31182	STEWART MACNICHOLS HARMELL, INC.	November Public Defender Services	5,500.00
31183	WA ASSOC OF BUILDING OFFICIALS	2015 WABO Membership Renewal	95.00
31184	WA STATE DEPT OF TRANSPORTATION	WSDOT I-5 Signage	20,102.51
31185	COLUMBIA RIDGE LANDFILL	Sweeper Dump Fees for November	333.00
31186	WETLANDS & WOODLANDS INC	Native Plant Steward Grant/Plants	782.38
31187	UPS STORE	Nov. Copying/ Printing Charges	119.17
31188	AURORA RENTS	Squires Landing/Twedt Trail Sod Cutter	210.79
31189	SEES TREES AND EXCAVATION INC	Emergency Tree Svc/ 61st & 181st-182nd	381.20
31190	MAIL FINANCE	12/19/14-3/18/15 Postage Machine Lease	703.00
31191	OUSLEY, NANCY	Meeting/Travel Expense Reimbursement	326.48
31192	GRAINGER	Building Inspector Tools	47.34
31193	TOPIA TECHNOLOGY/ BIS	Oct. & Nov. WebSvc Hosting	400.00
31194	SHRED-IT	11/12/14 Shredding Service	54.95
31195	ALCALDE & FAY	10/15-11/15 Govt Affairs Consulting	5,017.06
31196	ZUMAR	City Hall Parking Signs	118.92
31197	COMCAST	11/30-12/29 City Hall Internet/Cable	172.22
31198	PASSPORT TRAVEL AND TOURS	Council Airfare to Austin, TX	570.70
31199	FRONTIER	11/28-12/27 City Hall & Elevator Phone Svc	1,010.16
31200	FAZZARI MARKETING	Target Zero Tote Bags	930.75
31201	PURE WATER TECHNOLOGY OF PUGET SOUND	Incubator Monthly Bill thru 12/13/14	50.31
31202	WASHINGTON STATE DEPT OF REVENUE	Business Registration Fee 3rd Qtr 2014	37.97
31203	SCHINDLER ELEVATOR CORPORATION	Elevator Svc/ Preventative Maintenance	1,115.19
31204	WELLS FARGO FINANCIAL	11/21-12/20 1st & 2nd Floor Copier Leases	1,041.25
31205	HOPKINS, CRAIG	November Mileage Reimbursement	62.16
31206	DEVRIES, DENIS	November Mileage Reimbursement	41.44
31207	AAA FLAG & BANNER MFG. CO., INC.	Holiday Banners	3,469.59
31208	EVERGREEN FIRE AND SAFETY, INC.	Annual Fire Extinguisher Inspection	122.91
31209	INNOVAC	Vactor Services 11/14 & 11/19	707.65
31210	OSBORN CONSULTING INC.	Sept. Surface Water On-Call Services	5,329.70
31211	NORTHWEST LANDSCAPE SERVICES	December SR522 ROW Landscaping	1,199.81
31212	FASTSIGNS	Signs for Holiday Event & Volunteer Program	181.73
31213	BRIEN, GAYLYNN	Sept. Sales Tax Data Management Service	50.00
31214	HERBIG, NIGEL	Mileage/Parking/Travel Expense	429.03

31215	COMPUCOM	17 Adobe Licenses	4,785.52
31216	SCORE	Sept. Health Svcs/ Hospitalization	2,557.58
31217	A-1 LANDSCAPING & CONSTRUCTION, INC	Trib. 0057 Channel Relocation Project	66,273.00
31218	HEWITT	Oct. Town Green Professional Services	20,612.24
31219	HANSEN, COREY	Nov. Business Incubator Consulting	3,000.00
31220	LENNAR NORTHWEST, INC.	Release of Cash Dep. GRA2005-116	7,500.00
31221	LAW SEMINARS INTERNATIONAL	Seminar 1/9/15 - Bryan Hampson	465.00
31222	LAW SEMINARS INTERNATIONAL	Seminar 1/9/15 - Andrew Bauer	465.00
31223	FUN WAY TO GO, LLC	Shuttle Service for Holiday Event	360.00
31224	COUGAR MOUNTAIN ZOO	Reindeer for Tree Lighting Event	550.00
31225	TWO BROTHERS' TREES	City Hall Lobby Tree	191.63
6988	SEAN URANGA	Payroll	451.52
11/28/2014	PAYROLL	Direct Deposit	67,448.24
			$ 429,718.07

2014	PRIOR VENDOR ACTIVITY		TOTAL FOR 2014
	314 PIE		7.00
	6270 BOTHELL WAY LLC		10,000.00
	A+ CONFERENCING		71.98
	A-1 LANDSCAPING & CONSTRUCTION, INC		797,016.54
	AA ASPHALTING, INC		17,426.93
	AA PARTY RENTALS		1,683.78
	AAA FLAG & BANNER MFG. CO., INC.		1,920.25
	ACADEMI TRAINING CENTER, LLC		800.00
	ACF WEST INC		863.99
	ACTION ENTERTAINMENT		790.00
	ADVANCE TESTING & SERVICE INC		540.00
	AFLAC		5,122.70
	ALCALDE & FAY		50,759.99
	ALLISON & PARTNERS		7,827.50
	ALLPLAY SYSTEMS LLC		664.45
	ALPHAGRAPHICS US718		998.35
	AMERICAN GENERAL		4,307.54
	AMERICAN PLANNING ASSOCIATION		1,990.00
	AMERICAN PUBLIC WORKS ASSOCIATION		780.00
	ANDERSON, LAURI		142.38
	ARTS OF KENMORE		200.00
	ASAP APPLIANCE REPAIR		334.85
	ASP, DANIEL		437.50
	ASSOCIATION OF WA CITIES		17,456.62
	AURORA RENTS		2,128.78
	AVCA HARDWARE		4,730.08
	AWC EMPLOYEE BENEFITS		391,414.03
	BADGLEY'S LANDSCAPE LLC		3,941.75
	BAKER, DAVID		2,354.03
	BANK OF AMERICA 941		336,318.30
	BANNER BANK		2,956.22
	BANNER BANK	BAKER	17,192.15
	BANNER BANK	BH	4,960.78
	BANNER BANK	CS	4,817.61
	BANNER BANK	DB	1,372.42
	BANNER BANK	JG	8,036.32
	BANNER BANK	JGORDON	13,199.80
	BANNER BANK	KENMORE	24,149.76
	BANNER BANK	LD	8,806.38
	BANNER BANK	NO	9,225.94
	BANNER BANK	PS	1,649.87
	BANNER BANK	ROGERS	2,536.68
	BANNER BANK	VAN NESS	7,486.40
	BASTYR UNIVERSITY		50,200.00
	BAUER, ANDREW		807.07
	BAYE ENTERPRISES, INC.		833.30
	BEARCOM		170.82
	BEEGEE TOLPA		700.00
	BENT, DEBORAH A		169.52

BETHANY BIBLE CHURCH	35,850.00
BINW	1,138.63
BIOBAG AMERICAS INC.	710.83
BLACKBAUD	5,464.24
BRABEC, MARY	3,500.00
BRIEN, GAYLYNN	500.00
BUENA VISTA SERVICES, INC.	4,950.00
BUILDERS EXCHANGE OF WASHINGTON INC	45.70
BULGER SAFE & LOCK, INC.	704.47
CALPORTLAND COMPANY	1,024.65
CAMPOS APPRAISALS, INC.	3,200.00
CANTEEN REFRESHMENT SERVICES	3,240.08
CAPITAL ONE COMMERCIAL/ COSTCO	264.70
CASCADE PEST CONTROL	1,992.90
CEMEX	2,836.63
CENTER FOR HUMAN SERVICES	18,750.00
CENTER FOR PRIORITY BASED BUDGETING	26,000.00
CHARLENE COLLINS FREEMAN	50.00
CHICAGO TITLE	10,000.00
CITY OF BELLEVUE	159,903.66
CITY OF KENMORE	988,899.41
CITY OF KENMORE FS	5,107.30
CITY OF KENT	500.00
CITY OF LAKE FOREST PARK	715,105.17
CITY OF SHORELINE	1,775.15
CITYWORKS/ AZTECA SYSTEMS INC.	9,995.00
CLARITY SIGNS	650.10
CLK CONSTRUCTION LLC	3,171.48
CLOWNS UNLIMITED, INC.	711.75
COASTAL WEAR PRODUCTS INC	2,713.42
COASTWIDE LABORATORIES	5,769.62
CODE PUBLISHING COMPANY	350.00
COLORSPACE CREATIVE LLC	560.00
COLUMBIA BANK	13,725.10
COLUMBIA RIDGE LANDFILL	6,236.14
COMCAST	3,369.28
COMPUCOM	7,207.85
CONSOLIDATED PRESS	7,437.19
CONTECH ENGINEERED SOLUTIONS, INC	2,999.42
CONTOUR FENCE CO. INC.	3,801.85
CPS CONSTRUCTION LLC	4,000.00
CROWN PRODUCTS LLC	811.32
CUES	250.00
CULLEY, AMBERLY	4,000.00
CUNNINGHAM, ED	250.00
CURTIS, DR. MILTON	317.76
DACO ENTERPRISES	2,975.00
DAILY JOURNAL OF COMMERCE	2,345.60
DANSOUND INC	6,817.50
DAY WIRELESS SYSTEMS	229.32
DENUSKI, STACEY	1,281.23

DEPARTMENT OF ECOLOGY	26,383.24
DEPARTMENT OF LABOR AND INDUSTRIES	24,809.98
DEPARTMENT OF NATURAL RESOURCES	500.00
DEPARTMENT OF RETIREMENT SYSTEMS	277,925.70
DEVELOPMENTAL RESOURCES, INC.	350.00
DEVRIES, DENIS	198.24
DIGITAL REPROGRAPHICS SERVICES INC.	463.27
DORIA, JOSEPH	1,000.00
DRS 457	18,220.00
DURRANT, JEFF	167.75
DWAYNE LANE'S	24,259.73
EJ USA, INC.	2,579.03
EMERALD FIRE LLC	303.32
EMERGENCY SERVICE COORDINATING AGCY	48,964.00
ENTERTAINMENT FIREWORKS INC	17,000.00
ENVIROCERT INTERNATIONAL, INC.	100.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	7,675.95
ESTATE OF HARRY S. CHRISTIAN	5,350.00
EVERGREEN PRINT SOLUTIONS	1,194.61
EVERGREEN SAFETY COUNCIL	199.00
EVER-MARK, LLC	1,256.81
FABULOUS CLEANERS	16.42
FASTSIGNS	578.16
FAZZARI MARKETING	5,224.60
FEDEX OFFICE	120.72
FERGUSON ENTERPRISES INC #1539	3,447.68
FIRE PROTECTION, INC	5,278.18
FIRST AMERICAN TITLE	11,182.20
FIRST CHURCH OF CHRIST, SCIENTIST	250.00
FITZGERALD, ELLIOTT	150.00
FLEMINGS HOLIDAY LIGHTING LLC	3,742.40
FRAUSE	15,412.27
FRONTIER	9,916.33
FRUHLING SAND & TOPSOIL	3,348.46
G & H PRINTING	461.83
GEOENGINEERS INC	13,195.50
GIPSON FOOD COMPANY, LLC	360.00
GLOCK PROFESSIONAL, INC	390.00
GOBBLE EXPRESS	91.00
GOODSELL POWER EQUIPMENT #2 INC.	26.21
GORDON THOMAS HONEYWELL	36,563.06
GOVDELIVERY, INC.	12,300.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GOVERNMENTAL ACCT STANDARDS BOARD	225.00
GRAINGER	184.03
GRAY & OSBORNE, INC	17,363.42
GREATER BOTHELL CHAMBER OF COMMERCE	725.00
GREGORY, JOANNE	358.11
GSC PRODUCTION	300.00
HANSEN, COREY	9,000.00

HAPA WORLD MUSIC, LLC	2,250.00
HARRIS COMPUTER SYSTEMS	7,105.83
HARRIS, LESLIE	2,759.60
HDR	707,849.42
HENLEY USA, LLC	7,500.00
HERBIG, NIGEL	149.79
HERO HOUSE	1,050.00
HESTON VISUAL ARTS	1,078.30
HEWITT	7,030.61
HIGHWIRE	5,439.96
HOFFMAN, GAYLE	1,500.00
HOME COURT ADVANTAGE INC.	1,368.75
HOME DEPOT CREDIT SERVICES	1,813.58
HONEY BUCKET	2,135.20
HOPELINK	45,750.00
HOPKINS, CRAIG	289.52
HORIZON DISTRIBUTORS INC	429.50
HOUGH BECK & BAIRD INC	13,512.50
HP'S SMOKEHOUSE BBQ	154.00
HWA GEOSCIENCES INC.	900.00
ICMA RETIREMENT TRUST 457 - 304745	64,141.82
iCOMPASS TECHNOLOGIES, INC.	8,400.00
INDEPENDENT STATIONERS	2,439.93
INGALLINAS BOX LUNCH	60.63
INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
INNOVAC	28,580.56
INSLEE, BEST, DOEZIE & RYDER, P.S.	249,715.06
INTEGRA TELECOM	8,782.38
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,273.71
INTERNATIONAL INST OF MUNI CLERKS	210.00
iWORQ SYSTEMS	1,000.00
JACOBS ENGINEERING GROUP	126,872.18
JAYMARC - AV	410.63
JB TECHNOLOGY, INC	714.29
JET CITY PRINTING	1,740.45
JOHN E. REID & ASSOCIATES	1,500.00
JOYCE ZIKER PARKINSON	23,646.50
KAMINS CONSTRUCTION	307,687.41
KARLINSEY, ROB	1,021.33
KCDA PURCHASING COOP	95,358.31
KEEP POSTED INC	278.00
KENMORE COMMERCIAL LLC	36,091.00
KENMORE ELEMENTARY PTA	8,000.00
KENMORE HERITAGE SOCIETY	200.00
KENMORE HOLDINGS, LLC	6,950.00
KENMORE INVESTMENT PROPERTIES, LLC	33,700.00
KENMORE JR. HIGH BAND BOOSTERS	60.00
KENMORE LAKEVIEW, LLC	2,500.00
KENMORE SENIOR CENTER	700.00
KING COUNTY ANIMAL SVCS	3,780.00
KING COUNTY DISTRICT COURT	94,353.00

KING COUNTY FINANCE	1,249,077.09
KING COUNTY FINANCE W.L.R.D.	53,817.59
KING COUNTY FINANCE/ GIS	744.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY RADIO COMM SERVICES	815.85
KING COUNTY REAL ESTATE SVCS	51,700.00
KING COUNTY RECORDER'S OFFICE	784.00
KING COUNTY SHERIFF	2,605,044.30
KING COUNTY SUPERIOR COURT CLERK	576,800.00
KING COUNTY TREASURY	33,246.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KINGMAN, ASHLEY	2,000.00
KOMPAN, INC	976.96
KONICA MINOLTA BUSINESS SOLUTIONS	2,104.58
KUSTOM SIGNALS, INC.	9,260.26
LANGUAGE LINE SERVICES, INC.	182.22
LEE, BRETT	56.94
LIGHTHOUSE CONSULTING INC	41,510.15
LINCOLN NATIONAL LIFE INSURANCE	770.23
LOYUK, SAMANTHA	72.24
LUM, GREG	168.00
LYONS, LIZANNE & HAMMOND, JAMES	2,531.26
MACDONALD MILLER FACILITY SOLUTIONS	8,786.92
MAIL FINANCE	2,701.59
MAIN STREET PROPERTY GROUP	10,000.00
MARINE FLOATS CORPORATION	71,401.30
MCALLISTER, TERESA	129.50
MEDELES, JOSE	600.00
MEITZNER BROTHERS	7,500.00
METROPOLITAN TRANS. COMMISSION	1,500.00
MICRONET, INC.	450.00
MILLER STEPHENS, MARY	12,500.00
MILLER'S EQUIPMENT & RENT ALL INC.	46.81
MINZGHOR, NICHOLAS	343.75
MOBILE MINI, INC.	1,813.35
MORGAN SOUND INC	1,849.46
MR. T'S TROPHIES	1,623.81
MULVIHILL, MARJORIE	250.00
NATIONAL BARRICADE CO	191.41
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LEAGUE OF CITIES	1,489.00
NATIONAL LIFE OF VERMONT	2,348.90
NATIONWIDE FINANCIAL 401a	220,293.03
NATIONWIDE RETIREMENT SOLUTIONS 457	6,130.00
NEW PIG	3,440.64
NEWELL, HEATHER	1,519.05
NORTH COAST ELECTRIC	1,154.78
NORTH CREEK DESIGN	60.00
NORTHSHORE FIRE DEPT	6,013.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE PAVING INC	6,099.11

NORTHSHORE ROTARY CLUB	202.00
NORTHSHORE SENIOR CENTER	24,750.00
NORTHSHORE UTILITY DIST	227,789.76
NORTHSHORE YOUTH & FAMILY SERVICES	18,750.00
NORTHWEST LANDSCAPE SERVICES	35,563.29
NORTHWEST PLAYGROUND EQUIPMENT INC.	1,053.94
NORTHWEST VENTURES, LLC	9,500.00
OFFICE DEPOT	6,882.22
OFFICE TEAM	643.95
OLSON, ROBERT & KRISTIN	3,800.00
OLYMPIC ENVIRONMENTAL RESOURCES INC	45,271.11
OLYMPUS PURSUITS/ SHAWN JOHNSON	600.00
OSBORN CONSULTING INC.	146,790.81
OUSLEY, NANCY	1,488.65
OVERLEESE, KRISTEN	743.68
PACIFIC HOME CONSTRUCTION	1,200.98
PACIFIC TOPSOILS	7,058.80
PACIFICA LAW GROUP LLP	3,168.00
PART WORKS INC	810.73
PASSPORT TRAVEL AND TOURS	1,364.40
PAWS	6,270.00
PENDLETON, MICHAEL	5,113.94
PEOPLES STORAGE	2,036.00
PERTEET INC.	426,579.03
PETTY CASH CUSTODIAN	1,276.63
PHAM, NY THI	500.00
PHSI PURE WATER FINANCE	1,710.66
PIPERS CREEK NURSERY	766.50
POLYRYTHMICS, LLC	1,750.00
PROTECTION TECHNOLOGIES, INC	2,096.17
PRO-VAC	5,672.10
PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	11,500.00
PUGET SOUND ENERGY	204,402.27
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PURE WATER TECHNOLOGY OF PUGET SOUND	448.52
QUALITY BUSINESS SYSTEMS	9,193.78
RANDALL, BRIAN	151.86
RAZZ CONSTRUCTION	23,077.53
REDFIELD PROPERTIES LLC	2,975.00
REDMOND, MICHAEL	544.71
REITZ, THERESA dba MISS TESS	1,500.00
REPUBLIC SERVICES	8,556.32
RICHARDSON, ZACK	656.88
RNR CONSULTING	15,532.00
ROAD CONSTRUCTION NW, INC.	286,854.55
ROD STEVENS	3,207.90
RODGERS, DEUTSCH & TURNER PLLC	750.00
ROGERS, GLENN	64.96
RONGERUDE, JOHN	1,200.00

SAFRIN, PATTY	419.30
SAMYN, DR. JEFFREY	250.00
SANDRA OWEN DESIGN	420.00
SARAH ROBERTS	103,020.00
SATO, EDWIN	101.32
SCHINDLER ELEVATOR CORPORATION	995.98
SCHUMACHER, JAMIE	2,710.25
SCHWARZWALTER, MARK	180.00
SCORE	239,121.28
SEATTLE TIMES	12,062.04
SEES TREES AND EXCAVATION INC	5,406.57
SESAC	343.00
SHANE-KULMER, SEAN P.	240.00
SHARAM FAMILY	3,484.30
SHELTON, CINDY	34.72
SHRED-IT	592.27
SIGN UP, SIGN CO, INC	295.65
SIMPSON, ARTHUR	150.00
SKAGIT GARDENS	1,318.20
SMITH, BRENT	68.32
SNOHOMISH COUNTY	7,756.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	9,761.31
SNOHOMISH COUNTY TREASURER/ SHERIFF	44,513.99
SOUND CITIES ASSOC	11,850.97
SOUND EMPLOYMENT SOLUTIONS, INC.	4,539.60
SOUND LAW CENTER	4,102.00
SOUND PUBLISHING, INC.	5,951.13
SPERRY, LAURIE	63.84
SPOT HOT DOG & BRATS	263.00
ST EDWARD STATE PARK	8,454.34
ST OF WA DEPT OF FISH & WILDLIFE	68,108.71
STATE OF FLORIDA DISBURSEMENT UNIT	6,050.00
STATE OF WA DEPT. OF LICENSING	30.00
STEWART MACNICHOLS HARMELL, INC.	52,500.00
STRIPE RITE, INC.	34,000.00
SUSSMAN/PREJZA & CO, INC	2,455.75
TACOMA SCREW PRODUCTS, INC.	88.37
TELESYSTEMS WEST	2,304.99
TELGE, CHRIS & BARBARA	75.55
THE EASTMAN COMPANY	1,100.00
THE KIPLINGER LETTER	99.00
TIMEMARK INCORPORATED	111.58
TITAN OUTDOOR, LLC	1,505.95
TOPIA TECHNOLOGY/ BIS	7,620.00
TOTAL LANDSCAPE CORP	65,058.91
TOWNE CENTRE HARDWARE	2,785.52
TRAILER BOSS	2,933.81
TRANE U.S. INC.	26,690.67
TRINITY CONTRACTORS, INC.	148,658.19
UNITED RENTALS NW, INC	9,287.18
UNITED STATES POSTMASTER	6,581.61

UNITED WAY OF KING COUNTY	4,996.00
UNIVERSAL FIELD SERVICES	12,087.52
UPS STORE	711.79
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	12,336.03
UTILITIES UNDERGROUND LOCATION CTR	1,473.18
V2WORKS	1,552.50
VALUE DRIVEN LLC	7,200.00
VAN NESS, ALLAN	2,348.42
VERIZON WIRELESS	10,731.06
VERTICAL VISUAL SOLUTIONS INC.	15,795.37
VOLGISTICS, INC	186.00
W.S.S.O. Advanced Training	250.00
WA ASSOC OF BUILDING OFFICIALS	650.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	305.00
WA CITIES INSURANCE AUTHORITY	186,543.00
WA FINANCE OFFICERS ASSOCIATION	475.00
WA GUARANTEED EDUCATION TUITION	1,000.00
WA STATE CONSOLIDATED TECH SVCS	1,750.00
WA STATE DEPT OF LABOR & INDUSTRIES	125.30
WA STATE DEPT OF TRANSPORTATION	16,605.44
WA TRUST FOR HISTORIC PRESERVATION	100.00
WA WILDLIFE & RECREATION COALITION	125.00
WAGE WORKS	550.00
WALL, JOHN	1,792.84
WANG, YU SHENG & HUI KUAN	8,850.00
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF REVENUE	40.57
WASHINGTON STATE O.M.W.B.E.	100.00
WASHINGTON TOURISM ALLIANCE	500.00
WASHINGTON WOMEN OF CROSS	400.00
WEIGEL, JON	83.85
WEISBAND, BARRY	21,258.74
WELLS FARGO FINANCIAL	11,957.34
WELWEST CONSTRUCTION INC.	92,492.52
WEST, ELI	1,750.00
WESTERBECK ARCHITECTURE LLC	704.47
WIESE ENTERPRISES, INC.	1,220.34
WILDCLIFFE MANOR, LLC	7,956.00
WINDOW CLEANING & MORE	2,400.00
WINTERBOURNE LANDSCAPE	1,084.06
WIRELESS MARKETING	178.50
WONDERLAND DEVELOPMENT	9,000.00
ZHANG, LIJUAN	206.00
ZONAR SYSTEMS	525.33
ZORNES, GARY	1,668.19
ZUMAR	3,164.58
	14,355,528.70

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: October 2014 Financial Report Presentation	For Council Meeting Agenda of: December 15, 2014 Department: Finance and Administration Prepared by: Joanne Gregory Initial & Date Approved by Department Head: 12/5/14 Approved by City Attorney: Approved by Finance Director: 12/5/14 Approved by City Manager:
Proposed Council Action/Motion: Receive and File October 2014 Financial Report for the City of Kenmore, Washington	Exhibits/Attachments: October 2014 Financial Report for the City of Kenmore, Washington.

Expenditure Required N/A | Amount Budgeted: $53,651,122 Revenues, as amended; $55,617,808 Expenditures, as amended | Appropriation Required N/A

INFORMATION/BACKGROUND:
The October 2014 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2013-2014 amended biennial budget. The adopted budget was amended on March 25, 2013, December 2, 2013, and May 12, 2014 and this report reflects the amended appropriations. It also provides an opportunity to identify any potential variances or fluctuations from the budget. A final budget amendment will be brought to the City Council on December 15, prior to the close of the biennium.

FISCAL CONSIDERATION:
October marks the 22nd month of the 24 month 2013-2 014 biennium and, as a benchmark, the City is 91.7% through the budget period. The monthly schedules attached include the Transportation Benefit District Fund for informational purposes although it is a separate entity.

As of the end of October, the national unemployment rate was at a new low of 5.8% and the Dow Jones closed up from September at 17,390.

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

The City of Kenmore
PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: December 2, 2014
RE: October 2014 Financial Reports for the City of Kenmore, Washington

October 2014 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

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

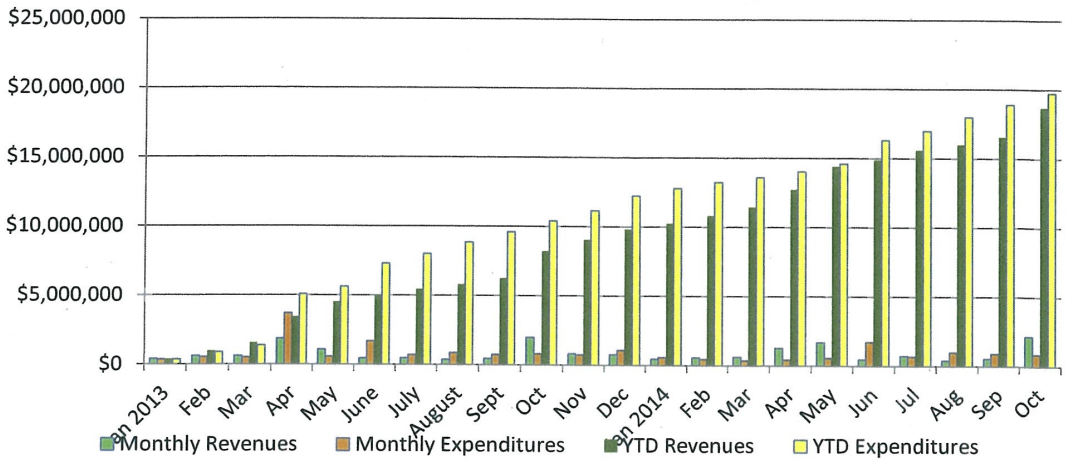
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, October is the twenty-second month (92%) of the 2013-2014 biennial budget period. For the month of October, revenues exceeded expenditures in the General Fund by $1,309,892. Biennium expenditures exceed revenue by $1,035,848, however removing the one-time $2.5M transfer to the Strategic Opportunities Fund from the comparison shows that biennium to date revenues exceed expenditures by $1,464,152.

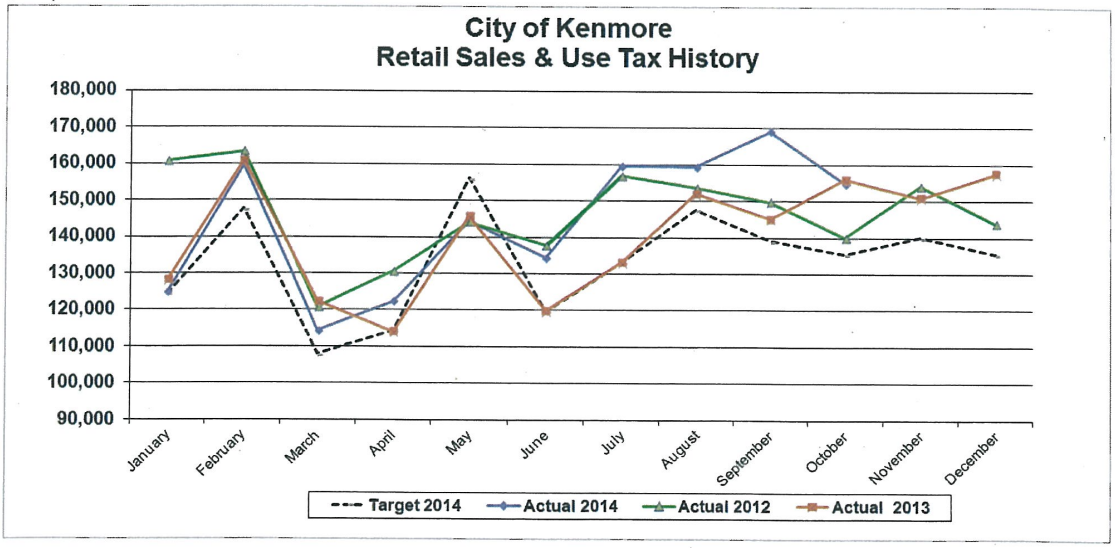
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through October 2014.

City of Kenmore, Washington
Monthly Financial Report
October 2014



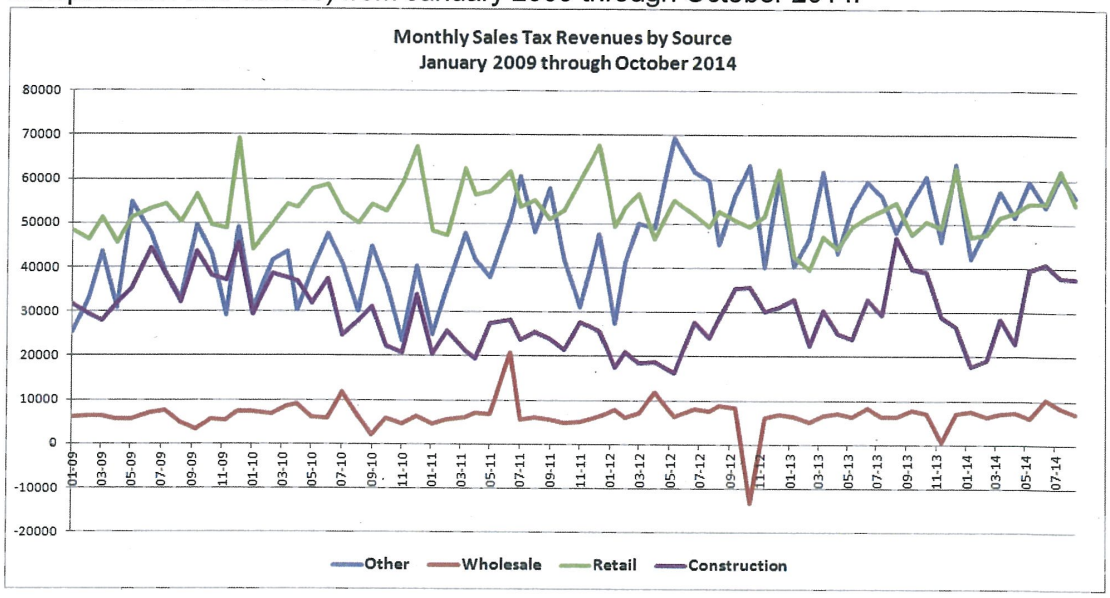
Total **revenues** for the month were **$2,159,403.** Biennium to date revenues are $18,710,240 which is 97% of the budgeted revenues of $19,234,471. Primary sources of revenue for the month included property taxes in the amount of $1,538,422, development fees & permits in the amount of $121,191, retail sales and use taxes in the amount of $154,957, franchise fees in the amount of $181,169, and utility taxes in the amount of $87,943.

A summary of sales tax revenues received in October is attached. These receipts are based on August sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2014 line is a monthly average of actual receipts during 2011, 2012, and 2013. The blue line represents 2014 actual receipts, which are $67,481 above 2013, and ahead of budget by $98,398.

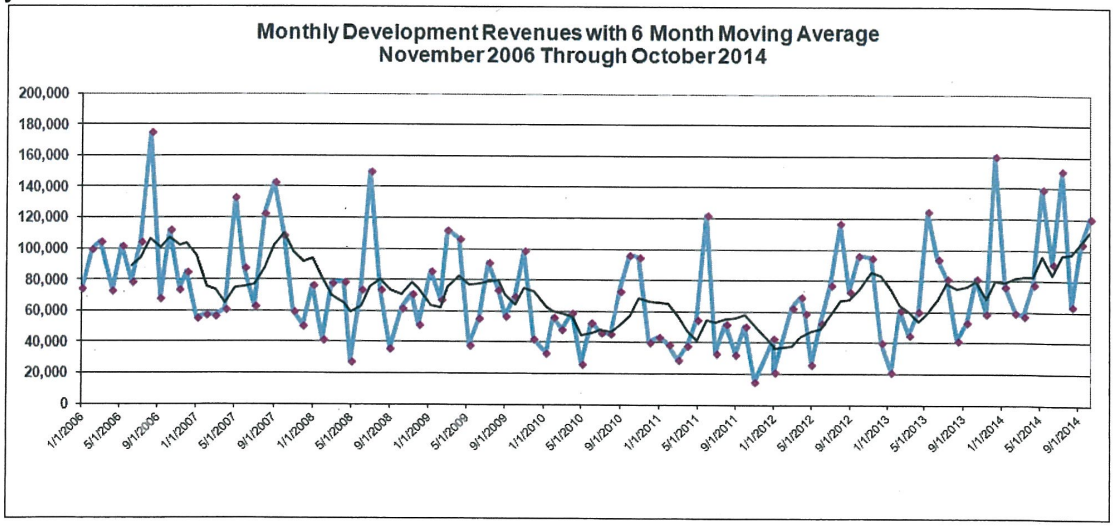


City of Kenmore, Washington
Monthly Financial Report
October 2014

The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through October 2014.



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



October 2014 expenditures were **$849,511.** Biennium to date expenditures are $19,746,088, which is 89% of the amended budget expenditures of $22,156,570, a high percentage due to the $3M interfund transfers recorded in April 2013. Removing the one-time $2.5M transfer to the Strategic Opportunities Fund from the expenditure balance indicates that expenditures are right at 78% of the biennial budget.

The October cash activity for all funds is presented on the attached All Funds Cash Summary. Total City cash ($9,790,264) and long term investments ($11,064,893), at the end of October, totaled $20,855,157. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2013-2014 biennial budget.

Total non-General Fund revenues were $2,480,964 and total non-General Fund expenditures were $572,927.

In the **Street Fund** revenue from gas tax distributions was $40,100. The attached Street Fund Summary Report is a new report that illustrates the monthly and budget-to-date activity of the fund. There was $115,204 in overlay expenditures and $83,075 in maintenance and operation expenditures. Staff will be requesting that the City Council approve a budget amendment for the Street Fund in December of this year. Expenditures are expected to exceed the budget due to emergency repairs, heavy use of King County services for traffic safety engineering and improvements, unanticipated utility costs, and other overages.

In the **Transportation Capital Fund** there was $26,338 in SR 522 West A expenditures for purchasing ROW & easements in the construction area. The fund received $1,375,158 in grant funds from TIB, Federal Grants, & the Department of Ecology for SR 522 West A related improvements.

There was $40,592 in revenues for the **Park Impact Fee** fund during the month of October. The revenues are at 143% of the budget.

There was $134,944 in revenues for the **Transportation Impact Fee** fund during the month of October. The revenues are at 119% of the budget. There are adequate funds available for the projects currently budgeted and proposed in the CIP.

The **Real Estate Excise Tax** Fund received $272,842 of real estate excise taxes (REET) in October from sales activity that occurred in September. 50 transactions were reported this month. Biennial to date revenue exceeds the 2013-14 budget by $809,649.

The **Transportation Benefit District** Fund received $27,205 in vehicle license fees during the month bringing the biennium to date revenues to $425,874 which is 80% of the $535,000 budgeted for biennium.

The **Surface Water Fund** revenues are tracking ahead of budget (94%) and operating expenditures are at 58%.

SUMMARY

This concludes the financial report for the City of Kenmore as of **October 31, 2014.** I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
October 31, 2014

	CURRENT PERIOD 2013-2014				PRIOR PERIOD 2011-2012			
	MONTH October 2014	BIENNIUM TO DATE 2013-2014	% of BUDGET	AMENDED BUDGET 2013-2014	CURRENT October 2012	BIENNIUM TO DATE 2011-2012	% of BUDGET	BIENNIUM BUDGET 2011-2012
REVENUES								
Beginning Fund Balance		5,539,954		5,539,954				4,941,884
Property Taxes	1,538,422	8,248,719	96.6%	8,542,053	1,332,855	7,768,467	94.1%	8,254,387
Sales and Use Taxes	198,676	4,008,188	101.2%	3,960,331	178,190	3,943,844	90.9%	4,339,202
Utility Taxes	87,943	2,478,437	84.2%	2,942,395	80,893	2,580,347	86.0%	3,002,082
Other Taxes	481	85,976	140.3%	61,300	4,448	61,232	58.8%	104,104
Development Fees & Permits	121,191	1,833,914	125.2%	1,465,185	96,332	1,215,847	84.5%	1,439,095
Franchise Fees	181,169	787,115	79.3%	992,405	0	603,513	92.8%	650,588
Intergovernmental and Grants	29,744	680,603	106.4%	639,866	19,313	710,586	93.3%	761,476
Investment Interest	641	118,501	202.9%	58,400	5,847	136,374	243.5%	56,000
Fines and Forfeitures	-8	-2,606	0.0%	0	0	769	n/a	0
Transfers and Other Revenues	1,143	471,391	82.3%	572,536	31,748	250,761	74.0%	338,662
Total Revenues	2,159,403	18,710,240	97.3%	19,234,471	1,749,627	17,271,739	91.2%	18,945,596
Total Revenues & Beginning Fund Balance		24,250,194		24,774,425				23,887,480

	CURRENT PERIOD 2013-2014				PRIOR PERIOD 2011-2012			
	MONTH October	BIENNIUM TO DATE 2013-2014	% of BUDGET	BUDGET 2013-2014	CURRENT October	BIENNIUM TO DATE 2011-2012	% of BUDGET	BIENNIUM BUDGET 2011-2012
EXPENDITURES								
Cost Center								
City Council	8,702	200,203	93.6%	213,950	9,733	228,816	105.1%	217,644
City Manager	115,128	1,979,950	91.0%	2,176,804	86,017	1,801,788	100.3%	1,796,600
City Clerk	9,871	193,471	79.6%	243,139	13,527	467,456	87.2%	536,261
Finance	52,917	631,381	81.6%	773,929	28,395	582,262	91.1%	639,213
Legal	8,663	396,570	82.6%	480,000	-14,920	473,932	95.9%	494,285
Non-Departmental	55,247	1,450,760	91.1%	1,592,487	-239,334	1,390,090	90.7%	1,532,818
Interfund Transfers*	0	3,454,000	85.2%	4,056,101	317,000	1,564,000	100.0%	1,564,000
Public Safety	316,925	6,752,716	88.8%	7,600,348	284,747	6,110,733	85.1%	7,179,563
Engineering	97,930	1,403,318	103.1%	1,361,385	48,287	1,018,026	97.3%	1,045,741
Planning &Community Dev	43,418	863,998	92.0%	939,441	27,805	608,891	85.4%	712,632
Land Dev & Permitting	80,728	1,204,371	88.4%	1,361,715	49,284	1,043,094	69.5%	1,501,147
Parks & Facility Maintenance	59,982	1,215,351	89.5%	1,357,271	59,802	1,207,694	71.2%	1,695,042
Total Expenditures	849,511	19,746,088	89.1%	22,156,570	670,343	16,496,782	87.2%	18,914,946
Ending Fund Balance		4,504,106		2,617,855			0.0%	4,972,534
Total Expenditures and Ending Fund Balance		24,250,194		24,774,425				23,887,480

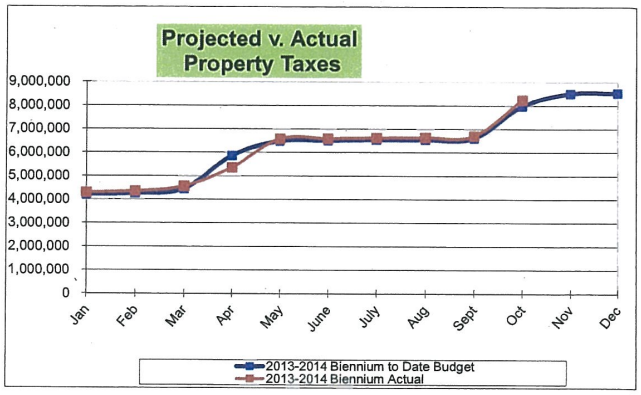
*Interfund Transfers in 2013 include one time $2.5M transfer to Strategic Opportunities Fund.

City of Kenmore, Washington
General Fund Revenue Graphs
October 31, 2014

PROPERTY TAXES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	4,213,917	4,286,383
Jan	4,225,990	4,303,470
Feb	4,273,536	4,360,664
Mar	4,467,727	4,576,272
Apr	5,875,364	5,369,199
May	6,501,422	6,589,051
June	6,526,310	6,605,360
July	6,554,092	6,631,739
Aug	6,561,697	6,649,513
Sept	6,622,547	6,710,297
Oct	7,984,205	8,248,719
Nov	8,521,972	
Dec	8,542,053	

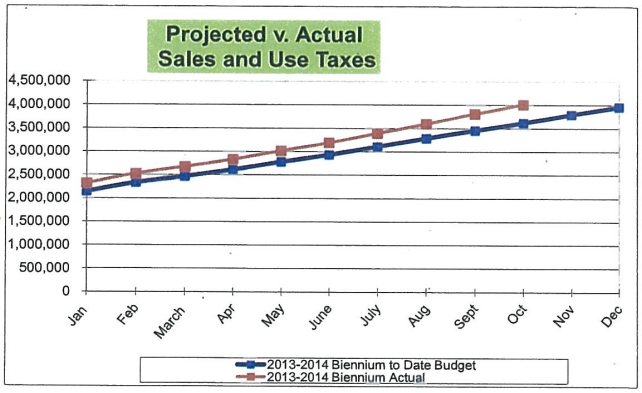
Year To Date
Actual v. Projected 103%



SALES, USE, CRIM JUSTICE TAXES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	1,975,227	2,151,641
Jan	2,151,044	2,315,482
Feb	2,338,721	2,524,411
March	2,475,114	2,675,389
Apr	2,621,639	2,833,010
May	2,785,165	3,017,826
June	2,939,366	3,191,490
July	3,114,057	3,392,036
Aug	3,288,505	3,596,725
Sept	3,458,591	3,809,512
Oct	3,620,443	4,008,188
Nov	3,796,178	
Dec	3,960,331	

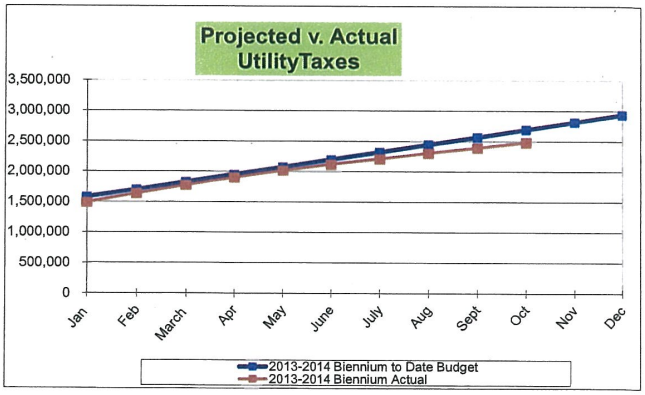
Year To Date
Actual v. Projected 111%



UTILITY TAXES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	1,458,389	1,352,891
Jan	1,582,056	1,489,689
Feb	1,705,723	1,639,874
March	1,829,391	1,776,666
Apr	1,953,058	1,902,958
May	2,076,725	2,019,052
June	2,200,392	2,119,115
July	2,324,059	2,210,275
Aug	2,447,726	2,302,824
Sept	2,571,394	2,390,494
Oct	2,695,061	2,478,437
Nov	2,818,728	
Dec	2,942,395	

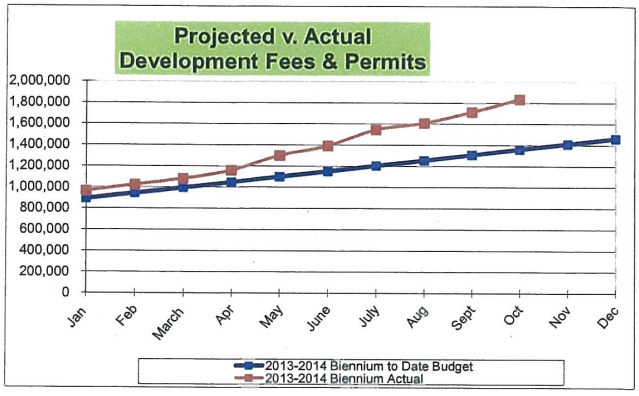
Year To Date
Actual v. Projected 92%



City of Kenmore, Washington
General Fund Revenue Graphs
October 31, 2014

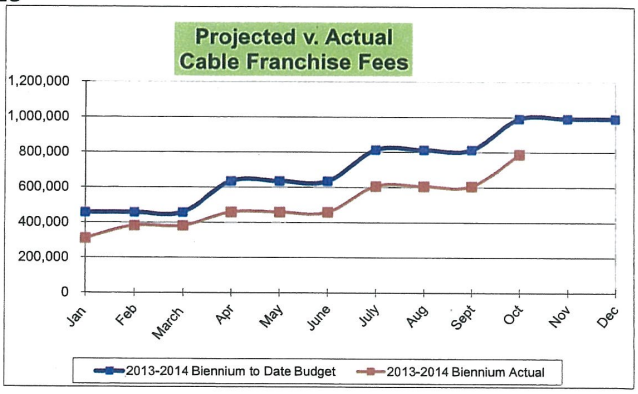
DEVELOPMENT FEES & PERMITS

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	842,335	888,463
Jan	894,239	965,292
Feb	946,143	1,025,424
March	998,048	1,083,266
Apr	1,049,952	1,161,337
May	1,101,856	1,301,298
June	1,153,760	1,392,794
July	1,205,664	1,544,185
Aug	1,257,568	1,608,155
Sept	1,309,473	1,712,723
Oct	1,361,377	1,833,914
Nov	1,413,281	
Dec	1,465,185	
Year To Date Actual v. Projected		135%



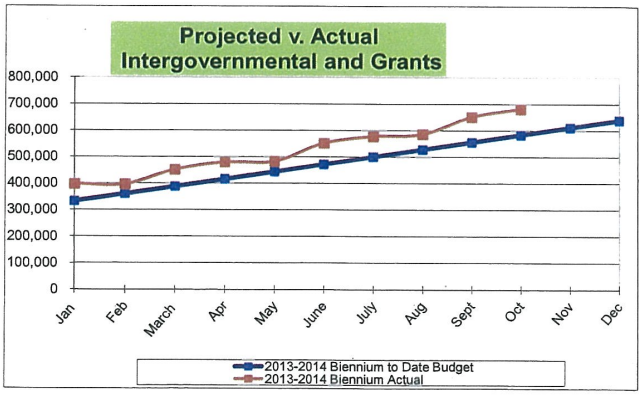
CABLE/WATER/SEWER FRANCHISE FEES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	280,537	303,218
Jan	458,504	309,382
Feb	458,504	380,667
March	458,504	380,667
Apr	636,471	458,319
May	636,471	458,319
June	636,471	458,319
July	814,438	605,947
Aug	814,438	605,947
Sept	814,438	605,947
Oct	992,405	787,115
Nov	992,405	
Dec	992,405	
Year To Date Actual v. Projected		79%



INTERGOVERNMENTAL & GRANTS

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	305,882	366,889
Jan	333,714	396,495
Feb	361,546	396,495
March	389,378	451,412
Apr	417,210	479,277
May	445,042	482,627
June	472,874	551,289
July	500,706	576,798
Aug	528,538	585,558
Sept	556,370	650,859
Oct	584,202	680,603
Nov	612,034	
Dec	639,866	
Year To Date Actual v. Projected		117%

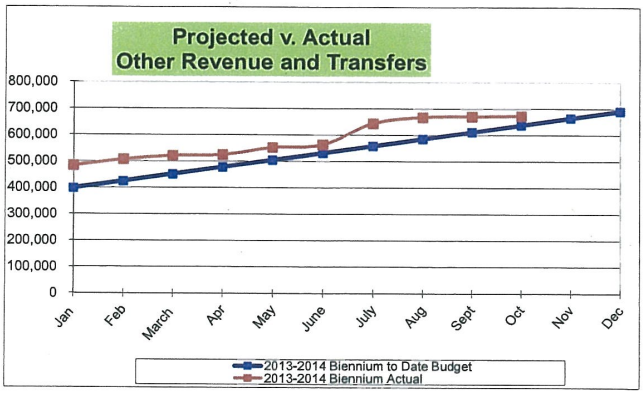


I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxGeneral Fund Rev Graphs

City of Kenmore, Washington
General Fund Revenue Graphs
October 31, 2014

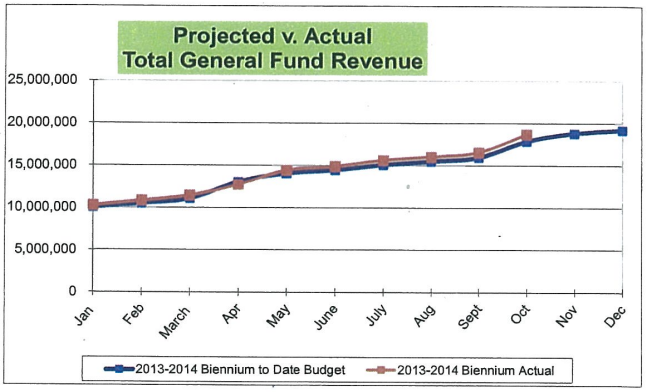
OTHER REVENUES AND TRANSFERS

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	371,901	472,991
Jan	398,596	483,827
Feb	425,290	507,647
March	451,985	521,850
Apr	478,679	525,425
May	505,374	552,680
June	532,069	563,874
July	558,763	643,985
Aug	585,458	667,758
Sept	612,152	671,006
Oct	638,847	673,264
Nov	665,541	
Dec	692,236	
Year To Date Actual v. Projected		105%



TOTAL GENERAL FUND REVENUE

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
Jan	10,044,143	10,263,636
Feb	10,509,463	10,835,183
March	11,070,146	11,465,523
Apr	13,032,373	12,729,526
May	14,052,055	14,420,853
June	14,461,242	14,882,242
July	15,071,779	15,604,965
Aug	15,483,930	16,016,479
Sept	15,944,965	16,550,837
Oct	17,876,540	18,710,240
Nov	18,820,139	
Dec	19,234,470	
Year To Date Actual v. Projected		105%

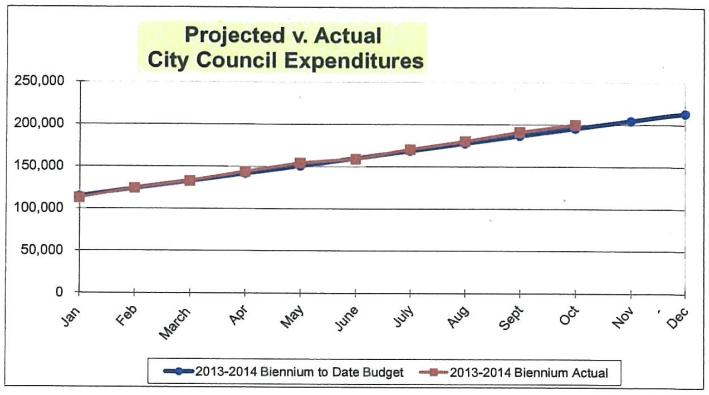


I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxGeneral Fund Rev Graphs

City of Kenmore, Washington
General Fund Expenditure Graphs
October 31, 2014

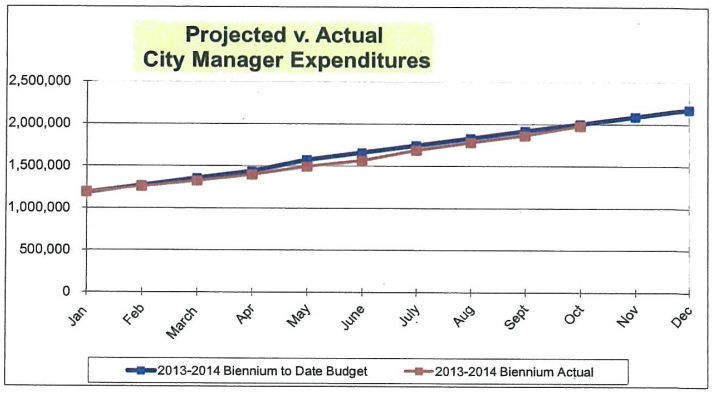
CITY COUNCIL

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	106,114	105,395
Jan	115,100	113,127
Feb	124,087	124,585
March	133,073	133,214
Apr	142,059	144,162
May	151,046	154,451
June	160,032	159,280
July	169,018	170,746
Aug	178,005	180,469
Sept	186,991	191,502
Oct	195,977	200,204
Nov	204,964	
Dec	213,950	
Year To Date Actual v. Projected		102%



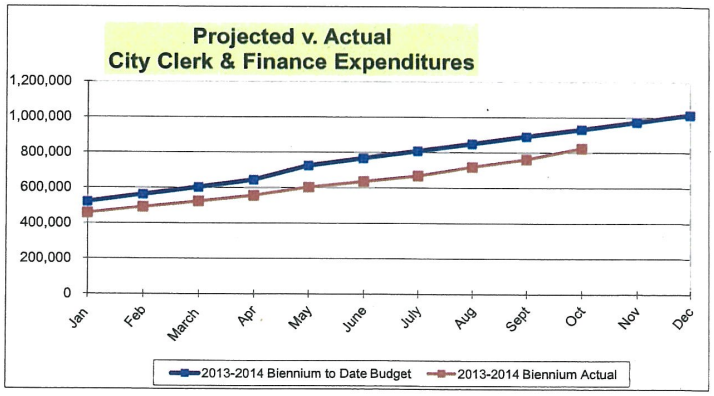
CITY MANAGER

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	1,097,895	1,130,965
Jan	1,183,852	1,189,496
Feb	1,269,809	1,257,866
March	1,355,766	1,324,359
Apr	1,441,723	1,398,892
May	1,575,105	1,495,261
June	1,661,062	1,566,463
July	1,747,019	1,688,976
Aug	1,832,976	1,782,669
Sept	1,918,933	1,864,822
Oct	2,004,890	1,979,951
Nov	2,090,847	
Dec	2,176,804	
Year To Date Actual v. Projected		99%



CITY CLERK & FINANCE

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	480,650	425,025
Jan	522,143	457,052
Feb	563,636	490,739
March	605,130	523,431
Apr	646,623	556,263
May	726,616	602,975
June	768,109	636,138
July	809,602	668,418
Aug	851,095	718,742
Sept	892,589	762,063
Oct	934,082	824,852
Nov	975,575	
Dec	1,017,068	
Year To Date Actual v. Projected		88%

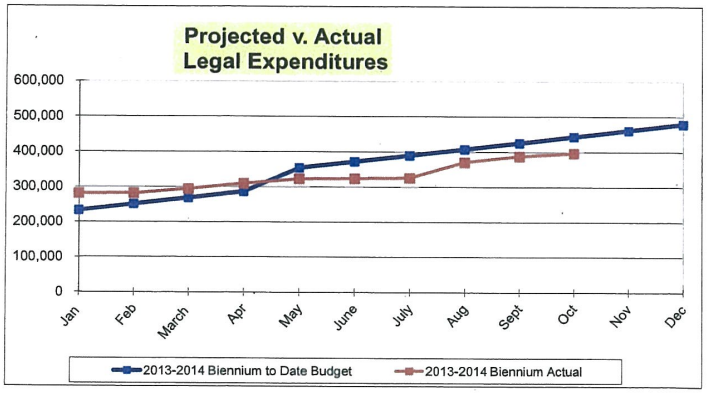


I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxGeneral Fund Exp Graphs

City of Kenmore, Washington
General Fund Expenditure Graphs
October 31, 2014

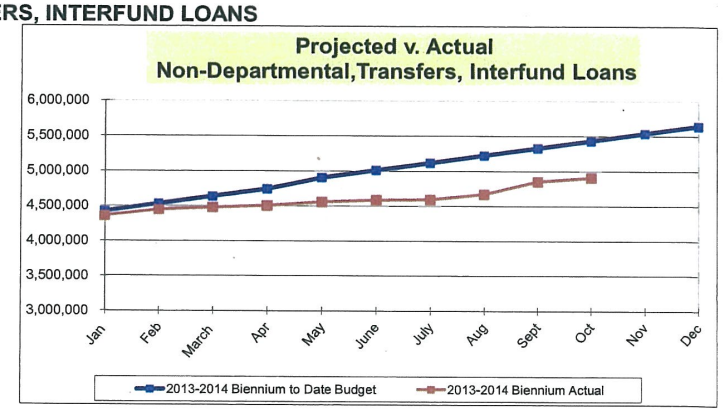
LEGAL

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	215,000	281,017
Jan	232,917	281,092
Feb	250,833	281,317
March	268,750	294,026
Apr	286,667	309,629
May	354,583	323,120
June	372,500	324,136
July	390,417	326,017
Aug	408,333	370,625
Sept	426,250	387,907
Oct	444,167	396,570
Nov	462,083	
Dec	480,000	
Year To Date Actual v. Projected		89%



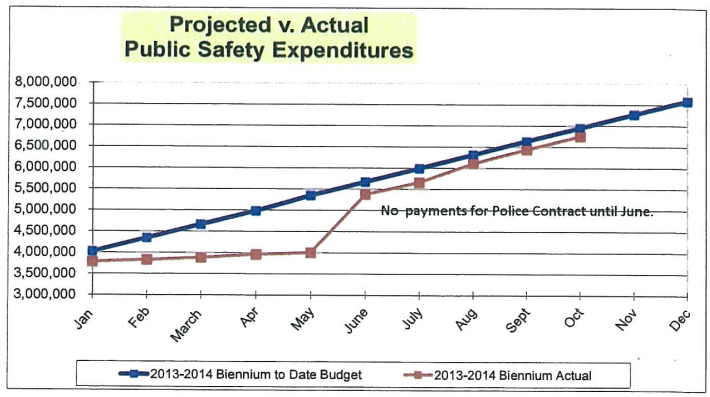
NON-DEPARTMENTAL, TRANSFERS, INTERFUND LOANS

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	4,318,276	4,104,765
Jan	4,424,219	4,357,541
Feb	4,530,161	4,443,879
March	4,636,104	4,475,316
Apr	4,742,047	4,500,992
May	4,906,989	4,554,891
June	5,012,932	4,585,459
July	5,118,875	4,589,791
Aug	5,224,817	4,667,930
Sept	5,330,760	4,849,514
Oct	5,436,703	4,904,761
Nov	5,542,645	
Dec	5,648,588	
Year To Date Actual v. Projected		90%



PUBLIC SAFETY

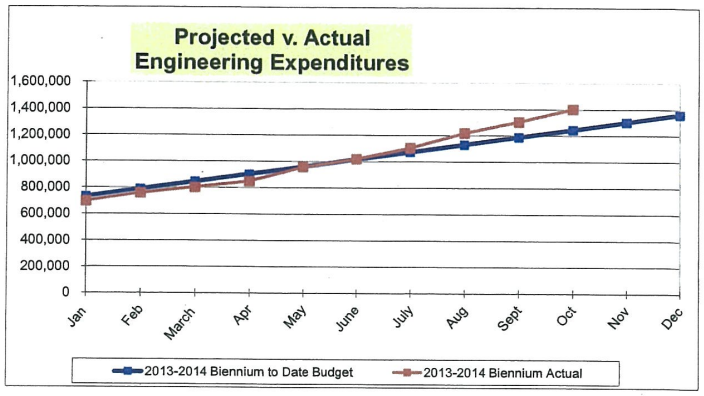
	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	3,707,398	3,758,635
Jan	4,027,894	3,779,350
Feb	4,348,390	3,826,193
March	4,668,886	3,879,765
Apr	4,989,381	3,958,434
May	5,356,877	4,002,791
June	5,677,373	5,374,259
July	5,997,869	5,662,464
Aug	6,318,365	6,110,101
Sept	6,638,861	6,435,790
Oct	6,959,356	6,752,715
Nov	7,279,852	
Dec	7,600,348	
Year To Date Actual v. Projected		97%



City of Kenmore, Washington
General Fund Expenditure Graphs
October 31, 2014

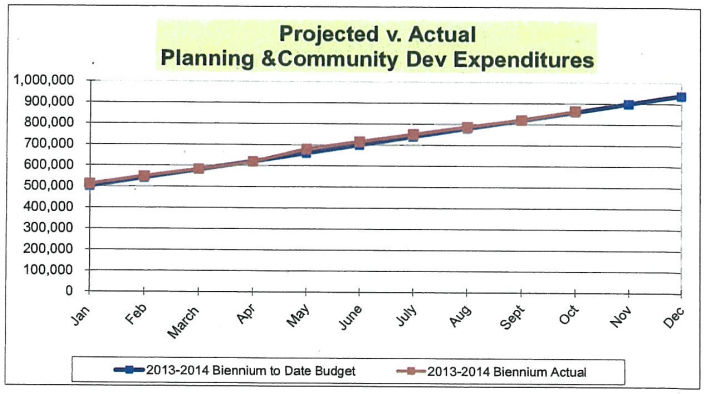
ENGINEERING

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	676,151	654,546
Jan	733,254	698,559
Feb	790,357	759,345
March	847,460	803,854
Apr	904,562	850,150
May	961,665	960,052
June	1,018,768	1,021,417
July	1,075,871	1,106,498
Aug	1,132,974	1,220,049
Sept	1,190,077	1,305,388
Oct	1,247,179	1,403,317
Nov	1,304,282	
Dec	1,361,385	
Year To Date Actual v. Projected		113%



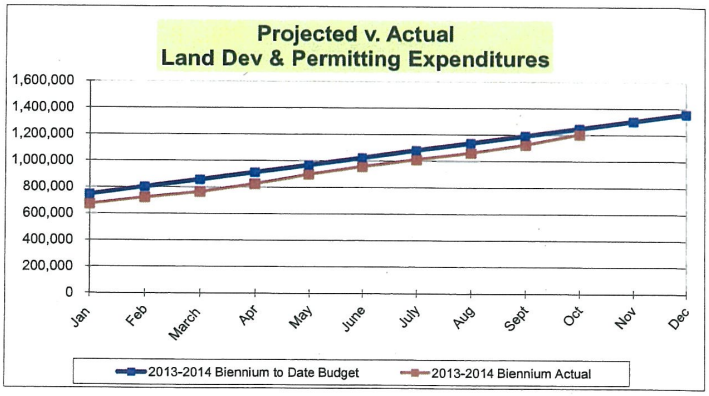
PLANNING & COMMUNITY DEV

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	462,482	477,890
Jan	502,229	512,492
Feb	541,975	549,038
March	581,722	583,810
Apr	621,468	619,806
May	661,215	680,519
June	700,962	716,522
July	740,708	751,750
Aug	780,455	787,160
Sept	820,201	820,580
Oct	859,948	863,998
Nov	899,694	
Dec	939,441	
Year To Date Actual v. Projected		100%



LAND DEV & PERMITTING

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	691,577	629,252
Jan	747,422	672,655
Feb	803,267	721,497
March	859,112	764,921
Apr	914,956	824,980
May	970,801	897,667
June	1,026,646	957,320
July	1,082,491	1,010,558
Aug	1,138,336	1,062,755
Sept	1,194,181	1,123,644
Oct	1,250,025	1,204,371
Nov	1,305,870	
Dec	1,361,715	
Year To Date Actual v. Projected		96%

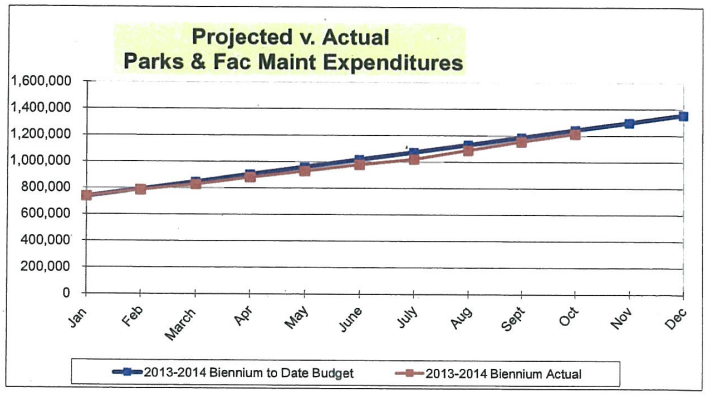


I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxGeneral Fund Exp Graphs

City of Kenmore, Washington
General Fund Expenditure Graphs
October 31, 2014

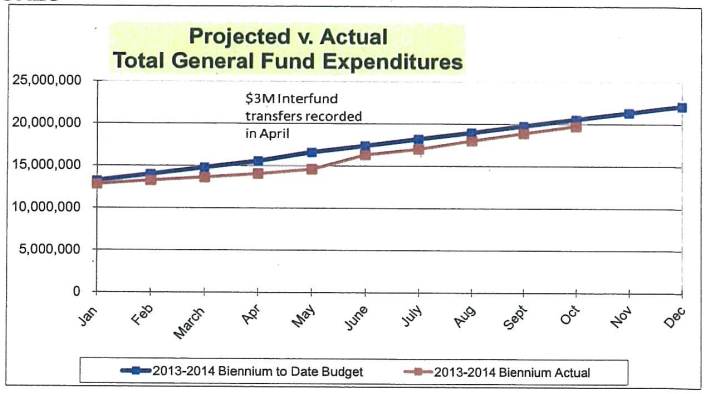
PARKS & FACILITY MAINT

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	678,530	671,352
Jan	735,092	738,323
Feb	791,654	787,241
March	848,215	828,858
Apr	904,777	882,640
May	961,339	930,174
June	1,017,901	979,434
July	1,074,462	1,020,503
Aug	1,131,024	1,089,498
Sept	1,187,586	1,155,368
Oct	1,244,148	1,215,350
Nov	1,300,709	
Dec	1,357,271	
Year To Date Actual v. Projected		98%



TOTAL GENERAL FUND EXPENDITURES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
Jan	13,224,121	12,799,687
Feb	14,014,168	13,241,700
March	14,804,216	13,611,555
Apr	15,594,264	14,045,948
May	16,626,236	14,601,902
June	17,416,284	16,320,430
July	18,206,332	16,995,721
Aug	18,996,379	17,989,997
Sept	19,786,427	18,896,577
Oct	20,576,475	19,746,088
Nov	21,366,522	
Dec	22,156,570	
2013-2014	21,914,645	
Year To Date Actual v. Projected		96%



I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxGeneral Fund Exp Graphs

City of Kenmore, Washington
All Funds Cash Summary
October 31, 2014

	2011-2012 BIENNIUM TO DATE	BUDGET	October	2013-2014 BIENNIUM TO DATE
GENERAL FUND				
Beginning Cash	4,941,884	4,337,249		4,337,249
Interfund Loan Repayment	0	0		1,200,000
Revenues	18,860,927	19,234,470	2,159,403	18,710,240
Total Sources	23,802,811	23,571,719	2,159,403	24,247,489
Interfund Loans	1,200,000	0		0
Expenditures	18,262,857	22,156,570	849,511	19,746,088
Ending Cash	4,339,954	1,415,149		4,501,400
Total Uses	23,802,811	23,571,719	849,511	24,247,489
STREET FUND				
Beginning Cash	2,040,582	1,513,938		1,513,938
Interfund Loan	0	0		0
Revenues	2,144,716	3,514,173	40,276	2,792,973
Total Sources	4,185,298	5,028,111	40,276	4,306,911
Expenditures	2,672,835	3,534,126	227,225	2,622,950
Ending Cash	1,512,463	1,493,985		1,683,960
Total Uses	4,185,298	5,028,111	227,225	4,306,911
TRANSPORTATION CAPITAL FUND				
Beginning Cash	1,209,197	427,539		427,539
Revenues	4,657,682	12,656,875	1,375,158	4,257,559
Total Sources	5,866,879	13,084,414	1,375,158	4,685,098
Expenditures	4,447,557	12,246,837	67,079	4,176,879
Ending Cash	1,419,322	837,577		508,219
Total Uses	5,866,879	13,084,414	67,079	4,685,098
PUBLIC ART FUND				
Beginning Cash	68,244	68,540		68,540
Revenues	1,296	600	0	447
Total Sources	69,540	69,140	0	68,987
Expenditures	1,000	1,766	0	1,557
Ending Cash	68,540	67,374		67,430
Total Uses	69,540	69,140	0	68,987
PARK IMPACT FEE FUND				
Beginning Cash	1,354,455	1,610,440		1,610,440
Revenues	285,604	346,567	40,592	495,977
Total Sources	1,640,059	1,957,007	40,592	2,106,416
Expenditures	29,620	1,105,000	0	1,396,000
Ending Cash	1,610,439	852,007		710,416
Total Uses	1,640,059	1,957,007	0	2,106,416
TRANSPORTATION IMPACT FEE FUND				
Beginning Cash	545,655	240,535		240,535
Revenues	916,135	876,670	134,944	1,047,434
Total Sources	1,461,790	1,117,205	134,944	1,287,969
Expenditures	1,221,255	822,500	0	248,000
Ending Cash	240,535	294,705		1,039,969
Total Uses	1,461,790	1,117,205	0	1,287,969
SWAMP CREEK BASIN FUND				
Beginning Cash	1,762,640	1,581,067		1,581,067
Revenues	16,536	16,000	0	10,057
Total Sources	1,779,176	1,597,067	0	1,591,124
Expenditures	198,109	160,000	0	202,365
Ending Cash	1,581,067	1,437,067		1,388,759
Total Uses	1,779,176	1,597,067	0	1,591,124
TRANSPORTATION BENEFIT DISTRICT FUND				
Beginning Cash	0	0		0
Revenues	0	535,000	27,205	425,874
Total Sources	0	535,000	27,205	425,874
Expenditures	0	535,000	0	465,500
Ending Cash	0	0		(39,626)
Total Uses	0	535,000	0	425,874
SAMMAMISH BRIDGE REPLACEMENT FUND				
Beginning Cash	0	0		0
Revenues	0	80,000	0	80,264
Total Sources	0	80,000	0	80,264
Expenditures	0	80,000	0	80,000
Ending Cash	0	0		264
Total Uses	0	80,000	0	80,264

City of Kenmore, Washington
All Funds Cash Summary
October 31, 2014

	2011-2012 BIENNIUM TO DATE	BUDGET	October	2013-2014 BIENNIUM TO DATE
REAL ESTATE EXCISE TAX FUND				
Beginning Cash	1,866,318	1,965,806		1,965,806
Revenues	1,497,557	1,147,317	272,842	1,860,658
Total Sources	3,363,874	3,113,123	272,842	3,826,463
Expenditures	2,386,812	2,757,050	0	1,305,100
Ending Cash	977,062	356,073		2,521,363
Total Uses	3,363,874	3,113,123	0	3,826,463
KENMORE VILLAGE FUND				
Beginning Cash	60,725	163,588		163,588
Interfund Loan	1,200,000			0
Revenues	555,153	4,576,500	545	4,628,070
Total Sources	1,815,878	4,740,088	545	4,791,658
Interfund Loans	0	0		1,200,000
Expenditures	1,663,002	2,500,646	5,897	1,137,159
Ending Cash	152,875	2,239,442		2,454,499
Total Uses	1,815,878	4,740,088	5,897	4,791,658
PARK CAPITAL FUND				
Beginning Cash	0	0		0
Revenues	0	1,916,534	953	1,846,490
Total Sources	0	1,916,534	953	1,846,490
Expenditures	0	1,873,000	10,952	1,762,932
Ending Cash	0	43,534		83,558
Total Uses	0	1,916,534	10,952	1,846,490
SURFACE WATER MANAGEMENT FUND				
Beginning Cash	1,590,280	1,419,392		1,419,392
Revenues	3,739,336	3,824,176	585,457	3,589,441
Total Sources	5,329,616	5,243,568	585,457	5,008,833
Expenditures	3,908,437	4,908,887	93,313	2,864,990
Ending Cash	1,421,179	334,681		2,143,843
Total Uses	5,329,616	5,243,568	93,313	5,008,833
SURFACE WATER CAPITAL FUND				
Beginning Cash	0	0		0
Revenues	0	1,988,261	0	493,045
Total Sources	0	1,988,261	0	493,045
Expenditures	0	1,988,261	160,308	1,038,306
Ending Cash	0	0		(545,261)
Total Uses	0	1,988,261	160,308	493,045
STRATEGIC RESERVE FUND				
Beginning Cash	1,264,464	1,264,464		1,264,464
Interfund Loan Repayment	0			0
Revenues	0	0	0	0
Total Sources	1,264,464	1,264,464	0	1,264,464
Interfund Loans	0			0
Expenditures	0	0	0	0
Ending Cash	1,264,464	1,264,464		1,264,464
Total Uses	1,264,464	1,264,464	0	1,264,464
STRATEGIC OPPORTUNITIES FUND				
Beginning Cash	0	0		0
Revenues	0	3,301,862	2,600	3,315,464
Total Sources	0	3,301,862	2,600	3,315,464
Expenditures	0	1,190,900	6,988	1,144,735
Ending Cash	0	2,110,962		2,170,729
Total Uses	0	3,301,862	6,988	3,315,464
EQUIPMENT REPLACEMENT FUND				
Beginning Cash	524,310	490,603		490,603
Revenues	188,365	155,142	0	128,677
Total Sources	712,675	645,745	0	619,280
Expenditures	222,072	276,250	619	113,609
Ending Cash	490,603	369,495		505,672
Total Uses	712,675	645,745	619	619,280
TRUST AND AGENCY (NON BUDGETED FUND)*				
Beginning Cash	278,859	247,209		247,209
Revenues	122,994	0	391	183,952
Total Sources	401,854	247,209	391	431,161
Expenditures	154,645	0	545	36,073
Ending Cash	247,209	247,209		395,088
Total Uses	401,854	247,209	545	431,161
TOTALS				
Beginning Cash	17,507,613	15,330,369		15,330,369
Interfund Loan	0	0		1,200,000
Revenues	32,986,301	54,170,147	4,640,367	43,866,620
Total Sources	50,493,914	69,500,516	4,640,367	60,396,989
Interfund Loan	1,200,000	0		1,200,000
Expenditures	34,970,092	56,136,793	1,422,438	38,342,243
Ending Cash	15,325,713	13,363,723		20,854,746
Total Uses	51,495,805	69,500,516	1,422,438	60,396,989

I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxAll Funds

City of Kenmore, Washington
Street Fund Summary Report
October 31, 2014

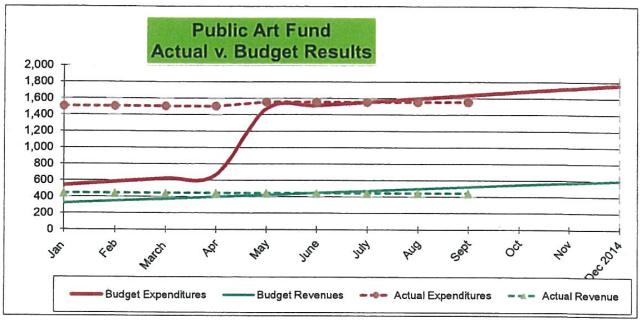
	MONTH October 2014	BIENNIUM TO DATE 2013-2014	% of BUDGET	BUDGET 2013-2014
REVENUES				
Beginning Fund Balance		**1,512,154**		**1,513,938**
Fuel Tax	40,276	797,143	94.6%	843,072
FEMA Assistance	0	100	-	0
Brightwater Mitigation	0	250,000	-	250,000
Investment Interest	0	11,941	59.7%	20,000
Miscellaneous	0	1,788	-	0
Transfer from General Fund	0	874,000	59.2%	1,476,101
Transfer from REET	0	400,000	100.0%	400,000
Transfer from TBD	0	458,000	87.2%	525,000
Total Revenues	40,276	2,792,972	79.5%	3,514,173
Total Revenues & Beginning Fund Balance		4,305,126		5,028,111

	MONTH October	BIENNIUM TO DATE 2013-2014	% of BUDGET	BUDGET 2013-2014
EXPENDITURES				
Salary and Benefits	21,677	341,621	90.9%	375,821
Maintenance & Operations	83,075	1,422,388	90.0%	1,581,305
Overlay	115,204	601,608	43.4%	1,386,000
Capital	7,270	146,333	365.8%	40,000
Transfer to Transportation Capital	0	86,000	100.0%	86,000
Transfer to Surface Water Mgt.	0	25,000	100.0%	25,000
Total Expenditures	227,225	2,622,950	75.1%	3,494,126
Ending Fund Balance		**1,682,176**		**1,533,985**
Total Expenditures and Ending Fund Balance		4,305,126		5,028,111

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2014

PUBLIC ART FUND

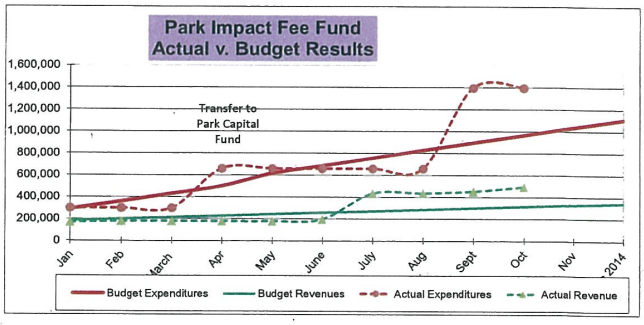
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	500	1,507	300	447
Jan	542	1,507	325	447
Feb	583	1,507	350	447
March	625	1,507	375	447
Apr	667	1,507	400	447
May	1,474	1,557	425	447
June	1,516	1,557	450	447
July	1,558	1,557	475	447
Aug	1,599	1,557	500	447
Sept	1,641	1,557	525	447
Oct	1,683		550	
Nov	1,724		575	
Dec 2014	1,766		600	
2013-2014	1,000		600	
Total Actual to Date vs Total Budget		156%		75%



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

PARK IMPACT FEE FUND

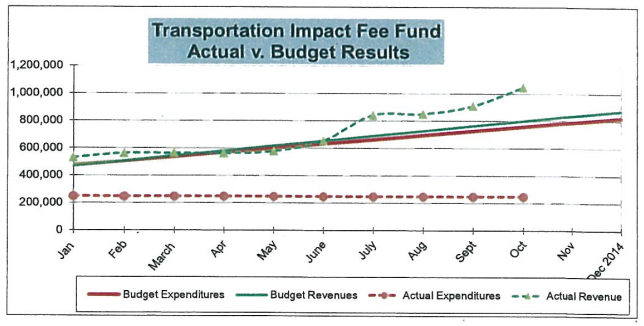
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	220,000	297,921	172,214	145,576
Jan	289,917	297,921	186,743	170,556
Feb	359,833	297,921	201,273	180,704
March	429,750	297,921	215,802	180,704
Apr	499,667	659,000	230,332	180,704
May	615,583	659,000	244,861	180,704
June	685,500	659,000	259,391	198,463
July	755,417	659,000	273,920	435,089
Aug	825,333	659,000	288,449	437,626
Sept	895,250	1,396,000	302,979	455,385
Oct	965,167	1,396,000	317,508	495,977
Nov	1,035,083		332,038	
Dec 2014	1,105,000		346,567	
2013-2014	1,059,000		346,567	
Total Actual to Date vs Total Budget		132%		143%



This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements. In the 2011-2012 budget, expenditures represent transfers to Muncipal Capital Fund for improvements to City parks.

TRANSPORTATION IMPACT FEE FUND

	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	442,500	248,000	435,973	423,858
Jan	474,167	248,000	472,698	532,620
Feb	505,833	248,000	509,423	566,356
March	537,500	248,000	546,147	566,356
Apr	569,167	248,000	582,872	566,356
May	600,833	248,000	619,597	581,691
June	632,500	248,000	656,322	656,063
July	664,167	248,000	693,046	845,017
Aug	695,833	248,000	729,771	853,451
Sept	727,500	248,000	766,496	912,489
Oct	759,167	248,000	803,221	1,047,433
Nov	790,833		839,945	
Dec 2014	822,500		876,670	
2013-2014	822,500		876,670	
Total Actual to Date vs Total Budget		30%		119%



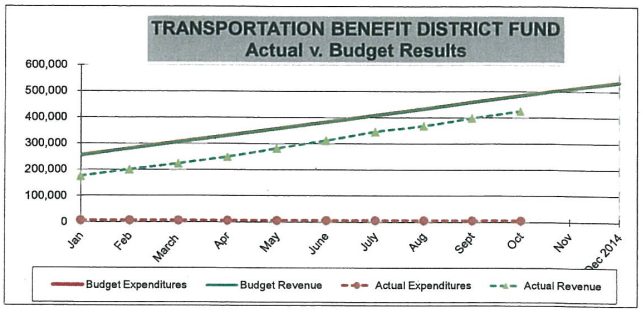
This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.

I:\Admin & Finance\Monthly Reports\2014\Oct.xlsx\Other Funds Graphs

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2014

TRANSPORTATION BENEFIT DISTRICT FUND

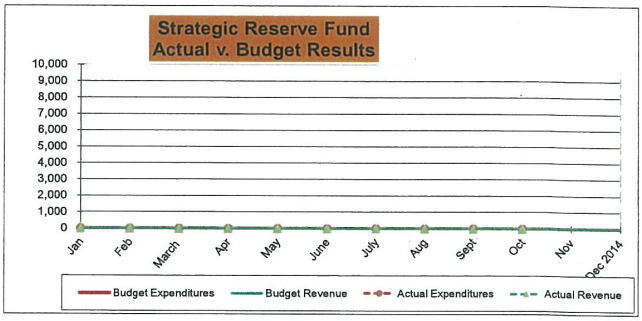
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	230,000	5,000	230,000	151,178
Jan	255,417	7,500	255,417	175,714
Feb	280,833	7,500	280,833	201,632
March	306,250	7,500	306,250	224,211
Apr	331,667	7,500	331,667	250,268
May	357,083	7,500	357,083	282,106
June	382,500	7,500	382,500	312,341
July	407,917	7,500	407,917	346,060
Aug	433,333	7,500	433,333	368,652
Sept	458,750	7,500	458,750	398,669
Oct	484,167	7,500	484,167	425,874
Nov	509,583		509,583	
Dec 2014	535,000		535,000	
2013-2014	535,000		535,000	
Total Actual to Date vs Total Budget		1%		80%



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

STRATEGIC RESERVE FUND

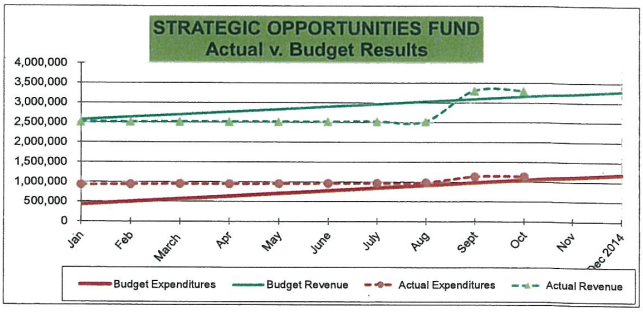
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0		0	
Dec 2014	0		0	
2013-2014	0		0	
Total Actual to Date vs Total Budget		0%		0%



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

STRATEGIC OPPORTUNITIES FUND

	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	364,100	928,553	2,512,500	2,521,694
Jan	433,000	932,712	2,578,280	2,522,844
Feb	501,900	941,850	2,644,060	2,523,544
March	570,800	953,684	2,709,841	2,525,844
Apr	639,700	952,558	2,775,621	2,527,934
May	708,600	957,849	2,841,401	2,529,084
June	777,500	965,388	2,907,181	2,530,934
July	846,400	969,831	2,972,961	2,532,434
Aug	915,300	984,227	3,038,741	2,534,534
Sept	984,200	1,137,748	3,104,522	3,312,864
Oct	1,053,100	1,144,735	3,170,302	3,315,464
Nov	1,122,000		3,236,082	
Dec 2014	1,190,900		3,301,862	
2013-2014	1,190,900		3,301,862	
Total Actual to Date vs Total Budget		96%		100%

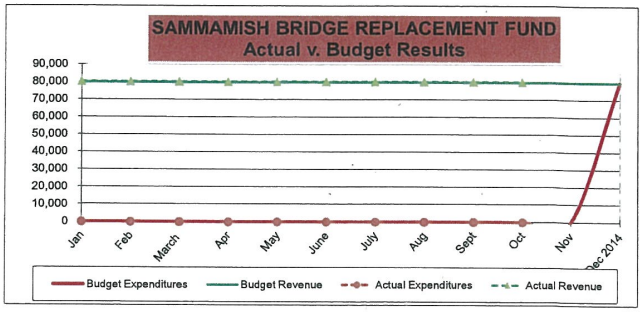


The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves. For 2013-14, the Business Incubator expenditures are budgeted in this fund.

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2014

SAMMAMISH BRIDGE REPLACEMENT FUND

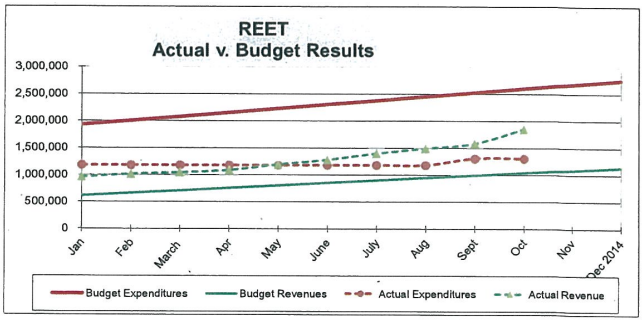
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	0	0	80,000	80,264
Jan	0	0	80,000	80,264
Feb	0	0	80,000	80,264
March	0	0	80,000	80,264
Apr	0	0	80,000	80,264
May	0	0	80,000	80,264
June	0	0	80,000	80,264
July	0	0	80,000	80,264
Aug	0	0	80,000	80,264
Sept	0	0	80,000	80,264
Oct	0	0	80,000	80,264
Nov	0		80,000	
Dec 2014	80,000		80,000	
2013-2014	80,000		80,000	
Total Actual to Date vs Total Budget		0%		100%



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

REAL ESTATE EXCISE TAX FUND

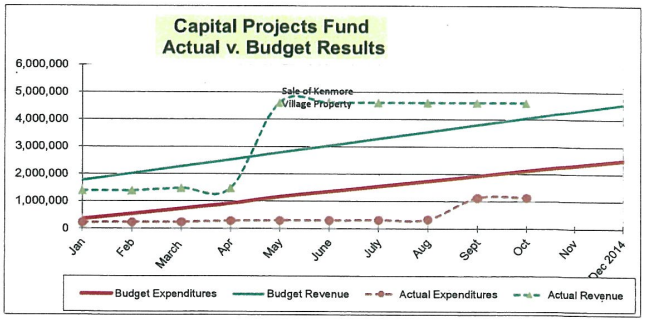
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	1,852,050	1,181,929	569,468	894,198
Jan	1,927,467	1,181,929	617,622	966,304
Feb	2,002,883	1,181,929	665,776	1,020,343
March	2,078,300	1,181,929	713,930	1,050,769
Apr	2,153,717	1,181,929	762,084	1,095,886
May	2,229,133	1,181,929	810,238	1,198,143
June	2,304,550	1,181,929	858,393	1,286,214
July	2,379,967	1,181,929	906,547	1,403,072
Aug	2,455,383	1,181,929	954,701	1,496,004
Sept	2,530,800	1,305,100	1,002,855	1,587,816
Oct	2,606,217	1,305,100	1,051,009	1,860,658
Nov	2,681,633		1,099,163	
Dec 2014	2,757,050		1,147,317	
2013-2014	2,757,050		1,147,317	
Total Actual to Date vs Total Budget		47%		162%



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

KENMORE VILLAGE FUND

	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	161,600	223,689	1,523,020	1,403,543
Jan	352,357	228,343	1,777,477	1,403,543
Feb	543,114	232,785	2,031,933	1,404,293
March	733,872	240,111	2,286,390	1,495,043
Apr	924,629	287,786	2,540,847	1,496,055
May	1,165,346	300,610	2,795,303	4,626,943
June	1,356,103	303,418	3,049,760	4,627,422
July	1,546,860	317,360	3,304,217	4,627,422
Aug	1,737,617	340,640	3,558,673	4,627,524
Sept	1,928,375	1,131,262	3,813,130	4,627,524
Oct	2,119,132	1,137,159	4,067,587	4,628,069
Nov	2,309,889		4,322,043	
Dec 2014	2,500,646		4,576,500	
2013-2014	2,450,686		4,576,500	
Total Actual to Date vs Total Budget		46%		101%

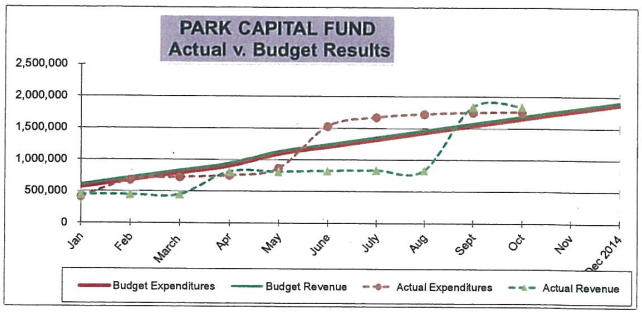


The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2014

PARK CAPITAL FUND

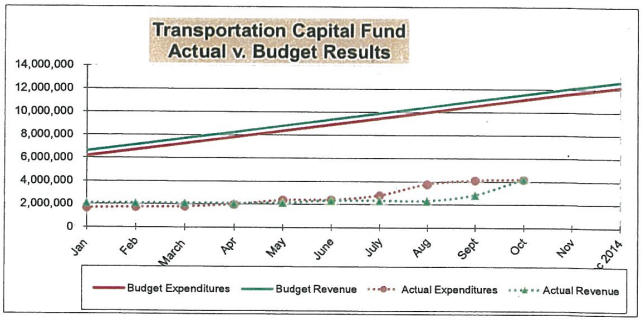
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	460,000	416,605	503,534	435,869
Jan	571,417	416,605	614,951	453,684
Feb	682,833	681,756	726,367	453,684
March	794,250	727,532	837,784	453,684
Apr	905,667	754,427	949,201	814,763
May	1,093,083	867,757	1,136,617	814,763
June	1,204,500	1,528,642	1,248,034	830,479
July	1,315,917	1,671,991	1,359,451	839,148
Aug	1,427,333	1,724,670	1,470,867	839,365
Sept	1,538,750	1,751,979	1,582,284	1,845,536
Oct	1,650,167	1,762,932	1,693,701	1,846,081
Nov	1,761,583		1,805,117	
Dec 2014	1,873,000		1,916,534	
2013-2014	1,797,000		1,840,534	
Total Actual to Date vs Total Budget		98%		100%



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

TRANSPORTATION CAPITAL FUND

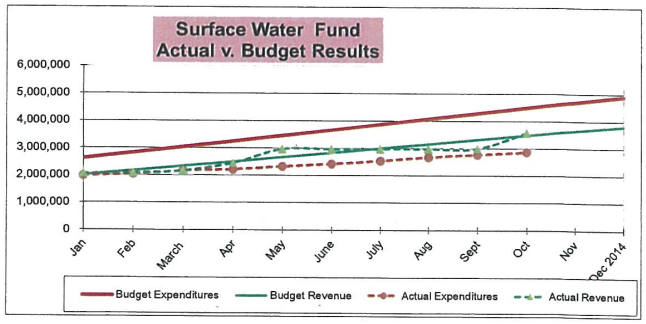
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	5,635,750	1,671,348	6,081,950	2,127,659
Jan	6,179,174	1,679,339	6,629,860	2,127,659
Feb	6,722,598	1,739,110	7,177,771	2,127,659
March	7,266,022	1,794,315	7,725,681	2,127,659
Apr	7,809,446	1,990,022	8,273,592	2,127,659
May	8,352,870	2,365,172	8,821,502	2,166,383
June	8,896,294	2,401,009	9,369,413	2,370,522
July	9,439,717	2,790,845	9,917,323	2,370,522
Aug	9,983,141	3,770,300	10,465,233	2,370,522
Sept	10,526,565	4,109,800	11,013,144	2,882,401
Oct	11,069,989	4,176,879	11,561,054	4,257,559
Nov	11,613,413		12,108,965	
Dec 2014	12,156,837		12,656,875	
2013-2014	12,156,837		12,656,875	
Total Actual to Date vs Total Budget		34%		34%



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

SURFACE WATER MANAGEMENT FUND

	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	2,407,615	1,947,517	1,859,138	2,068,281
Jan	2,616,054	1,984,043	2,022,891	2,072,887
Feb	2,824,494	2,048,468	2,186,644	2,100,032
March	3,032,933	2,174,549	2,350,398	2,180,736
Apr	3,241,372	2,214,282	2,514,151	2,460,553
May	3,449,812	2,328,898	2,677,904	2,975,029
June	3,658,251	2,419,536	2,841,657	2,979,292
July	3,866,690	2,533,957	3,005,410	2,985,256
Aug	4,075,130	2,671,431	3,169,163	2,989,826
Sept	4,283,569	2,771,677	3,332,917	3,003,984
Oct	4,492,008	2,864,990	3,496,670	3,589,441
Nov	4,700,448		3,660,423	
Dec 2014	4,908,887		3,824,176	
2013-2014	4,908,887		3,824,176	
Total Actual to Date vs Total Budget		58%		94%



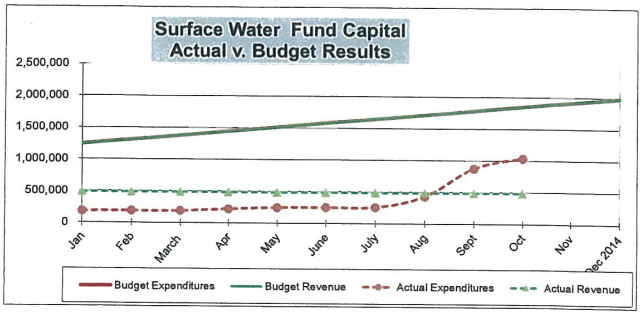
This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxOther Funds Graphs

City of Kenmore, Washington
Other Funds Monthly Activity
October 31, 2014

SURFACE WATER CAPITAL FUND

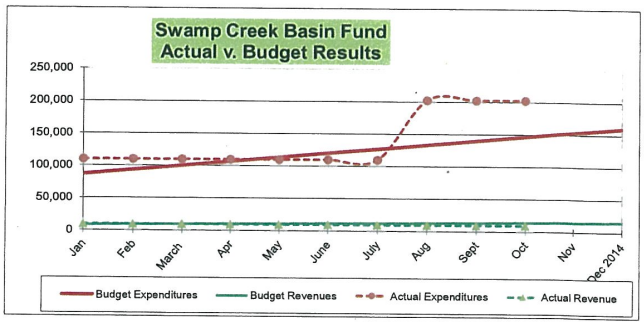
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	1,175,250	178,118	1,175,250	493,045
Jan	1,243,001	186,350	1,243,001	493,045
Feb	1,310,752	192,993	1,310,752	493,045
March	1,378,503	193,047	1,378,503	493,045
Apr	1,446,254	224,776	1,446,254	493,045
May	1,514,005	249,094	1,514,005	493,045
June	1,581,756	252,775	1,581,756	493,045
July	1,649,506	258,815	1,649,506	493,045
Aug	1,717,257	430,915	1,717,257	493,045
Sept	1,785,008	877,998	1,785,008	493,045
Oct	1,852,759	1,038,306	1,852,759	493,045
Nov	1,920,510		1,920,510	
Dec 2014	1,988,261		1,988,261	
2013-2014	1,988,261		1,988,261	
Total Actual to Date vs Total Budget		52%		25%



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

SWAMP CREEK BASIN FUND

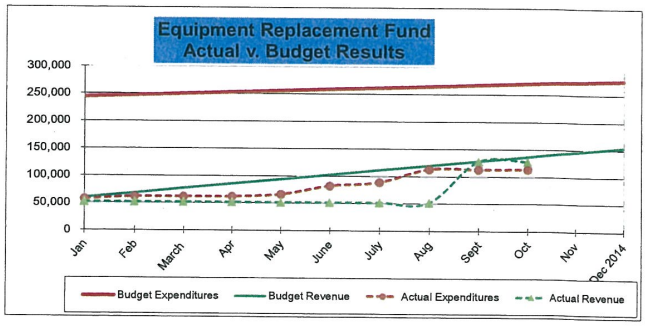
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	80,000	109,873	8,200	10,057
Jan	86,667	109,873	8,850	10,057
Feb	93,333	109,873	9,500	10,057
March	100,000	109,873	10,150	10,057
Apr	106,667	109,873	10,800	10,057
May	113,333	109,873	11,450	10,057
June	120,000	109,873	12,100	10,057
July	126,667	109,873	12,750	10,057
Aug	133,333	202,366	13,400	10,057
Sept	140,000	202,366	14,050	10,057
Oct	146,667	202,366	14,700	10,057
Nov	153,333		15,350	
Dec 2014	160,000		16,000	
2013-2014	160,000		16,000	
Total Actual to Date vs Total Budget		126%		63%



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

EQUIPMENT REPLACEMENT FUND

	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	241,250	57,389	51,850	52,858
Jan	244,167	57,389	60,458	52,858
Feb	247,083	61,687	69,065	52,858
March	250,000	61,687	77,673	52,858
Apr	252,917	62,104	86,281	52,858
May	255,833	66,341	94,888	52,858
June	258,750	81,873	103,496	52,858
July	261,667	88,682	112,104	52,858
Aug	264,583	112,989	120,711	52,858
Sept	267,500	112,989	129,319	128,678
Oct	270,417	113,609	137,927	128,678
Nov	273,333		146,534	
Dec 2014	276,250		155,142	
2013-2014	276,250		155,142	
Total Actual to Date vs Total Budget		41%		83%



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

City of Kenmore, Washington
Cash and Investment Report
October 31, 2014

Fund	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	$3,192,205	$2,159,403	$849,511	4,502,097
Street	1,869,434	40,276	227,225	1,682,484
Transportation Capital	191,924	1,375,158	67,079	1,500,003
Public Art	67,431	0	0	67,431
Park Impact Fee	674,483	40,592	0	715,075
Transportation Impact Fee	905,025	134,944	0	1,039,970
Swamp Creek Basin	1,388,759	0	0	1,388,759
Transportation Benefit District	-66,832	27,205	0	(39,626)
Sammamish Bridge Replacement	264	0	0	264
Real Estate Excise Tax	1,259,776	272,842	0	1,532,618
Kenmore Village	2,449,135	545	5,897	2,443,783
Park Capital	93,557	953	10,952	83,558
Surface Water Management	1,653,487	585,457	93,313	2,145,631
Surface Water Capital	-384,953	0	160,308	(545,261)
Strategic Reserve	1,264,465	0	0	1,264,465
Strategic Opportunities	2,175,116	2,600	6,988	2,170,729
Equipment Replacement	506,290	0	619	505,671
Trust & Agency	395,238	391	545	395,084
Totals	$17,634,806	$4,640,367	$1,422,438	$20,852,735

Fund	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	-$964,115	$5,479,894	4,515,779
Street	832,485	850,000	1,682,485
Transportation Capital	508,221	0	508,221
Public Art	52,431	15,000	67,431
Park Impact Fee	-219,582	930,000	710,418
Transportation Impact Fee	1,009,971	30,000	1,039,971
Swamp Creek Basin	-11,241	1,400,000	1,388,759
Transportation Benefit District	-39,626	0	(39,626)
Sammamish Bridge Replacement	264	0	264
Real Estate Excise Tax	2,521,362	0	2,521,362
Kenmore Village	1,991,996	450,000	2,441,996
Park Capital	83,558	0	83,558
Surface Water Management	1,633,844	510,000	2,143,844
Surface Water Capital	-545,261	0	(545,261)
Strategic Reserve	414,465	850,000	1,264,465
Strategic Opportunities	2,170,729	0	2,170,729
Equipment Replacement	55,671	450,000	505,671
Trust & Agency	295,084	100,000	395,084
Totals	$9,790,256	$11,064,894	$20,855,149

I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxCashInv

City of Kenmore, Washington
Schedule of Investments
October 31, 2014

Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
		Average Yield to Maturity-Securities						Overall Average Yield	0.58%
Piper Jaffray									
	313371PC4	FHLB	12/12/2014	6/7/2011	0.88%	0.88%	no call	991,238.90	8,722.90
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								**1,885,970.78**	**18,860.21**
Time Value Investments									
	3136G1BT5	FNMA	8/7/2017	7/2/2013	1.30%	1.30%	8/7/2013	982,099.00	12,767.29
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%	2/25/2014	985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%	2/25/2014	989,691.00	12,865.98
	3134G43V8	FHLB	5/15/2018	7/23/2014	1.36%	1.36%	8/15/2014	988,450.00	13,462.69
	3133EA5T1	FFCB	1/23/2019	7/23/2014	1.59%	1.59%	7/28/2014	984,270.00	15,689.26
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
Total TVI Purchases								**5,929,728.08**	**76,964.28**
Banner Bank CD's									
	5740005425	CD	2/6/2016	2/6/2014	0.32%	0.32%		1,000,000.00	3,200.00
Total Banner Bank CD's								**1,000,000.00**	**3,200.00**
Sound Community Bank CD's									
	18299229	CD	2/11/2016	2/14/2014	0.80%	0.80%		1,000,000.00	8,000.00
Total Sound Community Bank CD's								**1,000,000.00**	**8,000.00**
Opus Bank CD's									
	280140042	CD	3/16/2015	3/15/2011	1.15%	1.15%		249,194.49	2,865.74
	11495975	CD	8/10/2015	2/10/2014	0.35%	0.35%		1,000,000.00	3,500.00
Total Cascade Bank CD's								**1,249,194.49**	**6,365.74**
TOTAL ALL SECURITIES								**$ 11,064,893.35**	**$ 113,390.23**
		Banner Checking and Savings				**0.07%**	**Banner**	**4,044,952.50**	2,831.47
		Cash						**1,005.00**	-
		Local Government Investment Pool				**0.09%**	**LGIP**	**5,744,306.11**	5,416.88
									-
			Total Accounts					**$ 20,855,156.96**	**121,638.58**

I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxInvSch

City of Kenmore, Washington

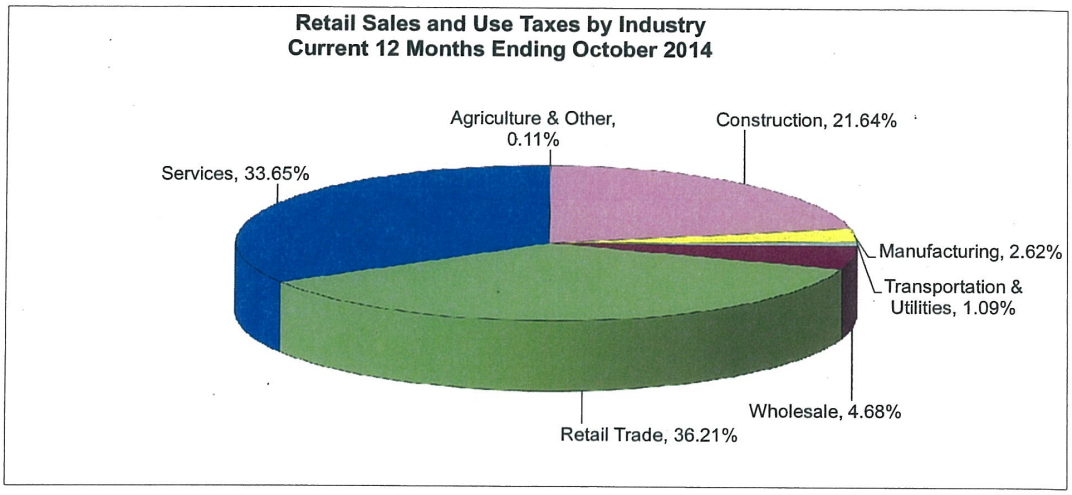
SALES TAX RECEIPTS BY BUSINESS TYPE

October 2014

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	260.63	1.03	261.66	0.2%
CONSTRUCTION	37,033.04	595.58	37,628.62	24.3%
MANUFACTURING	2,481.30	16.83	2,498.13	1.6%
TRANSPORTATION & UTILITIES	909.42	1,905.42	2,814.84	1.8%
WHOLESALE	6,917.54	88.24	7,005.78	4.5%
RETAIL TRADE	54,189.71	170.02	54,359.73	35.1%
SERVICES	37,699.66	942.85	38,642.51	24.9%
INFORMATION	7,394.50	66.40	7,460.91	4.8%
PUBLIC SERVICES	5.14	4,279.86	4,285.00	2.8%
	146,890.94	8,066.24	154,957.18	100.0%

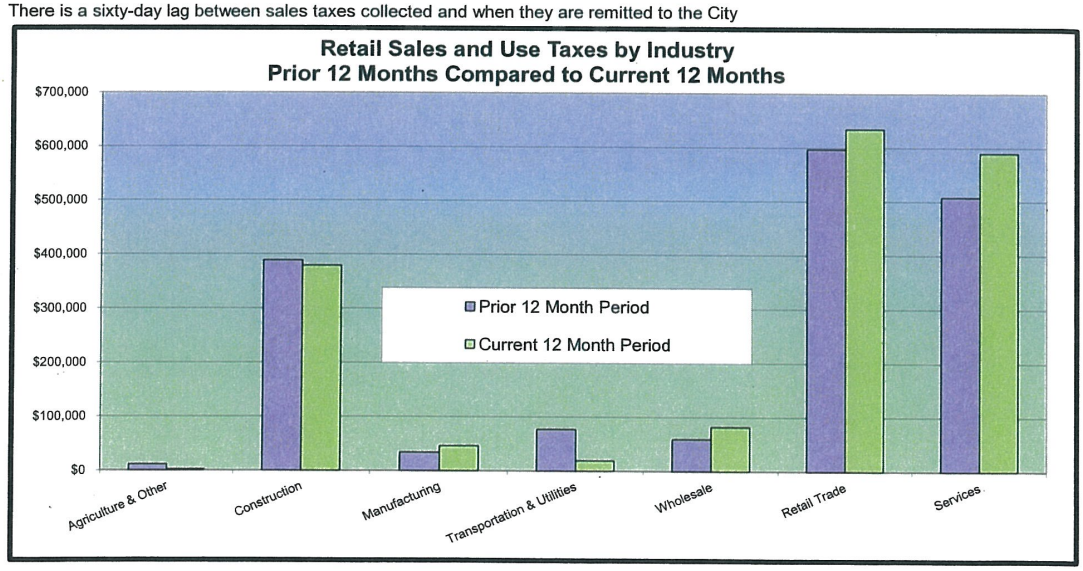
City of Kenmore, Washington
Retail Sales and Use Tax Distribution
October 31, 2014

Industry	Prior 12 Months ending October 2013	Current 12 Months ending October 2014		% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	$11,429	$2,000		-82.50%	0.11%
Construction	388,401	379,009	*	-2.42%	21.64%
Manufacturing (Printing, Publishing, Other Manuf.)	34,070	45,903		34.73%	2.62%
Transp/Comm/Utilities (Telecomm., Air Transport.)	76,766	19,125		-75.09%	1.09%
Wholesale (Lumber, Other Wholesale)	59,405	81,888		37.85%	4.68%
Retail Trade (Eating, Merchandise, Food Stores)	596,817	634,177		6.26%	36.21%
Services (Auction, Recreation, Auto Repair, Financial)	507,913	589,440		16.05%	33.65%
Totals	$1,674,801	$1,751,541		4.58%	100%
Increase/(Decrease)		$76,740		4.58%	



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

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



I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxSalesTaxDist

City of Kenmore, Washington
Real Estate Excise Tax Report
October 31, 2014

Real Estate Excise Taxes (REET)
2011 - 2014 Monthly Receipts

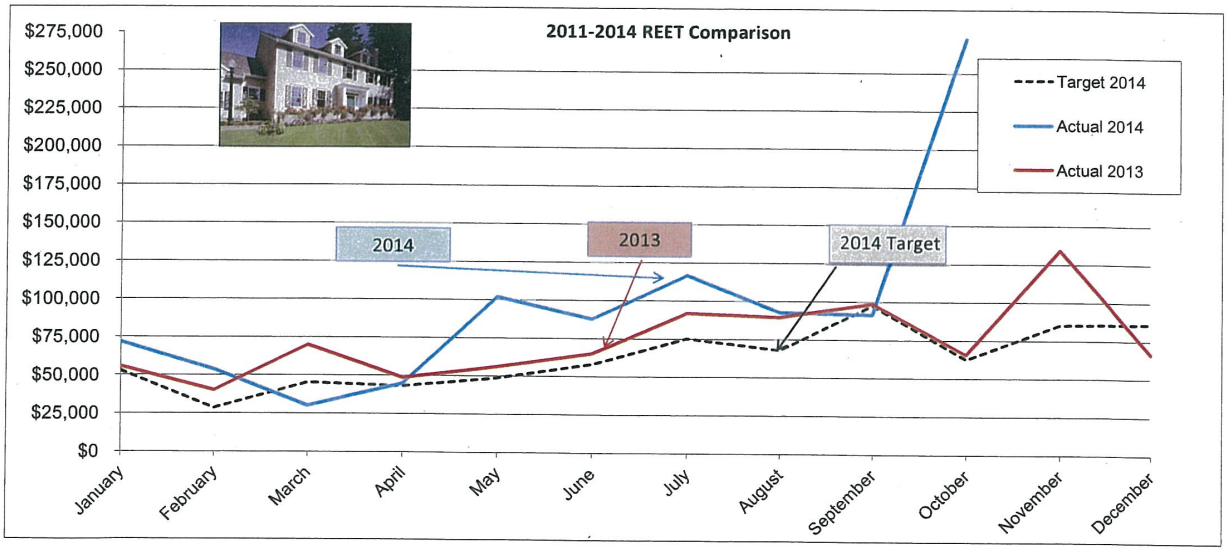
	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Target 2014
January	48,679	54,359	55,801	72,106	52,921
February	27,294	18,064	40,281	54,038	28,533
March	36,507	29,691	69,946	30,426	45,360
April	50,463	30,662	48,671	45,118	43,245
May	37,671	52,575	56,178	102,257	48,785
June	48,938	60,408	64,938	88,070	58,067
July	53,012	81,316	91,779	116,858	75,333
August	57,471	56,626	89,496	92,932	67,832
September	111,107	82,785	98,573	91,812	97,442
October	61,805	60,265	65,596	272,842	62,525
November	33,475	88,057	134,286		85,232
December	39,510	152,262	66,342		85,997
	$605,931	$767,070	$881,886		$751,629

For 2014, REET is $285,201 more than the same period last year and more than the 2014 target by $386,417

* NOTE THE 2014 target is computed on a 3 year average (2011-2013) of actual receipts

Real Estate Excise Taxes (REET)
2011 - 2014 Property Sales > $500,000
(The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue)

	Taxes from > $500,000 Sale Amounts							
	2011	2012	2013	2014	2011	2012	2013	2014
January	1,046,085	5,515,283	3,380,165	4,699,850	5,178	27,301	16,732	23,264
February	547,257	1,152,000	3,417,500	3,930,920	2,709	5,702	16,917	19,458
March	1,100,000	750,000	3,514,000	2,175,430	5,445	3,713	17,394	10,768
April	1,075,000	870,000	1,570,450	4,266,725	5,321	4,307	7,774	21,120
May	2,372,000	2,796,250	3,634,210	12,347,730	11,741	13,841	17,989	61,121
June	2,605,000	1,215,000	2,761,500	7,353,999	12,895	6,014	13,669	36,402
July	3,354,950	4,196,500	8,478,706	15,071,601	16,607	20,773	41,970	74,604
August	3,045,950	1,756,200	6,131,455	5,882,306	15,077	8,693	30,351	29,117
September	15,691,044	4,859,500	10,911,500	8,437,700	77,671	24,055	54,012	41,767
October	7,873,950	3,087,500	5,568,400	44,456,605	38,976	15,283	27,564	220,060
November	875,000	8,334,960	18,620,230		4,331	41,258	92,170	0
December	2,189,000	23,033,200	4,606,450		10,836	114,014	22,802	0
	$41,775,236	$57,566,393	$72,594,566	$108,622,866	206,787	284,954	359,344	537,681



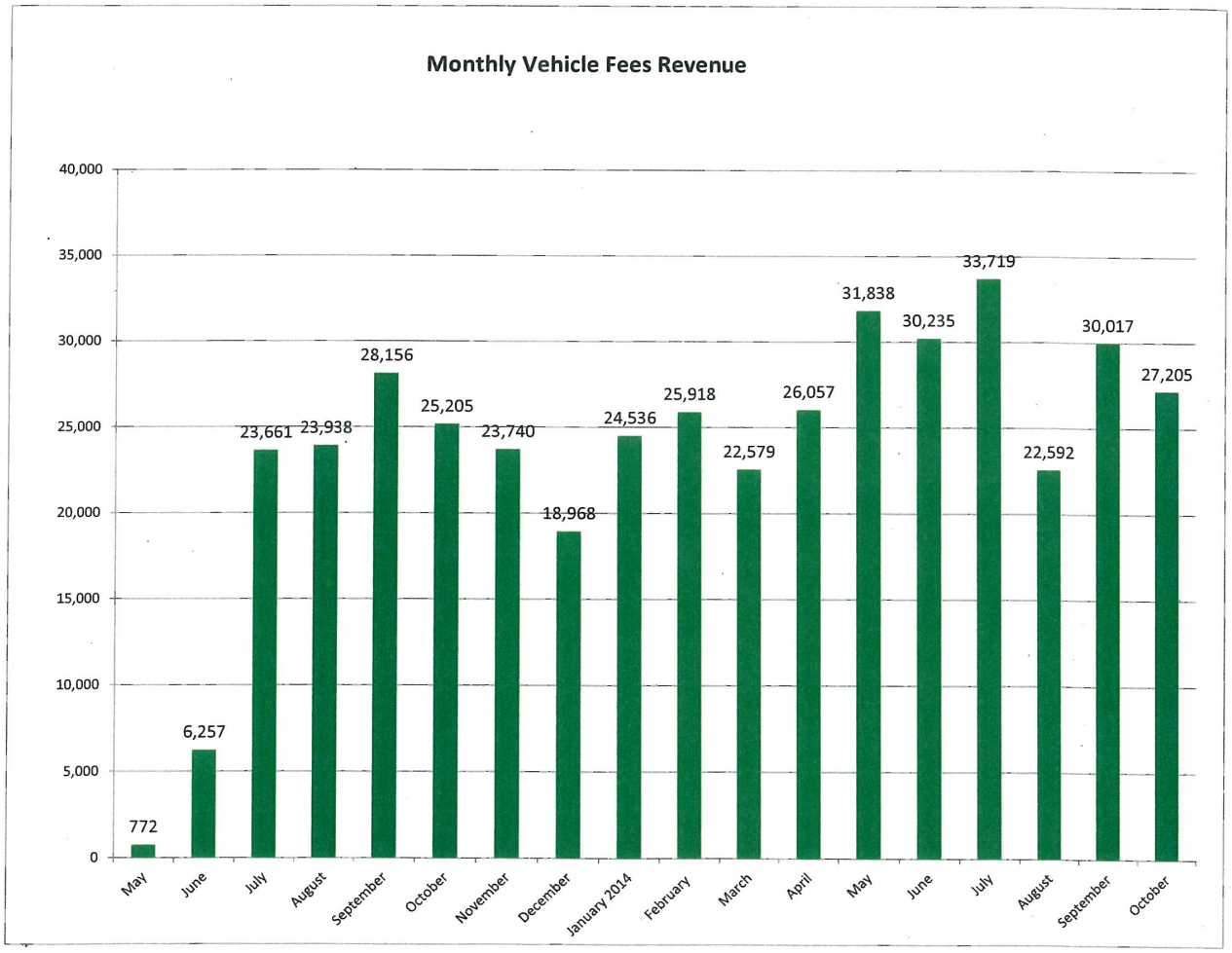
City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
October 31, 2014

Revenues	October 2014	Biennium-to-Date	Biennium Budget
Lease Income (USPS & Kenmore Village)	0	50,750	102,100
Return of Security Deposit	0	0	0
Other Rent Income	0	15,100	15,000
Landlord Expense (CAM*) Reimbursement	0	0	0
Investment Interest	0	933	4,500
Sale of Property	0	4,555,922	4,440,000
Leasehold Excise Returned	545	5,365	14,900
Total Revenues	545	4,628,070	4,576,500
Expenditures			
6700 Building Improvements	0	0	11,000
Downtown Plan Services	5,897	256,211	228,168
Property Management	0	3,263	43,200
Utilities and Insurance - Kenmore Village	0	44,965	6,600
Repairs, Maintenance, Other Services	0	39,497	34,918
Transfers to Other Funds	0	776,800	926,800
Total Expenditures	5,897	1,120,736	1,250,686
Net Income (Loss)	-5,352	3,507,335	3,325,814

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

Kenmore Transportation Benefit District
Monthly Report
October 31, 2014

Revenues	**October 2014**	**Biennium-to-Date**	**Biennium Budget**
Vehicle Fees			
Total Revenues	$ 27,205	$425,393	$535,000
Expenditures			
WCIA Insurance	0	7,500	10,000
Reimbursement to Street Fund	0	458,000	525,000
Total Expenditures	0	465,500	535,000
Net Income (Loss)		-$40,107	$0



I:\Admin & Finance\Monthly Reports\2014\Oct.xlsxTBD

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Kimberly Place Final Plat – Resolution No. 14-251	**For Council Meeting Agenda of:** December 15, 2014 **Department:** Development Services **Prepared by:** Andrew Bauer, Associate Planner Initial & Date **Approved by Department Head:** BA 12/1/14 **Approved by City Attorney:** N/A. **Approved by Finance Director:** **Approved by City Manager:** RJK
Proposed Council Action/Motion: Adopt Resolution No. 14-251 Granting Final Plat Approval for Kimberly Place	**Exhibits/Attachments:** 1. Vicinity Map 2. Resolution 14-251 3. Kimberly Place Final Plat Map

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

INFORMATION/BACKGROUND:
The Kimberly Place final plat is ready to record. The Hearing Examiner granted conditional preliminary plat approval of the plat on February 29, 2008. Conditions of preliminary plat approval have been satisfied and required financial guarantees have been submitted. To obtain final plat approval the Council needs to pass a resolution approving the final plat. The final plat then needs to be signed by the City prior to being recorded with King County.

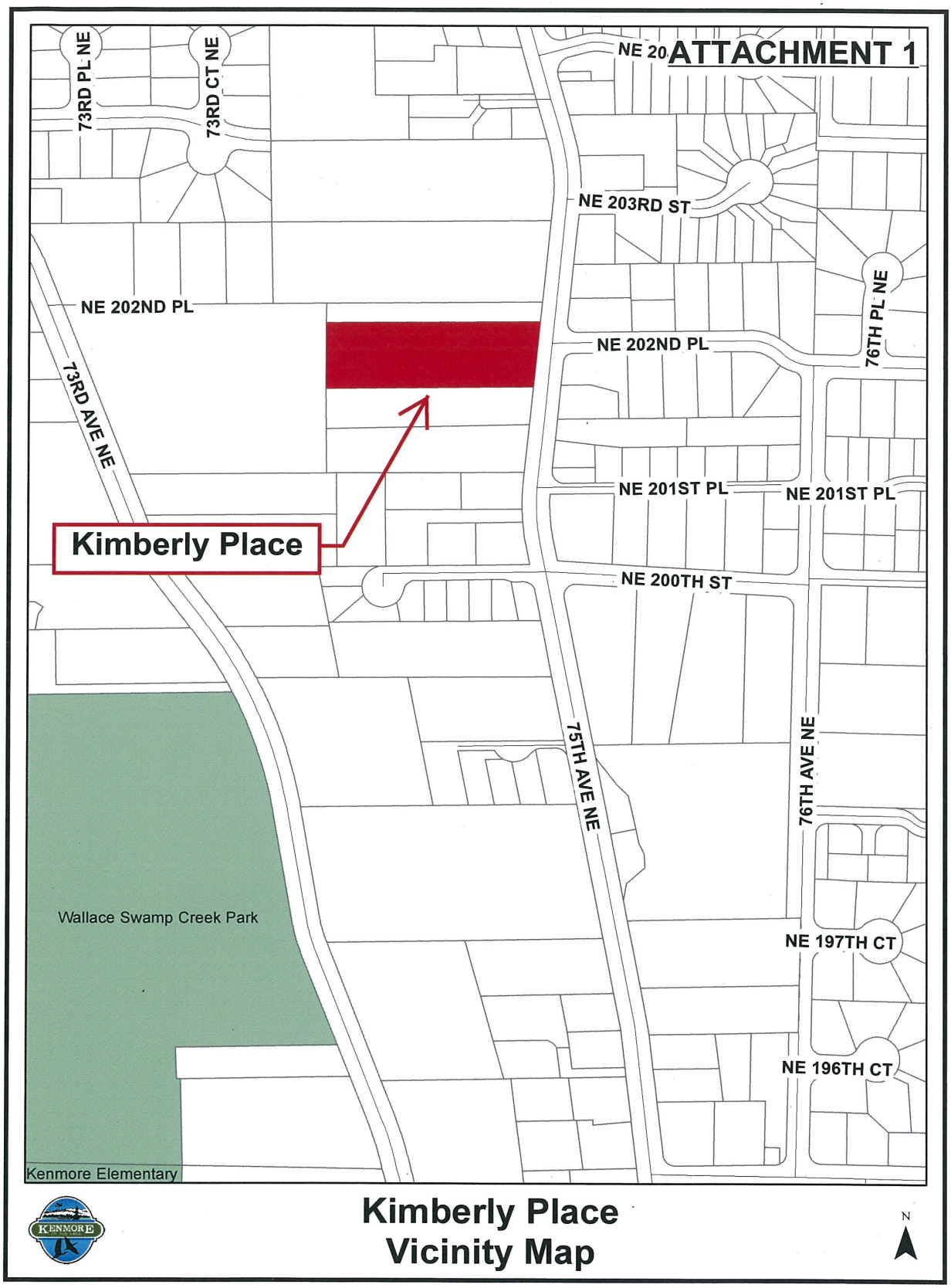
The plat of Kimberly Place is a 9-lot single-family residential development on a 1.53 acre site zoned R-6 (residential 6 dwelling units per acre). All of the lots will access from the new public road serving the plat. The new road connects from 75th Avenue NE and terminates with a cul-de-sac turnaround.

The new road, right-of-way improvements, and stormwater facility will be dedicated to the City and maintenance responsibilities will be taken over by the City after a two-year maintenance period is completed by the applicant. Tract A contains a stormwater detention vault, Tract B contains a recreation space, and Tract C is for protection of a wetland buffer for an off-site wetland to the west. All of the tracts will be owned by the property owners within the plat. An easement will be granted to the City on Tract A for maintenance of the stormwater facility.

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

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

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
To provide clear, accurate, and predictable permitting services in a timely and efficient manner.


ATTACHMENT 1
NE 20
73RD PL NE
73RD CT NE
NE 203RD ST
76TH PL NE
NE 202ND PL
NE 202ND PL
73RD AVE NE
Kimberly Place
NE 201ST PL
NE 201ST PL
NE 200TH ST
75TH AVE NE
76TH AVE NE
Wallace Swamp Creek Park
NE 197TH CT
NE 196TH CT
Kenmore Elementary
KENMORE
Kimberly Place
Vicinity Map
N

ATTACHMENT 2

CITY OF KENMORE
WASHINGTON

RESOLUTION NO. 14-251

A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, GRANTING FINAL APPROVAL FOR THE KIMBERLY PLACE PLAT (File FLP2005-132)

WHEREAS, the City Council desires to grant final plat approval for the Kimberly Place Plat;

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 15TH DAY OF DECEMBER 2014.

CITY OF KENMORE

_____
David Baker, Mayor

ATTEST/AUTHENTICATED:

_____
Patty Safrin, City Clerk

Approved as to form:

_____
Rod Kaseguma, City Attorney

VOLUME / PAGE(S)

KIMBERLY PLACE

PORTION OF NE 1/4, NW 1/4, SEC. 1, TWP. 26 N., RGE. 4 E., W.M.
CITY OF KENMORE, KING COUNTY, WASHINGTON

ATTACHMENT 3
EXHIBIT A RESOLUTION 14-251

DEDICATION

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

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

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

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

KIMBERLY LANE L.L.C.,
A WASHINGTON LIMITED LIABILITY COMPANY

BY: JEFFREY E. HAMILTON

ITS: C.F.O.

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF KING } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JEFFREY E. HAMILTON SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AS THE C.F.O. OF KIMBERLY 9, LLC., AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT OF SUCH C.F.O. FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED NOVEMBER 24, 2014
SIGNATURE OF Karin Miller
NOTARY PUBLIC SEATTLE, WA
PRINTED NAME OF NOTARY PUBLIC KARIN MILLER
TITLE NOTARY PUBLIC
MY APPOINTMENT EXPIRES AUG 23, 2017

Notary Public
State of Washington
KARIN MILLER
My Appointment Expires Aug 23, 2017

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF AXIS SURVEYING AND MAPPING

THIS ____ DAY OF _____, 20 ___,

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

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF LOT 6, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26, OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6;
THENCE SOUTH 5°59'30" WEST 44.24 FEET ALONG THE WESTERLY MARGIN OF WATKINS ROAD;
THENCE WEST 184.76 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 5°59'30" WEST 145.80 FEET;
THENCE WEST 266.05 FEET TO A POINT ON THE WEST LINE OF SAID LOT DISTANT SOUTH 189.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 6;
THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 145 FEET;
THENCE EAST TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 6, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26, OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY MARGIN OF WATKINS ROAD DISTANT SOUTH 5°59'30" WEST 44.24 FEET FROM THE NORTHEAST CORNER OF SAID LOT;
THENCE WEST 184.76 FEET;
THENCE SOUTH 5°59'30" WEST 145.80 FEET;
THENCE EAST 184.76 FEET;
THENCE NORTH 5°59'30" EAST 145.80 FEET TO THE POINT OF BEGINNING.

TITLE REPORT NOTES

THIS PROPERTY SUBJECT TO RESERVATIONS AND EXCEPTIONS IN UNITED STATES PATENTS OR IN EASEMENTS AND LEGAL DESCRIPTION ARE BASED ON THE SUBDIVISION GUARANTEE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 0015939–06, DATED MAY 23, 2014 AT 8:00 A.M. AND SUPPLEMENT NO. 1 DATED OCTOBER 3, 2014, AT 8:00 A.M.

1. THIS PROPERTY SUBJECT TO RESERVATIONS AND EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
2. THIS PROPERTY SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE LAW, AS SET FORTH ON ALDERWOOD MANOR NO. 14.
3. THIS PROPERTY SUBJECT TO TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NO. 9207300895.
9. THIS PROPERTY SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT REGARDING SEWER LINES WITH NECESSARY APPURTENANCES PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20140617000566.
10. THIS PROPERTY SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT REGARDING WATER LINES WITH NECESSARY APPURTENANCES PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20140617000574.
11. THIS PROPERTY SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT REGARDING UTILITY SYSTEMS FOR GAS AND ELECTRICITY PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20140619000981.

PLAT NOTES

1. TRAFFIC AND PARK IMPACT FEES SHALL BE ASSESSED AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR ALL LOTS WITHIN THIS PLAT. CREDIT WILL BE GIVEN TO LOT 1 FOR THE EXISTING HOUSE.
2. SCHOOL FEES: SCHOOL IMPACT FEES DUE FOR THE FINAL PLAT SHALL BE ASSESSED AND COLLECTED BY THE NORTHSHORE SCHOOL DISTRICT AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, USING THE FEE SCHEDULES IN EFFECT WHEN THE BUILDING PERMIT IS SUBMITTED TO THE CITY OF KENMORE.
3. RESIDENTIAL DRIVEWAYS: NEW DRIVEWAYS SHALL CONFORM TO THE REQUIREMENTS OUTLINED IN KCRS 3.01, KMC 12.50.080, KMC 18.30.030.B.8 AND KMC 18.30.200. VERIFICATION OF THESE STANDARDS WILL BE COMPLETED AT TIME OF BUILDING PERMIT APPLICATION.
4. THE LOTS WITHIN THE PLAT ARE SUBJECT TO AN APPROVED TREE PROTECTION PLAN ON FILE WITH THE CITY OF KENMORE UNDER FILE ENG2014–0075. ANY DEVIATION FROM THIS PLAN SHALL BE APPROVED BY THE CITY OF KENMORE. LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TREES LOCATED ON INDIVIDUAL LOTS.
5. ALL LOTS WITHIN THIS PLAT SHALL MEET THE MINIMUM DIMENSIONAL REQUIREMENTS OF THE ZONE IN WHICH THE PLAT IS LOCATED. PROPERTY LINE SETBACKS, BUILDING HEIGHT, OFF STREET PARKING PROVISIONS, AND MAXIMUM IMPERVIOUS SURFACE LIMITS SHALL BE VERIFIED AT THE TIME OF BUILDING PERMIT APPLICATIONS.
6. STREET TREES SHALL BE OWNED AND MAINTAINED BY THE ABUTTING LOT OWNERS UNLESS CITY OF KENMORE OR ITS SUCCESSOR AGENCY HAS ADOPTED A MAINTENANCE PROGRAM.
7. ROOF DOWNSPOUTS AND INDIVIDUAL LOT DRAINAGE FOR ALL LOTS SHALL GENERALLY COMPLY WITH THE APPROVED DRAINAGE PLAN ON FILE WITH THE CITY OF KENMORE.
8. THE MAINTENANCE OF ANY STORM DRAINAGE FACILITIES NOT OTHERWISE DEDICATED, SHALL BE THE RESPONSIBILITY OF THE KIMBERLY PLACE HOMEOWNER'S ASSOCIATION
9. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO EXIST FOR ANY REASON, ALL TRACTS AND RESPONSIBILITIES DEDICATED TO THE HOMEOWNERS ASSOCIATION SHALL BE INTERPRETED TO BE SHARED EQUALLY AMONGST ALL PROPERTY OWNERS WITHIN THE PLAT UNLESS OTHERWISE LEGALLY REASSIGNED BY ADDITIONAL DOCUMENTATION RECORDED WITH THE KING COUNTY RECORDER'S OFFICE.
10. THIS PLAT SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED UNDER RECORDING NUMBER _____

APPROVALS

CITY OF KENMORE

EXAMINED AND APPROVED THIS ___ DAY OF _____, 20 ___,

DEVELOPMENT SERVICES DIRECTOR, CITY OF KENMORE

EXAMINED AND APPROVED THIS ___ DAY OF _____, 20 ___,

CITY MANAGER, CITY OF KENMORE

EXAMINED AND APPROVED THIS ___ DAY OF _____, 20 ___,

CITY CLERK, CITY OF KENMORE

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS ___ DAY OF _____, 20 ___,

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER: _____

FINANCE DIVISION CERTIFICATE

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

THIS ____ DAY OF _____, 20 ___,

MANAGER FINANCE DIVISION

DEPUTY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF KIMBERLY PLACE IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

ZANE L. NALL, PLS

11/21/2014
DATE

AXIS SURVEYING AND MAPPING
13005 NE 126TH PL
KIRKLAND, WA 98034
(425)823–5700

CERTIFICATE NUMBER: 40094

STATE OF WASHINGTON · ZANE L. NALL · 40094 · REGISTERED PROFESSIONAL LAND SURVEYOR

CITY OF KENMORE FILE NUMBER: FLP2005-132

Axis Survey & Mapping
www.axismap.com
13005 NE 126th Pl.
KIRKLAND, WA 98034
TEL. 425.823-5700
FAX 425.823-6700

JOB NO.	DATE	SCALE
14-086	11/20/14	N/A
DRAWN BY	CHECKED BY	SHEET
JM/ERM	ZLN	1 OF 3

VOLUME / PAGE(S)

KIMBERLY PLACE

PORTION OF NE 1/4, NW 1/4, SEC. 1, TWP. 26 N., RGE. 4 E., W.M.
CITY OF KENMORE, KING COUNTY, WASHINGTON

EASEMENT NOTES

A PUBLIC EASEMENT IS HEREBY GRANTED TO THE NORTHSHORE UTILITY DISTRICT, PUGET SOUND ENERGY, QWEST AND COMCAST AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND PARCELS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH THE NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON SAID LOTS, TRACTS AND PARCELS AT ALL TIME FOR THE PURPOSES HEREIN STATED.

THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT ACROSS LOTS 2 AND 3 IS FOR THE BENEFIT OF LOTS 1, 2 AND 3 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1, 2 AND 3 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT ACROSS LOT 5 AND 6 IS FOR THE BENEFIT OF LOTS 4, 5 AND 6 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 4 AND 5 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT ACROSS LOT 7 AND 8 IS FOR THE BENEFIT OF LOTS 7, 8 AND 9 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF LOTS 7, 8 AND 9 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS) IS HEREBY GRANTED TO THE CITY OF KENMORE, OR ITS SUCCESSORS, OVER ALL TRACTS WITHIN THE DEVELOPMENT FOR THE PURPOSES OF INSPECTING SURFACE RUNOFF CONDITIONS, VEGETATION AND HABITAT CONDITIONS, AND THE CONDITIONS OF ALL IMPROVEMENTS INSTALLED WITHIN THE TRACT.

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF KENMORE OVER THE PUBLIC DRAINAGE FACILITIES LOCATED WITHIN TRACT A. THE CITY OF KENMORE MAINTAINS ONLY THE DRAINAGE FACILITIES FORMALLY ACCEPTED FOR MAINTENANCE. THE SURFACE IMPROVEMENTS LOCATED WITHIN TRACT A AND B ARE THE RESPONSIBILITY OF THE KIMBERLY PLACE HOMEOWNER'S ASSOCIATION.

TRACT NOTES

TRACTS A, B, & C ARE CONSIDERED "TRACTS". A "TRACT" IS LAND RESERVED FOR SPECIFIC USES INCLUDING, BUT NOT LIMITED TO RESERVE TRACTS, RECREATION, OPEN SPACE, SENSITIVE AREAS, SURFACE WATER RETENTION, UTILITY FACILITIES AND ACCESS. TRACTS ARE NOT CONSIDERED LOTS OR BUILDING SITES FOR PURPOSES OF RESIDENTIAL DWELLING CONSTRUCTION.

TRACT "A" IS A DETENTION TRACT FOR STORM WATER RUNOFF. THE OWNERSHIP, MAINTENANCE, AND PROTECTION OF TRACT B ARE ASSIGNED TO THE INCORPORATED HOMEOWNER'S ASSOCIATION. UPON RECORDING, TRACT B IS DEDICATED TO THE KIMBERLY PLACE HOMEOWNER'S ASSOCIATION.

TRACT "B" IS A OPEN SPACE TRACT. THE OWNERSHIP, MAINTENANCE, AND PROTECTION OF TRACT B ARE ASSIGNED TO THE INCORPORATED HOMEOWNER'S ASSOCIATION. UPON RECORDING, TRACT B IS DEDICATED TO THE KIMBERLY PLACE HOMEOWNER'S ASSOCIATION.

TRACT "C" IS AN NATIVE GROWTH PROTECTION AREA (NGPA) TRACT AND SUBJECT TO THE CRITICAL AREA STANDARDS IN KMC 18.55. THE OWNERSHIP, MAINTENANCE, AND PROTECTION OF TRACT A ARE ASSIGNED TO THE INCORPORATED HOMEOWNER'S ASSOCIATION. UPON RECORDING, TRACT A IS DEDICATED TO THE KIMBERLY PLACE HOMEOWNER'S ASSOCIATION.

REFERENCES

(R1) PLAT OF ALDERWOOD MANOR NO. 14, RECORDED IN VOLUME 26, OF PLATS, PAGE 4.

(R2) PLAT OF THE ARBORS AT WALLACE CREEK REC. NO. 20140915000535.

(R3) PLAT OF ARBOR GREEN REC. NO. 19991215001586.

(R4) PLAT OF ASPEN GROVE ESTATES REC. NO. 20020410003259.

(R5) CITY OF KENMORE BOUNDARY LINE ADJUSTMENT BLA2011-097 REC. NO. 20111116900007.

(R6) KENWOOD COURT SHORT PLAT NO. FSP 2004-102 REC. NO. 20061205900001.

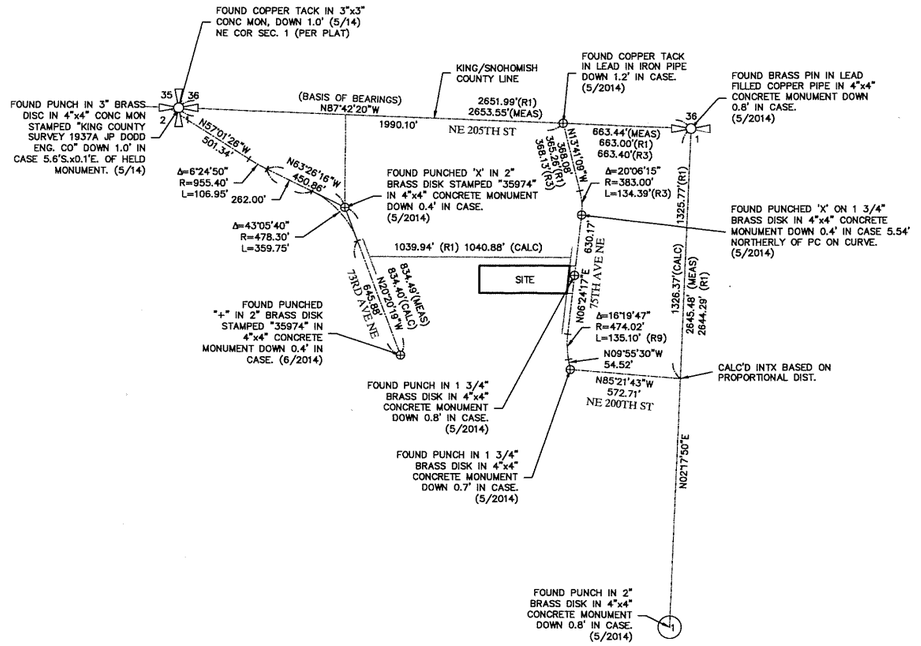
(R7) CITY OF KENMORE BOUNDARY LINE ADJUSTMENT BLA2004-106 REC. NO. 20070919900004.

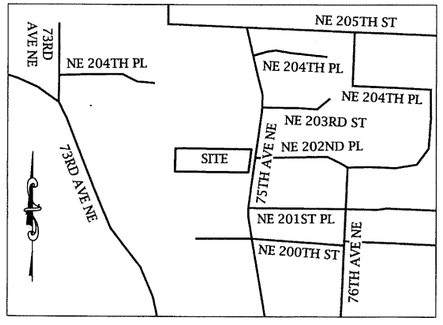
(R8) PLAT OF MCKENZIE PLACE REC. NO. 20081028000914.

(R9) HART PLAT REC. NO. 20030314001373.

SURVEYORS NARRATIVE

EXISTING STREET MONUMENTATION WAS HELD ALONG 75TH AVENUE NORTHEAST PER ARBOR GREEN (R3), ASPEN GROVE (R4) AND BLA 2011-097 (R5) AS WELL AS ALONG 73RD AVENUE NORTHEAST TO ESTABLISH ROAD RIGHT OF WAYS.





VICINITY MAP
N.T.S.

STATE OF WASHINGTON · JOHN M. RIGGS · 36004 · REGISTERED PROFESSIONAL LAND SURVEYOR

CITY OF KENMORE FILE NUMBER: FLP2005-132

Axis Survey & Mapping
www.axismap.com
13005 NE 126th PL
KIRKLAND, WA 98034
TEL. 425.823-5700
FAX 425.823-6700

JOB NO.	DATE	SCALE
14-086	11/20/14	N/A
DRAWN BY	CHECKED BY	SHEET
JM/ERM	ZLN	2 OF 3

VOLUME / PAGE(S)

KIMBERLY PLACE

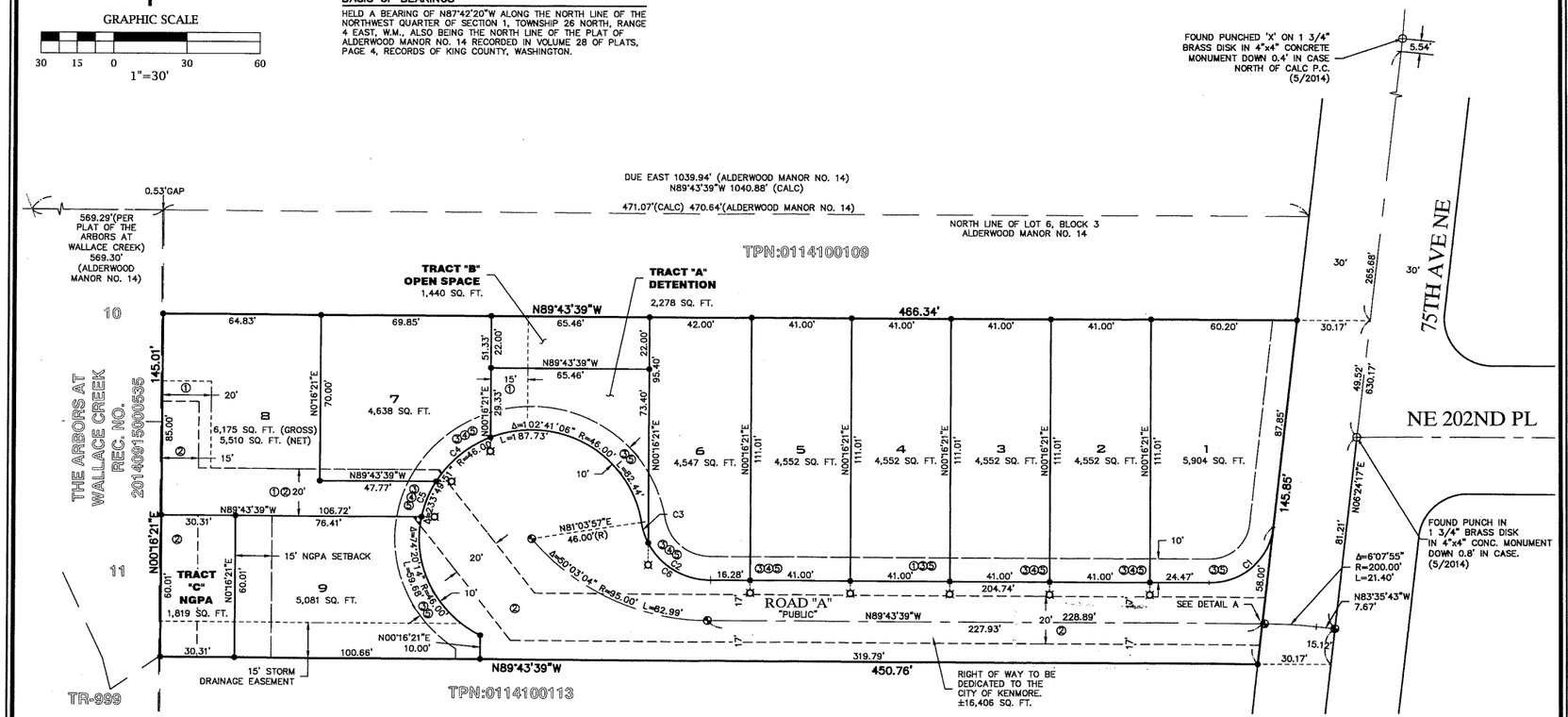
PORTION OF NE 1/4, NW 1/4, SEC. 1, TWP. 26 N., RGE. 4 E., W.M.
CITY OF KENMORE, KING COUNTY, WASHINGTON

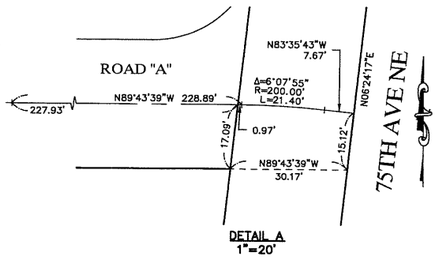
Axis

GRAPHIC SCALE
30 15 0 30 60
1"=30'

BASIS OF BEARINGS

HELD A BEARING OF N87°42'20"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., ALSO BEING THE NORTH LINE OF THE PLAT OF ALDERWOOD MANOR NO. 14 RECORDED IN VOLUME 28 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.





DETAIL A
1"=20'

EASEMENT LEGEND

① WATER EASEMENT REC. NO. 20140617000574
② SANITARY SEWER EASEMENT REC. NO. 20140617000566
③ 10' UTILITY EASEMENT
④ 10' PRIVATE STORM DRAINAGE EASEMENT
⑤ 10' PSE EASEMENT REC. NO. 20140619000981

EQUIPMENT NOTES

PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA SYSTEM 1200 EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC 1201 TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WACS 332-130-080/090.

LEGEND

● SET 1/2" X 24" REBAR AND CAP, LS #40094
⊕ FOUND MONUMENT AS NOTED
⊛ MONUMENT TO BE SET "KC STANDARD"

CURVE TABLE			
CURVE	DELTA ANGLE	RADIUS	LENGTH
C1	Δ = 83°52'04"	26.50'	38.79'
C2	Δ = 62°30'16"	29.00'	31.64'
C3	Δ = 18°17'36"	29.00'	9.26'
C4	Δ = 36°38'24"	46.00'	29.42'
C5	Δ = 20°10'07"	46.00'	16.19'
C6	Δ = 80°47'52"	29.00'	40.90'

CURB PLUG TABLE	
LOT(S)	O/S DIST.
1/2	5.30'
2/3	5.31'
3/4	5.30'
4/5	5.30'
5/6	5.29'
6/TR-A	9.30'
TR-A/7	5.90'
7/8	6.30'
8/9	5.30'

STATE OF WASHINGTON 40094 REGISTERED PROFESSIONAL LAND SURVEYOR

CITY OF KENMORE FILE NUMBER: FLP2005-132

Axis Survey & Mapping
www.axismap.com
13005 NE 126th Pl.
KIRKLAND, WA 98034
TEL 425.823-5700
FAX 425.823-6700

JOB NO.	DATE	SCALE
14-086	11/20/14	1" = 30'
DRAWN BY	CHECKED BY	SHEET
JM/ERM	ZLN	3 OF 3

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Authorize the City Manager to execute Amendment #4 to Contract No. 09-C780 with Alcalde and Fay for Federal government relations services	For Council Meeting Agenda of: 15 December 2014 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: NKO 4 Dec 2014 Approved by City Attorney: Approved by Finance Director: 12/4/14 Approved by City Manager:
Proposed Council Action/Motion: Authorize the City Manager to execute Amendment #4 to Contract No. 09-C780 with Alcalde and Fay for Federal government relations services to: Extend the contract term through December 31, 2016 at the current contract compensation amount	Exhibits/Attachments: 1. Agenda Bill from December 2, 2013 Council meeting

Expenditure Required $122,400 for 2015-2016 **Amount Budgeted** $124,317 in 2015-2016 Recommended Budget **Appropriation Required** $0

INFORMATION/BACKGROUND:
The proposed amendment extends the current contract with Alcalde and Fay through December 31, 2016 at the same rate of $5000 per month plus expenses not to exceed $1200 for the each twelve month period. This firm represents the City of Kenmore in working with the Congressional Delegation and federal agencies on issues identified in the City's Federal Legislative Agenda, including transportation project funding, US Army Corps of Engineers maintenance dredging of the Kenmore Navigation Channel and Kenmore Air service disruptions related to security measures for visits by Federal dignitaries. The firm also provides leads on federal grant funding opportunities, as well as assistance in preparing grant proposals.

FISCAL CONSIDERATION:
Establishing and maintaining contact with Members of Congress and key federal agency officials is effective in gaining support for projects. Federal funds have been appropriated for transportation improvements in Kenmore, and the US Army Corps of Engineers included funds in 2014 to conduct sediment characterization in the Kenmore Navigation Channel, which is required prior to maintenance dredging.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
- Seek funding for Transportation and Kenmore Navigation Channel sediment depth maintenance
- Continue to implement the Economic Development Plan, including improving public access and connection to the Waterfront

ATTACHMENT
1

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: **Amendment #3 to Contract No. 09-C780 with Alcalde and Fay for Federal government relations services**	**For Council Meeting Agenda of: 9 December 2013** **Department: Executive** **Prepared by: Nancy Ousley** **Initial & Date** **Approved by Department Head:** NKO 18 NOV 2013 **Approved by City Attorney:** **Approved by Finance Director:** 11/18/13 **Approved by City Manager:**
Proposed Council Action/Motion: **Approve Amendment #3 to Contract No. 09-C780 with Alcalde and Fay**	**Exhibits/Attachments:** 1. Proposed Amendment #3 2. November 26, 2012 Agenda Bill for Amendment #2 to Contract No. 09-C780

Expenditure Required $61,200 **Amount Budgeted** $198,940 for General Consulting 2013-2014 **Appropriation Required** $0

INFORMATION/BACKGROUND:
The proposed amendment extends the current contract through December 31, 2014 at the same rate of $5000 per month plus expenses not to exceed $1200 for the twelve month period. This firm represents the City of Kenmore in working with the Congressional Delegation and federal agencies on issues including transportation project funding, US Army Corps of Engineers maintenance dredging of the Kenmore Navigation Channel and Kenmore Air service disruptions related to security measures for visits by Federal dignitaries.

FISCAL CONSIDERATION:
Establishing and maintaining contact with Members of Congress and key federal agency officials is effective in gaining support for projects. Federal funds have been appropriated for transportation improvements, such as improvements to 61st Avenue NE intersections in the past several years.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
- **Seek Transportation funding**
- **Advance the public's access and connection to the Waterfront**
- **Continue to implement the Economic Development Plan**

ATTACHMENT
1

Contract No. 09-C780
Amendment No. 3

The following section of the federal government relations services contract dated March 10, 2009 and amended in November 2011 and November 2012, between the City of Kenmore and Alcalde & Fay is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment.

The City shall pay the Consultant: An annual sum not to exceed $61,200, based on a $5000 monthly retainer, and monthly expenses not to exceed $1200 for the 12 month period.

_x___ A sum not to exceed $351,900

Section 3. Duration of Agreement. The Agreement shall be in full force and effect for a period commending on March 15, 2009 and ending on December 31, 2014, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

_____

_____

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

ATTACHMENT
2

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: **Amendment #2 to Contract No. 09-C780 with Alcalde & Fay for federal government relations services**	**For Council Meeting Agenda of: 26 November 2012** **Department: Executive** **Prepared by: Nancy Ousley** **Initial & Date** **Approved by Department Head:** NKO 15 NOV 2012 **Approved by City Attorney:** **Approved by Finance Director:** **Approved by City Manager:**
Proposed Council Action/Motion: **Authorize the City Manager to execute Amendment #2 to Contract No. 09-C780 with Alcalde & Fay for federal government relations services**	**Exhibits/Attachments:** 1) Proposed Amendment #2 2) November 28, 2011 Agenda Package 3) 2013 Federal Legislative Agenda

Expenditure Required $61,200 per year maximum **Amount Budgeted** $ **Appropriation Required** $0

INFORMATION/BACKGROUND:
The proposed contract amendment extends the term of the contract with Alcalde & Fay through December 31, 2013 at the present rate of $5000 per month retainer and a maximum of $1200 per year for related expenses, for a maximum of $61,200 per year. Amendment #1 to this contract, approved in 2011, extended the contract through December 31, 2012.

The City has worked with Alcalde & Fay since 2009, and the work has focused on SR 522 funding and including maintenance dredging for the Kenmore Navigation Channel in the US Army Corps of Engineers budget and work program. The firm has also assisted the City and Kenmore Air in discussions with Congressional offices and Executive agencies regarding service disruptions to Kenmore Air when air space is restricted for security reasons. The Federal Legislative Agenda approved by the Council in October 2012 continues the focus on these efforts and adds emphasis on securing grant funds for economic development and other initiatives.

FISCAL CONSIDERATION:
Funds are identified for this purpose in the Preliminary 2013-2014 Budget.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Seek funds to move forward with the SR 522 project; implement the Economic Development Strategy; pursue downtown development.

ATTACHMENT
1

Contract No. 09-C780
Amendment No. 2

The following section of the federal government relations services contract dated March 10, 2009 and amended in November 2011, between the City of Kenmore and Alcalde & Fay is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment.

The City shall pay the Consultant: An annual sum not to exceed $61,200, based on a $5000 monthly retainer, and monthly expenses not to exceed $1200 for the 12 month period.

_x___ A sum not to exceed $290,700

Section 3. Duration of Agreement. The Agreement shall be in full force and effect for a period commending on March 15, 2009 and ending on December 31, 2013, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

_____

_____

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

ATTACHMENT
2

CITY OF KENMORE, WASHINGTON

AGENDA BILL SUMMARY

AGENDA TITLE	MEETING DATE
Motion to Authorize the City Manager to execute Amendment No. 1 to Contract No.09-C780 with Alcalde and Fay, extending the contract duration date to December 31, 2012 and amending the contract amount to an amount not to exceed $229,500.	November 28, 2011

DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Frederick Stouder	425-398-8900

COST OF PROPOSAL: $122,400 for 2011-2012	**ACCOUNT NUMBER:** 01.13.5401
AMOUNT BUDGETED: $160,000 for Government Relations 2011-2012 Budget General Consulting/City Manager Cost Center	**NAME AND FUND #:** General Fund

ATTACHMENT(S) TO AGENDA PACKET ITEM:
Proposed Amendment No. 1 and Contract No. 09-C780

SUMMARY STATEMENT:
This contract amendment extends the contract for federal government relations services with Alcalde and Fay at the present rate of $5000 per month retainer and a maximum of $1200 per year for associated expenses or a maximum of $61,200 per year. The initial contract term was March 15, 2009 through March 31, 2010. This will extend the contract through December 31, 2012.

The firm assisted the City of Kenmore on transportation funding, Army Corps of Engineers discussions on project funding for dredging and restoration projects, and United States Postal Service discussions on retaining the Kenmore Post Office; as well as the federal efforts particularly at Congressional committee levels with professional staffs for SR522 funding. The efforts have kept the City's needs in the forefront even in these times when searches for federal funds are challenging. The importance and time this effort may require in 2012 and beyond is critical as the City will be in transition with the recruitment of a new City Manager and City Engineer.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:
The City Council authorized the City Manager to execute Contract No. 09-C780 with Alcalde and Fay for federal government relations services in March, 2009.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:
Authorize the City Manager to execute Amendment No. 1 to Contract No. 09-C780 with Alcalde and Fay, extending the contract duration date to December 31, 2012 and amending the contract amount to an amount not to exceed $229,500. The 2012 state and federal legislative focus and costs should be a topic for the 2012 January Council Retreat.

REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:
TODAY'S DATE: November 18, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): I:\janice gates\agenda preparation\agenda bills 2011\ab 28 nov 2011 alcalde fay amendment.doc

Contract No. 09-C780
Amendment No. 1

The following sections of the federal government relations services contract dated March 10, 2009, between the City of Kenmore and Alcalde & Fay is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment. The City shall pay the Consultant:
An annual sum not to exceed $61,200, based on a $5000 monthly retainer, and monthly expenses not to exceed $1200 per year.
X A sum not to exceed $229,500

Section 3: Duration of Agreement. The Agreement shall be in full force and effect for a period commencing on March 15, 2009 and ending on December 31, 2012, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Frederick C. Stouder
Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

_____

_____

Attest/Authenticated:

_____
Lynn Suskin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

Kenmore Original

CONTRACT FOR CONSULTANT SERVICES
Contract No. 09-C780

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Alcalde & Fay, whose principal office is located at 2111 Wilson Boulevard, 8th Floor, Arlington, VA 22201 ("Consultant").

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

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

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

1. Scope of Services to be Performed by Consultant. Services include federal advocacy services, assistance and support in achieving City of Kenmore's federal legislative and administrative objectives and federal Congressional authorization and appropriations to achieve City Priority projects. These include federal authorization to include and subsequent finance the final phase of State Road 522, potential assistance in shoreline and surface water objectives, and other transportation, surface water, open space and parks, and public facility capital projects.

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

The City shall pay Consultant: An amount not to exceed & $61,200 based on a $5,000 monthly retainer, and monthly expenses not to exceed $1,200 for the 12-month period.

[Check applicable method of payment]

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

__ A sum not to exceed $ 61,200.

___ Other (describe):

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on March 15, 2009 and ending March 15, 2010, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO)

form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

And copies to the same address in care of the City Clerk.

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

Paul Schlesinger
Alcalde & Fay
211 Wilson Boulevard
8th Floor
Arlington, VA 22201

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

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

CITY OF KENMORE, WASHINGTON

By: _____

Title: City Manager

Date: March 10, 2009

CONSULTANT

By: _____

Title: Partner, Alcalde & Fay

Date: 3-17-09

ATTEST AS TO FORM:

_____
Rod Kaseguma, City Attorney

EXHIBIT A

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

EXHIBIT B

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

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
486 228th Avenue NE
Kenmore, Washington 98074
Phone: (425) 898-0660
Fax: (425) 898-0669

Invoice Number:_____ Date of Invoice:_____

Consultant:_____
Mailing Address:_____
_____
Telephone: ( )_____

Contract Period:_____ Reporting Period:_____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program:_____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D
CITY OF KENMORE
486 228th Avenue NE
Kenmore, WA 98074
Phone: (425) 898-0660
Fax: (425) 898-0669

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____
Date Authorized Signature (Required)

From the Desk of:

PAUL SCHLESINGER

The enclosed is for your general information

Thanks so much for entrusting us with this work.

We understand how important this project is to the City, & will work our hardest to make certain we don't let you

RECEIVED
MAR 2 8 2009
CITY OF

Alcalde & Fay, 2111 [illegible]
Phone: (703) 841-0626 Fax: (703) [illegible]
e-mail: schlesinger@alcalde-fay.com

ATTACHMENT 3

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: **Discussion and Approval of City of Kenmore Proposed 2013 Federal Legislative Agenda**	**For Council Meeting Agenda of: 22 Oct 2012** **Department: Executive** **Prepared by: Nancy Ousley** **Initial & Date** **Approved by Department Head:** NKO 11 OCT 2012 **Approved by City Attorney:** **Approved by Finance Director:** 10/11/12 **Approved by City Manager:** DJK
Proposed Council Action/Motion: **Approve City of Kenmore 2013 Federal Legislative Agenda**	**Exhibits/Attachments:** 1. Proposed 2013 Federal Legislative Agenda

Expenditure Required $n/a **Amount Budgeted $** **Appropriation Required $0**

INFORMATION/BACKGROUND:

The City of Kenmore is active in working with our Congressional Delegation, Congressional Committee Staff and relevant federal agencies on City funding and policy priorities. The proposed legislative agenda for 2013 continues the focus on funding for SR 522 improvements and Kenmore Navigation Channel maintenance dredging. City officials have made significant progress in familiarizing our Delegation with these initiatives, and in maintaining positive contacts with federal officials at the staff and elected levels. Though recent Federal budgets are challenging, keeping Kenmore's issues in front of our Congressional Delegation and other decision-makers provides an advantage when funding opportunities emerge.

The proposed agenda also emphasizes seeking funding opportunities for other projects such as potential parking for downtown and transit users, economic development, and finding a workable solution for Kenmore Air's service disruptions when airspace is affected by federal dignitary flights in the area.

The City has worked with federal government relations firm Alcalde & Fay since 2009. Paul Schlesinger and Anne Cullather work on the City's behalf for the firm.

FISCAL CONSIDERATION:

The Council will consider an amendment to extend the term of the Alcalde & Fay contract later this year.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goals for 2012-2013 prioritize: seeking funds for SR 522; economic development; parks financing; establishing a sidewalk plan; and pursuing downtown and Lakepointe development.

October 22, 2012

CITY OF KENMORE

PROPOSED 2013 FEDERAL LEGISLATIVE AGENDA

SR 522 Improvements:

The SR 522 Corridor Improvements Project has been one that has been given great emphasis by the City in the federal agenda. Completing a financing package for the project has been hampered by Congressional policy implemented over the past three years that prohibits the earmarking of funds dedicated for project-specific purposes. Important progress on bringing to the attention the need for these improvements has been made with the Congressional Delegation, Congressional Committee staff and Office of Management and Budget.

Potential transportation funding opportunities:
The Senate Appropriations bill, written by Senator Murray, includes $500 million for a continuance of the TIGER program in FY '13. In the meantime, DOT should be making a decision in the near future as to whether they will solicit grant applications for the TIGER program with the partial year's funding they will receive under the CR for the first half of FY '13. o assist with the preparation of an application if the City decides to seek funding from this program.

MAP-21 (Moving Ahead for Progress in the 21st Century Act): the two year transportation reauthorization legislation which was enacted without earmarks earlier this year, runs only through FY '14, it is expected that Congress will begin its consideration of successor legislation next year. Congressional Delegation, and other congressional leaders to try and make certain that any such legislation be drafted in a way that might facilitate completion of SR 522 and include earmarks for this project if the determination is made that earmarks will indeed be part of this legislation.

Appropriations bills next year might include earmarks and a priority is to ensure we are in a position to advocate strongly for a SR 522 project in earmarks.

Kenmore Navigation Channel:

The Kenmore Navigation Channel has not seen an episode of federally-assisted maintenance dredging since the 1990's prior to the City's incorporation. Pursue funding for the Army Corps to engage in maintenance dredging through work with

the Congressional delegation, Congressional Committee staff and appropriate federal Agencies.

Continue regular contact with Army Corps officials in the Seattle District, Northwestern Division, and Washington Headquarters, as well as with the Office of Management and Budget, to be certain that all pertinent officials are fully aware of the project's importance.

A provision that has been included in FY '13 appropriations bills taken up by both the Senate and House which add funds to the Corps' Operation and Maintenance budget with instructions that $30 million be utilized, at the discretion of the Corps, for small, remote, or subsistence navigation projects and Senator Cantwell mentioned the Kenmore Navigation Channel by name in a press release supporting this provision. The Corps is to determine a work plan for the utilization of these funds around the Spring of 2013. Continue to work with our Congressional Delegation to advocate that the Corps allocate some of the $30 million to the Kenmore Navigation Channel project.

Kenmore Air Temporary Flight Restrictions:

Continue to work with the Congressional Delegation to seek resolution to the Temporary Flight Restriction issue that is impacting Kenmore Air's business and inconveniencing passengers The Delegation has been provided an estimate of the financial impact each time Kenmore Air needs to close down its flight operations as a result of a TFR. As a result of these efforts, the staffs of our two Senators convened a meeting with leadership in the three agencies involved – U.S. Secret Service, TSA and FAA – to discuss a potential fix to the issue. The delegation tasked the three agencies to work to develop a viable solution.

Commuter Parking Facility Funding

Kenmore is a regional commuter center that is served by Metro Transit and Sound Transit, and existing park n' ride facilities are full by early morning, resulting in overflow parking going into neighborhoods. Work with Sound Transit and/or Metro Transit to identify opportunities for locating a parking structure that can also serve downtown Kenmore businesses and/or trail and park users. Determine the best strategy for pursuing Federal Transit Administration discretionary grant program funds in conjunction with the transit agencies and WSDOT. MAP-21 modified FTA discretionary grant programs (examples are Bus and Bus Facility, State of Repair) so that funds are to be distributed via formula funding, in most cases to urbanized areas and state Departments Of Transportation.

Identify and Pursue Grant Funding for City Priorities
The City's government relations consultants Alcalde & Fay will provide regular reports and alerts on federal grant funding opportunities for various purposes and programs, such as parks, economic development and infrastructure. The firm will assist the City in preparing grant proposals as requested.

Monitor Discretionary Budgets
Community Development Block Grant and other Housing and Urban Development Programs to ensure support for local governments is maintained.

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #4 to Contract No. 09-C816 with Gordon Thomas Honeywell Government Affairs Proposed Council Action/Motion: Authorize the City Manager to execute Amendment #4 to Contract No. 09-C816 with Gordon Thomas Honeywell Government Affairs to: 1) Extend the contract term through December 31, 2016; and 2) Increase the monthly fee by 2% each year to $3613 in 2015 and $3685 in 2016 plus monthly expenses not to exceed 10% of the annual contract amount	For Council Meeting Agenda of: 15 December 2014 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: NLO 4 DEC 2014 Approved by City Attorney: Approved by Finance Director: 12/4/14 Approved by City Manager: Exhibits/Attachments: 1. Agenda Bill from December 2, 2013 Council meeting

Expenditure Required $96,331 Amount Budgeted $88,628 in 2015-2016 Recommended Budget Appropriation Required $0

INFORMATION/BACKGROUND:
Gordon Thomas Honeywell Government Affairs provides government relations services on State Legislative and government issues to the City of Kenmore. The existing contract was first executed in 2009 and was amended in 2012 to extend the contract through 2014 and adjust the monthly fee from $3000 to $3500 plus monthly expenses not to exceed 10% of the annual contract amount. The contract was amended in 2013 to provide a cost of living adjustment of 1.2% to the monthly fee for services, which equated to $42 per month, plus the adjustment to expenses.

The proposed amendment provides for a 2% increase in the monthly fee for each year of the biennium plus the adjustment to monthly expenses not to exceed 10% of the annual contract amount. This amount is in line with cost of living and market adjustments.

The firm provides effective and strategic representation of the City's issues at the State Legislature, with results including funding for improvements to the SR 522 Corridor, Freeway Signage, and a Capital Budget appropriation for the Kenmore Village Town Green.

FISCAL CONSIDERATION:
The services provided under this contract are very beneficial to the City, and the contract increase can be accommodated in the Recommended Budget.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
- Continue to implement the Economic Development Plan
- Continue to seek transportation funding and emphasize multi modal transportation safety
- Pursue Downtown Development
- Advance the City's connection to the Waterfront

ATTACHMENT
1

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: **Amendment #3 to Contract No. 09-C816 with Gordon Thomas Honeywell Government Affairs**	**For Council Meeting Agenda of: 9 December 2013** **Department: Executive** **Prepared by: Nancy Ousley** **Initial & Date** **Approved by Department Head:** NKO 18 NOV 2013 **Approved by City Attorney:** **Approved by Finance Director:** 11/18/13 **Approved by City Manager:**
Proposed Council Action/Motion: **Approve Amendment #3 to Contract No. 09-C816 with Gordon Thomas Honeywell Government Affairs**	**Exhibits/Attachments:** 1. Proposed Amendment #3 2. Agenda Bill for November 26, 2012: Amendment #2 to Contract No. 09-C816

Expenditure Required $554 **Amount Budgeted** $198,940 for General Consulting 2013-2014 **Appropriation Required** $0

INFORMATION/BACKGROUND:
Gordon Thomas Honeywell Government Affairs provides government relations services on State Legislative and government issues to the City of Kenmore. The existing contract was first executed in 2009 and was amended in 2012 to extend the contract through 2014 and adjust the monthly fee from $3000 to $3500 plus monthly expenses not to exceed 10% of the annual contract amount.

The proposed amendment provides for a cost of living adjustment of 1.2% to the monthly fee for services, which equates to $42 per month, plus the adjustment to expenses.

The firm provides effective and strategic representation of the City's issues at the State Legislature, with results including funding for improvements to the SR 522 Corridor, Freeway Signage, and Capital Budget appropriation for the Kenmore Village Town Green.

FISCAL CONSIDERATION:
The proposed increase can be covered in the existing budget.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
- Continue to implement the Economic Development Plan
- Continue to seek transportation funding
- Pursue Downtown Development
- Seek opportunities to complete a successful Lakepointe Development
- Implement a Parks Improvement and Financial Plan

ATTACHMENT
1

Contract No. 09-C816
Amendment No. 3

The following section of the government relations contract dated September 29, 2009, and amended November 28, 2011, between the City of Kenmore and Gordon Thomas Honeywell is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

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

The City shall pay Consultant:

_____According to the rates set forth in Exhibit A

___x__A sum not to exceed $274,454

__x___Other Monthly fee of $3542 and related communication expenses in an amount not to exceed 10% of the annual contract amount, effective for services provided starting January 1, 2014.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager_____

CONSULTANT:

By: _____

Title: _____

Address: _____

_____

_____

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

ATTACHMENT
2

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #2 to Contract No. 09-C816 with Gordon Thomas Honeywell for state government relations services	**For Council Meeting Agenda of: 26 Nov 2012** **Department: Executive** **Prepared by: Nancy Ousley** **Initial & Date** **Approved by Department Head:** NKO 14NOV2012 **Approved by City Attorney:** **Approved by Finance Director:** **Approved by City Manager:**
Proposed Council Action/Motion: Approve Amendment #2 to Contract No.09-C816 with Gordon Thomas Honeywell for state government relations services	**Exhibits/Attachments:** 1) Proposed Amendment #2 to Contract No. 09-C816 2) November 28, 2011 Agenda Bill for Contract No. 09-C816 Amendment 3) 2013-2014 Legislative Agenda

Expenditure Required $84,000 for 2013-2014 plus a maximum of $8400 in expenses; $6000 for 2012 **Amount Budgeted $** **Appropriation Required $**

INFORMATION/BACKGROUND:
Gordon Thomas Honeywell has worked on behalf of the City of Kenmore with the State Legislature, the Governor's Office and State agencies since 2009. The present contract term is through December 31, 2012, and the proposed amendment extends the contract term through December, 2014. The contract amendment specifies a monthly retainer of $3500 per month effective January, 2012 and a maximum of 10% of the annual contract amount for related expenses.

The firm has been effective in facilitating relationship-building with State Legislators, particularly those in Transportation Committee membership, which has been instrumental in the City receiving over $1.7 M in funding for SR 522 related projects in recent State Transportation Budgets. The City Council recently approved the 2013-2014 Legislative Agenda.

FISCAL CONSIDERATION:
Funding is included in the preliminary 2013-2014 Budget

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Seek funds to move forward on the SR 522 Project; Pursue Downtown development; implement the economic development strategy; implement a parks improvement and financial plan; seek opportunities to complete a successful Lakepointe project

ATTACHMENT
1

Contract No. 09-C816
Amendment No. 2

The following section of the government relations contract dated September 29, 2009, and amended November 28, 2011, between the City of Kenmore and Gordon Thomas Honeywell is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

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

The City shall pay Consultant:

_____According to the rates set forth in Exhibit A

___x__A sum not to exceed $227,700

__x___Other Monthly fee of $3500 and related communication expenses in an amount not to exceed 10% of the annual contract amount. The monthly fee of $3500 is effective as of January 1, 2012.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on October 1, 2009 and ending December 31, 2014 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

City Clerk
City of Kenmore, Washington
PO Box 82607
Kenmore, WA 989028-0607

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

_____

_____

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

ATTACHMENT
2

CITY OF KENMORE, WASHINGTON

AGENDA BILL SUMMARY

AGENDA TITLE	MEETING DATE
Motion to Authorize the City Manager to Execute Amendment No. 1 to Contract No. 09-C816 with Gordon Thomas Honeywell, extending the contract term to December 31, 2012 and amending the contract maximum to an amount not to exceed $128,700.	November 28, 2011

DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Frederick Stouder	425-398-8900

COST OF PROPOSAL: $79,200: $3000 monthly retainer plus allowable expenses up to a maximum of 10% of the contract amount, or $39,600 per year.	**ACCOUNT NUMBER:** 01.13.5401
AMOUNT BUDGETED: $160,000 for Government Relations 2011-2012 Budget General Consulting/City Manager Cost Center	**NAME AND FUND #:** General Fund

ATTACHMENT(S) TO AGENDA PACKET ITEM:
1) Amendment No. 1 and Contract No. 09-C816

SUMMARY STATEMENT:
The proposed amendment extends the contract for state government relations services with Gordon Thomas Honeywell through 2012 at the same rate of $3,000 per month retainer and maximum $3600 (10% of the contract amount) for associated expenses for an annual total of $39,600. The firm assists the City in working with the State Legislatures, the Governor's Office and State agencies on transportation funding and other City legislative priorities. The original contract term was through December 31, 2010. This will extend the contract through December 31, 2012. The efforts by Gordon Thomas Honeywell have been key in importance in obtaining state funds and federal pass thru funds for the SR 522 project. The Mayor and other Councilmembers, thru the support and assistance of Thomas Honeywell personnel have organized, set schedules and local tours and briefings of not only the City's district legislative representatives, but other legislative members on key staff, House and State Senate committees.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:
The City Council approved Contract No.09-C816 with Gordon Thomas Honeywell for an amount not to exceed $49,500 on September 28, 2009.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:
Authorize the City Manager to execute Amendment No. 1 to Contract No. 09-C816 with Gordon Thomas Honeywell, extending the contract duration date to December 31, 2012 and amending the contract amount to an amount not to exceed $128,700. The 2012 state and federal legislative focus and costs should be a topic for the 2012 January Council Retreat.

REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:
TODAY'S DATE: November 18, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): I:\janice gates\agenda preparation\agenda bills 2011\28 nov 2011 gth amendment.doc

Contract No. 09-C816
Amendment No. 1

The following section of the government relations services contract dated September 29, 2009, between the City of Kenmore and Gordon Thomas Honeywell is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment. Total contract amount not to exceed $128,700
Section 3. Duration of Agreement. The contract shall be in effect from October 1, 2009 through December 31, 2012
Section 17. Notices. Notices to the City of Kenmore shall be sent to the following address:

Frederick Stouder, City Manager
City of Kenmore, Washington
PO Box 82607
Kenmore, WA 98028-0607

With copies to:

City Clerk
City of Kenmore, Washington
PO Box 82607
Kenmore, WA 98028-0607

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Frederick C. Stouder
Title: City Manager

CONSULTANT:

By: _____
Title: _____
Address: _____
_____
_____

Attest/Authenticated:

_____
Lynn Suskin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

Kenmore Original

CONTRACT FOR CONSULTANT SERVICES
Contract No. 09-C816

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Gordon Thomas Honeywell, whose principal office is located at Tacoma, WA ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

__x_ According to the rates set forth in Exhibit A

___A sum not to exceed $

___ Other (describe): _____

_____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on October 1, 2009 and ending

December 31, 2010 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

1201 Pacific Avenue, Suite 2100
Tacoma, WA 98401

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

its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

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

CITY OF KENMORE, WASHINGTON

By: _____
Frederick C. Stouder
Title: City Manager
Date: Sept 25, 2009

CONSULTANT

By: _____
Title: President
Date: 10/5/09

ATTEST AS TO FORM:

_____
Rod Kaseguma, City Attorney

EXHIBIT A

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

EXHIBIT B

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

GORDON THOMAS HONEYWELL
GOVERNMENTAL AFFAIRS

MEMO

TO: Fred Stouder, City Manager, City of Kenmore

FROM: Tim Schellberg, Gordon Thomas Honeywell Governmental Affairs

DATE: September 10, 2009

SUBJECT: Governmental Affairs Contract

Gordon Thomas Honeywell Governmental Affairs welcomes the opportunity to represent the City of Kenmore. To initiate our partnership, we have provided additional information on a scope of work, manager arrangement, fees, expenses, and term.

Scope of Work:

1. Work with the City of Kenmore to develop and refine a legislative agenda. This includes refining the transportation appropriation request for SR 522.
2. Develop policy papers and other informational materials on priority legislative agenda items, including the transportation appropriation request for SR 522.
3. Identify and track all relevant legislation introduced to the Washington State Legislature.
4. Continually meet with legislators on behalf of the City of Kenmore, including the legislative delegation, committee and party leadership, and others.
5. Engage in additional grassroots outreach, media, and public relations as necessary to bolster support for the City's transportation appropriation request and other issues.
6. Provide the City with weekly reports and tracking lists during the legislative session and provide the City with monthly reports during the legislative interim.
7. Participate in the Association of Washington Cities on behalf of the City of Kenmore.
8. Participate in the Washington Highway Users Federation on behalf of the City of Kenmore.

1201 Pacific Ave, Suite 2100
Tacoma, WA 98401
Phone: (253) 620-6500
Fax: (253) 620-6565

www.gth-gov.com

203 Maryland Ave., NE
Washington, DC 20002
Phone: (202) 544-2681
Fax: (202) 544-5763

9. Attend all relevant legislative hearings, meetings, and stakeholder groups.

10. Coordinate City officials to testify at relevant legislative hearings and to meet with the City's legislative delegation in Olympia and during the interim.

11. Lobby to amend, defeat, or pass legislation or budgets that affect the City of Kenmore's interests.

12. Coordinate with the City's federal lobbyists to provide reasonable levels of assistance with the Washington State Congressional delegation as requested.

Manager Arrangement:
Tim Schellberg, President of Gordon Thomas Honeywell Governmental Affairs, will serve as both the contract and project manager for the City of Kenmore. He will be assisted by Briahna Taylor.

Fees:
Gordon Thomas Honeywell Governmental Affairs will provide the above scope of work for a monthly fee of $3,000.

Expenses
In addition to the fee above, Gordon Thomas Honeywell Governmental Affairs will expense for communication expenses not to exceed 10% of the contract.

Term:
The duration of the contract between the City of Kenmore and Gordon Thomas Honeywell Governmental Affairs will be from October 1, 2009 through December 31, 2010.

1201 Pacific Ave, Suite 2100
Tacoma, WA 98401
Phone: (253) 620-6500
Fax: (253) 620-6565

www.gth-gov.com

203 Maryland Ave., NE
Washington, DC 20002
Phone: (202) 544-2681
Fax: (202) 544-5763

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
6700 NE 181st
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number:_____ Date of Invoice:_____

Consultant:_____
Mailing Address:_____
_____
Telephone: ( )_____

Contract Period:_____ Reporting Period:_____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program:_____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Form **W-9** (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Gordon Thomas Honeywell Governmental Affairs

Business name, if different from above
Same as above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☑ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 1677

Requester's name and address (optional)

City, state, and ZIP code
Tacoma, WA 98401

List account number(s) here (optional)
N/A

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: N/A

or

Employer identification number: 20 : 5719042

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/5/2009

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT D
CITY OF KENMORE
6700 NE 181st Street
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

✓ **Corporation** ____ **Partnership** ____ **Government Consultant**

____ **Individual/Proprietor** ____ **Other (explain)**

TIN No.: 20-5719042

Social Security No.: N/A

Print Name: Tim Schellberg

Title: President

Business Name: ~~GORDON THOMAS HONEYWELL~~ GOVERNMENTAL AFFAIRS

Business Address: 1201 Pacific Ave., Suite 2100 Tacoma, WA 98401

Business Phone: (253) 620-6429

10/12/2009
Date

Timothy M. Schellberg
Authorized Signature (Required)

PUBLIC DISCLOSURE COMMISSION
711 CAPITOL WAY RM 206
PO BOX 40908
OLYMPIA WA 98504-0908
(360) 753-1111
TOLL FREE 1-877-601-2828

LOBBYIST REGISTRATION

L1 (12/08)

THIS SPACE FOR OFFICE USE

1. Lobbyist Name
Gordon Thomas Honeywell Governmental Affairs

Permanent Business Address
1201 Pacific Avenue, Suite 2100

City: Tacoma | State: WA | Zip: 98401

Business Telephone Numbers
Permanent (253) 620-6839
Temporary ( )
Cell Phone or Pager (253) 209-8818

E-Mail Address
tims@gth-gov.com

2. Temporary Thurston County address during legislative session
n/a

Employer's occupation, business or description of purpose of organization
Municipal Government

3. Employer's name and address (person or group for which you lobby)
City of Kenmore ATTN: Nancy Ousley
3700 NE 181st Street PO BOX 82607 Kenmore, WA 98028-0607

4. Name and address of person having custody of accounts, receipts, books or other documents which substantiate lobbyist reports. (Person responsible for producing the annual L3 report)
Hallee Sanders
1201 Pacific Avenue, Suite 2100 Tacoma, WA 98401

E-Mail Address
hsanders@gth-gov.com

5. What is your pay (compensation) for lobbying?
$ _3,000.00__ per _month__ (hour, day, month, year)
Other: Explain: Jan 08 – Dec 08

Description of employment (check one or more boxes)
- ☐ Full time employee
- ☐ Part time or temporary employee
- ☒ Contractor, retainer or similar agreement
- ☐ Unsalaried officer or member of group
- ☐ Sole duty is lobbying
- ☐ Lobbying is only a part of other duties

6. Are you reimbursed for lobbying expenses? Explain which expenses.
- ☐ Yes: $ _____ per _____
- ☒ Yes: I am reimbursed for expenses.
- ☐ No: I am not reimbursed for expenses.

Does employer pay any of your lobbying expenses directly? If yes, explain which ones.

7. How long do you expect to lobby for this organization?
☐ Permanent lobbyist ☐ Only during legislative session ☐ Other, Explain:

8. Is your employer a business or trade association or similar organization which lobbies on behalf of its members? If "yes," attach a list showing the name and address of each member who has paid the association fees, dues or other payments over $500 during either of the past two years or is expected to pay over $500 this year.
☒ No ☐ Yes. However, no member has paid, pays, or is expected to pay over $500.
☐ Yes. The list is attached

9. Does your employer have a connected, related or closely affiliated political action committee which will provide funds for you to make political contributions including purchase tickets to fund raising events? If so, list the name of that political action committee.
☒ No
☐ Yes. Name of the committee is:

10. If lobbyist is a company, partnership or similar business entity which employs others to perform actual lobbying duties, list name of each person who will lobby. (See WAC 390-20-143 and 144 for instructions.)
Tim Schellberg, Noah Reandeau, Briahna Taylor, Bryce Yadon, Megan Schrader

11. Areas of interest. Lobbying is most frequent before legislative committees members or state agencies concerned with following subjects:

CODE	SUBJECT	CODE	SUBJECT
01 ☐	Agriculture	09 ☐	Higher education
02 ☐	Business and consumer affairs	10 ☒	Human services
03 ☐	Constitutions and elections	11 ☒	Labor
04 ☐	Education	12 ☒	Law and justice
05 ☒	Energy and utilities	13 ☒	Local government
06 ☒	Environmental affairs - natural resources - parks	14 ☐	State government
		15 ☒	Transportation
07 ☐	Financial institutions and insurance	16 ☐	Other – Specify:
08 ☒	Fiscal		

Remarks:

CERTIFICATION: I hereby certify that the above is a true, complete and correct statement.

12. LOBBYIST'S SIGNATURE DATE

EMPLOYER'S AUTHORIZATION: Confirming the employment authority to lobby described in this registration statement.

EMPLOYER'S SIGNATURE, NAME TYPED OR PRINTED, AND TITLE DATE
Nancy Ousley, Assistant City Manager 5oct20

ATTACHMENT
3

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:	For Council Meeting Agenda of: 22 October 2012
City of Kenmore Proposed 2013-2014 State Legislative Agenda	Department: Executive Prepared by: Nancy Ousley
	Initial & Date Approved by Department Head: NLO 11 OCT 2012 Approved by City Attorney: Approved by Finance Director: 10/11/12 Approved by City Manager: RSK
Proposed Council Action/Motion: Approve City of Kenmore Legislative Agenda for the 2013-2014 Legislative Sessions	Exhibits/Attachments: 1. Proposed Legislative Agenda

Expenditure Required $	Amount Budgeted $	Appropriation Required $

INFORMATION/BACKGROUND:

The City of Kenmore has been successful in the past two Legislative Sessions in securing nearly $2M in funding in the Transportation Budget for improvements to SR 522. Strategic and effective work throughout the year with our government relations consultants Gordon Thomas Honeywell has been instrumental in achieving those results. For example, Kenmore representatives have met with Transportation leadership and key Committee members in the State Senate and House of Representatives to provide briefings and tours of the SR 522 Corridor. Bothell and Lake Forest Park have participated in many of these meetings to underscore the importance of corridor improvements. Kenmore is transitioning this year to the 46th Legislative District due to redistricting, and the Administration and Council have made good progress in establishing relationships with our new delegation.

The proposed Legislative Agenda for this coming biennium continues the focus on transportation funding and includes funding for Economic Development, downtown amenities and parks. Policy priorities feature support for regional stormwater environmental assessment and identifying reasonable reforms to the public records request process.

FISCAL CONSIDERATION:
The strong track record in recent sessions for SR 522 funding provides a good foundation for future sessions, particularly as new transportation revenue package options are considered. A contract amendment extending the contract term for Gordon Thomas Honeywell will be proposed later this year,

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

This Legislative Agenda prioritizes the top three 2011-2012 City Council Goals:

1. **Seek funds and move forward on the SR-522 Project**
2. **Implement the Economic Development Plan**
3. **Implement a Parks Improvement and Financing Plan**

City of Kenmore
Proposed Legislative Agenda for 2013-15 Legislative Biennia
October 2012

Funding Requests

Transportation Funding:

Completing SR 522

The City respectfully requests funding for improvements to State Route 522. SR 522 is a highway of statewide significance that runs through the City of Kenmore and connects I-5 to I-405. The City is committed to working with transportation leaders at every level of government to provide funding for this vital state highway.

SR 520 Construction Mitigation for Local Water-Dependent Businesses

The City respectfully requests state funding to mitigate impacts to local water-dependent businesses from the SR 520 construction barge activity, including monitoring water depths in areas adjacent to the businesses to determine the effects of the project activity.

Capital Budget Funding:

Kenmore Village Town Green

The City of Kenmore respectfully requests that $300,000 be allocated in the Capital Budget toward Kenmore Town Square. Kenmore Town Square will cover just under an acre on the Kenmore Village shopping center property, and will be a location for city programming to foster a greater sense of community, and provide an important amenity for downtown redevelopment. The City is prepared to provide a strong local match for State Capital Budget funding.

Grant Funding:

Park Funding

The City of Kenmore is in process of updating its parks plan to become eligible for grant funding. The City supports the continued state funding for parks, including Recreation and Conservation Office (RCO) grant funding and other capital programs.

Economic Development Funding

Small Business Incubator Funding - The City of Kenmore recently created a pilot program for a small business incubator. As such, the City supports state grant funding for small business incubators, which aid STEM careers through business assistance and mentoring. While the state's small business incubator account was eliminated in 2011 because it was not being utilized, the City supports capital funding allocations to small business incubators.

Ongoing Innovation Partnership Zone Funding – The City of Kenmore supports ongoing funding for Innovation Partnership Zones (IPZs). While an IPZ does not

currently exist within the City's boundaries, the City hopes to pursue the creation of an IPZ in the near future.

Environmental Funding

Local Model Toxics Funding - The City supports funding for the Local Model Toxics Account to assist jurisdictions in environmental clean up efforts.

Stormwater Funding - The City supports the creation of funding mechanisms and dedicated revenue streams to assist local jurisdictions in meeting NPDES stormwater requirements, including continued funding for stormwater grants.

Policy Requests

Stormwater

The City of Kenmore supports policy changes that address stormwater management regionally, including addressing regional stormwater impacts in project SEPA analysis.

I-5 and I-405 Signage Directing Drivers to Kenmore

As the home of Bastyr University and the Kenmore International Air Harbor, the City of Kenmore respectfully requests additional directional signage leading to the City. The City will work with its legislative delegation and the Washington State Department of Transportation (WSDOT) to have directional signs on I-5 and I-405 directing drivers to Kenmore.

Public Records Reform

The City of Kenmore supports reform to statutes governing public records requests. In approaching this reform, the City recognizes the importance of transparency and accountability in government; however, the current system is frequently abused. The City of Kenmore looks forward to working with other stakeholders to develop some reform ideas.

Medicine Take-Back Program

The City of Kenmore supports legislation creating a statewide medicine take-back program. This legislation would require drug manufacturers that sell products in Washington to develop, fund, and implement a take-back system for unwanted, unused, or left over medicines. King County is in process of implementing a local take-back program.

Local Government Finance Considerations

The City of Kenmore supports consideration short-term strategies to recognize the financial conditions affecting local government in this economy. This could include postponing state-mandated deadlines for Growth Management Comprehensive Plans, adjusting Transportation Benefit District revenue options, providing incentives for fuel-efficient fleet vehicle replacement, or other actions.

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment 4 to Contract No. 10-C891 with Sussman/Prejza & Company, Inc.: Signage, Wayfinding and Banner Program Support	**For Council Meeting Agenda of:** December 15, 2014 **Department:** City Manager's Office, Public Works, Engineering & Environmental Services **Prepared by:** Kris Overleese, PE
Proposed Council Action/Motion: Authorize the City Manager to execute Amendment 4 with Sussman/Prejza & Company, Inc. with Agreement 10-C891 to 1) increase the contract by an additional $25,000 to $98,000 and 2) extend the deadline to December 31, 2016.	**Initial & Date** **Approved by Department Head:** KMO 12/4/14 **Approved by City Attorney:** NA **Approved by Finance Director:** 12/14/14 **Approved by City Manager:**
	Exhibits/Attachments: NA

Expenditure Required 25,000 **Amount Budgeted** N/A *(See Fiscal Consideration below)* **Appropriation Required** 0

INFORMATION/BACKGROUND:

With this contract, the City utilizes Sussman/Prejza & Company, Incorporated (Sussman/Prejza) for support for the City's Signage, Wayfinding and Banner Program. The City originally Hired Sussman/Prejza late in 2010 and the work provided to date includes: design and location identification for City banners (summer and seasonal) and wayfinding signs, design of Adopt a Park and Adopt a Street signage, design and specifications for Gateway signs, sign fabrications support, and overall sign/banner coordination. Past amendments to the contract have not added dollars, but were predominantly date extensions.

Sussman/Prejza has completed the work outlined in their original agreement and staff is currently utilizing them to assist with the development of the Gateways project and downtown wayfinding signage. Future work will include design and graphics support for the Gateways Project, Wayfinding Signage and Park signage as needed. The resources to pay Sussman/Prejza will come from the projects they support.

FISCAL CONSIDERATION:

The amended contract value will be set at $98,000. City project budgets will pay for Sussman/Prejza assistance as needed.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Goal 2: to continue to implement the Economic Development Plan with an emphasis on... – Promote the Image of Kenmore, Support Existing Businesses

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Approve Amendment #1 to Contract No. 14-C1322 with Corey Hansen for Program Consultant Services for the Kenmore Business Incubator	For Council Meeting Agenda of: 15 December 2014 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: NMO 4 DEC 2014 Approved by City Attorney: _____ Approved by Finance Director: 12/5/14 Approved by City Manager: RJK
Proposed Council Action/Motion: Authorize the City Manager to Execute Amendment #1 to Contract No. 14-C1322	Exhibits/Attachments: 1. Proposed Amendment #1 2. Contract No. 14-C1322

Expenditure Required $82,200 plus up to $2000 in authorized expenses	**Amount Budgeted** $226,200 for Business Incubator in the 2015-2106 Recommended Budget	**Appropriation Required** $0

INFORMATION/BACKGROUND:
Corey Hansen joined the Kenmore Business Incubator as Program Consultant in August 2014. The proposed amendment extends the contract through December 31, 2016 and increases the monthly compensation amount from $3000 to $3425, based on the expectation of a minimum of 18-20 hours per month devoted to Incubator scope of work tasks.

He is a proven performer in working with businesses to achieve earnings growth and has been instrumental in helping recruit new businesses into the program this year.

FISCAL CONSIDERATION:

Funds are allocated in the Recommended Budget for the contract amendment amount.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Continue to implement the Economic Development Plan with an emphasis on four key points:

- Promote the Image of Kenmore
- Develop Downtown
- Support Existing Businesses
- Advance the City's Connection to the Waterfront

ATTACHMENT
1

Contract No. 14-C1322
Amendment No. 1

The following section of the Kenmore Business Incubator consulting services contract dated August , 2014, between the City of Kenmore and Corey Hansen is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

___ A sum not to exceed $_____

___ Other (describe): _____
_____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on August 7, 2014 and ending December 31, 2016 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

_____

_____

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

EXHIBIT A

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

- Provide regular check-ins and business development consultations with KBI resident and virtual companies, including arranging consultation with other mentors as appropriate
- Assist with the launch and operation of Virtual Incubator suite of services
- Meet with potential applicants and advise on client selection
- Work with the City to convene informal networking for KBI companies (once a month) Advance consultation with the City Manager's office on budget for networking events is requested.
- Advise City on companies' potential timelines for graduation
- Prepare information and assist with one-two events geared toward home based businesses or other sessions for local businesses, in consultation with the City Manager's office
- Pursue partnerships with other programs for service enhancements and/ or program funding
- Assist with developing and recommending options for future KBI business models and operations
- Assist in staffing and meeting with the Kenmore Business Incubator Advisory Group
- Participate in 2-4 briefings for the City Council per year on KBI operations and projected services, and presentations to other organizations as appropriate

EXHIBIT B

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

The services will be provided at the rate of $3425 per calendar month, with the requirement for a minimum of 18-20 hours per month spent by the Consultant on the relevant tasks in the Scope of Work.

The Consultant will provide monthly written reports to the City Manager's Office on business incubator activities, including: services provided to program participants, contacts with potential funding partners or grant opportunities; contacts with potential participants and recruitment efforts; program or mentorship development; presentations to Council, business community or other relevant organizations.

The monthly written report will include hours devoted to tasks.

Reasonable business expenses and mileage to off- site meetings requested by the City will be reimbursed by the City, subject to Consultant estimate, documentation and agreement. $1000 is allocated for expenses per calendar year.

ATTACHMENT
2

CONTRACT FOR CONSULTANT SERVICES
Contract No. 14-C1322

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Corey Hansen, whose principal office is located at REDMOND ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

___ A sum not to exceed $_____

___ Other (describe): _____
_____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on August 7, 2014 and ending December 31, 2014 unless

sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents.

A. Except as set forth in subsection 4.B below, any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. The City acknowledges that certain financial, commercial, technical and proprietary information, research or data may be submitted to Consultant by the private companies/person(s) participating in the Business Incubator program, which would not otherwise be disclosed or available to the City. If Consultant receives such information, research or data from said participants and they indicate a desire for confidentiality and nondisclosure, then such desire shall govern. Such information, research or data shall not be the property or owned by the City. Consultant shall not provide, reveal or disclose to the City the confidential financial, commercial, technical, or proprietary information, research or data provided by the private participants unless they indicate a desire for disclosure to the City. "Financial, commercial, technical and proprietary information, research or data" includes, but is not limited to, information exempt from disclosure under RCW 42.56.270, as may be amended.

C. The intent of this section is to prevent the disclosure of financial, commercial, technical and proprietary information, research or data to the extent such information, if revealed, would reasonably be expected to result in private loss to the private providers of this information. Notwithstanding Section 9 of this Agreement, the City shall not inspect, audit or review such information held by Consultant.

D. This section is not intended to negate Consultant's duties to document and report on services rendered under this Agreement; provided that Consultant submits such documentation in an aggregate form that does not permit the identification of the confidential information, research or data referenced herein.

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

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities

of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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

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

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

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

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

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

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

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

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated.

No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

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

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

8707 170TH CT NE
REDMOND WA 98052

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

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

CITY OF KENMORE, WASHINGTON

By: _____
Rob Karlinsey
Title: City Manager
Date: 8/7/14

CONSULTANT

By: _____
Title: Owner
Date: 8/7/2014

ATTEST AS TO FORM:

_____
Rod Kaseguma, City Attorney

EXHIBIT A

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

- Provide regular check-ins and business development consultations with KBI resident and virtual companies, including arranging consultation with other mentors as appropriate
- Assist with the launch of Virtual Incubator suite of services
- Meet with potential applicants and advise on client selection
- Convene informal networking for KBI companies (once a month) Advance consultation with the City Manager's office on budget for networking events is requested.
- Advise City on companies' potential timelines for graduation
- Prepare information and assist with one event geared toward home based businesses or other session for local businesses, in consultation with the City Manager's office
- Pursue partnerships with other programs for service enhancements and/ or program funding
- Assist with developing and recommending options for future KBI business models and operations
- Participate in 1-2 briefings for the City Council on KBI operations and projected services, and presentations to other organizations as appropriate

EXHIBIT B

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

The services will be provided at the rate of $3000 per calendar month, with the requirement for a minimum of 18-20 hours per month spent by the Consultant on the relevant tasks in the Scope of Work.

The Consultant will provide monthly written reports to the City Manager's Office on business incubator activities, including: services provided to program participants, contacts with potential funding partners or grant opportunities; contacts with potential participants and recruitment efforts; program or mentorship development; presentations to Council, business community or other relevant organizations.

The monthly written report will include hours devoted to tasks.

Reasonable business expenses and mileage to be reimbursed by the City, subject to Consultant estimate and agreement. $500 is allocated for expenses through December 2014.

EXHIBIT C

City of Kenmore
Billing Invoice

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

Invoice Number:_____ Date of Invoice:_____

Consultant:_____
Mailing Address:_____
_____
Telephone: ( )_____

Contract Period:_____ Reporting Period:_____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program:_____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

X Individual/Proprietor _____ Other (explain)

TIN No.: 71-0991983

Social Security No.: 532-62-1720

Print Name: COREY HANSEN

Title: CONSULTANT

Business Name: THE EVP GROUP

Business Address: 8707 170TH CT NE

Business Phone: 425-442-3785

8/7/2014 Corey Hansen

Date Authorized Signature (Required)

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Authorize the City Manager to execute Amendment No. 4 to Contract No. 11-C971 with Allison + Partners (formerly Frause Full Spectrum Communications) for media relations and marketing services Proposed Council Action/Motion: Authorize the City Manager to Execute Amendment No. 4 to Contract No. 11-C971 with Allison+Partners (formerly Frause Full Spectrum Communications) to 1) update the firm name 2) extend the term of the contract through March 31, 2015 and 3) increase the contract amount by $9600 to a contract maximum of $84,300	For Council Meeting Agenda of: 15 December 2014 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: NKO 4 DEC 2014 Approved by City Attorney: Approved by Finance Director: 12/4/14 Approved by City Manager: Exhibits/Attachments: 1. Allison+Partners Announcement July 2014 2. June 9, 2014 Agenda Item

Expenditure Required $9,600	Amount Budgeted $58,479 in 2015 Recommended Budget	Appropriation Required $0

INFORMATION/BACKGROUND:
Frause has provided marketing, media relations and website messaging consulting services to the City since 2011. The proposed contract amendment will: 1) update the name of the firm to reflect the acquisition of Frause by Allison+Partners effective August 1, 2014; 2) Extend the end date of the contract term from December 31, 2104 to March 31, 2015; and 3) increase the contract maximum to reflect the additional three months of media relations work @ $3200 per month.

The City intends to issue a Request for Qualifications for Media Relations and Marketing consulting services in January 2015, and this amendment will continue media relations services while the selection and contract development process proceeds.

Media Relations services have been instrumental in promoting the City in regional and national print and electronic publications.

FISCAL CONSIDERATION: Funds are budgeted for this purpose and having the services available in 2015 First Quarter is prudent, given the projects and issues that will merit strategic media messaging.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

1. Contine to implement the Economic Development Plan with an emphasis on four key points:
   Promote the Image of Kenmore Support Existing Businesses

   Develop Downtown Advance the City's Connection to the Waterfront

ATTACHMENT
1

FRAUSE

July 29, 2014

Nancy Ousley
Assistant City Manager
City of Kenmore, WA

Dear Nancy:

As a valued client, I am pleased to inform you that San Francisco-headquartered Allison+Partners has expanded their Northwest footprint with the acquisition of the clients and employees of Frause. Allison+Partners, an MDC Partners company, is a global communications firm widely recognized for its collaborative approach to innovation, creativity and client service.

While there will be a different name on the door as of August 1, the fundamentals remain the same with this transition. All Frause employees will be joining the Allison+Partners' team. You will receive the same counsel, strategy, creativity and results from the same team that has been serving your business. I will remain as well, serving as "of counsel" advising clients as I always have.

The Frause team joins Allison+Partners under the leadership of Seattle/Portland General Manager Richard Kendall. You may remember that Richard was an Executive Vice President and shareholder of Frause before he joined Allison in 2012. I've known Richard for 16 years. He was an integral part of our Frause management team, launching practice groups and assisting with the opening of our Portland office, among many other things. I have the utmost confidence in his ability to provide leadership to Frause clients and employees moving forward.

Named 2014 Agency of the Year by The Holmes Report, Allison+Partners is organized around seven practices: Consumer Marketing, Corporate, Global China Practice, Health + Wellness, Public Affairs, Social Impact and Technology + Digital Media and has offices in San Francisco, New York, London, Beijing, Shanghai, Paris, Lyon, Singapore, Chicago, Washington D.C., Silicon Valley, Seattle, Portland, Dallas, Los Angeles, Atlanta, Phoenix and San Diego.

I and members of your Frause team are available to discuss details of this transition at any time. You can reach me at the office (206) 352-6402 or cell (206) 890-0718 or bfrause@frause.com . We look forward to continuing our relationship and exceeding your expectations.

Regards,

Bob Frause, APR, Fellow PRSA
Chairman CEO
Former Global Chairman, PROI Worldwide

1411 4th Avenue, Suite 1210 | Seattle, WA 98101 | 206.352.6402
www.frause.com

Contact:
Leilani Geller
646.428.0605
leilani@allisonpr.com

Allison+Partners Expands Pacific Northwest Footprint with Acquisition of Frause

SEATTLE July 30, 2014 – Allison+Partners announced today that it has acquired the clients and employees of Frause, one of the largest independent public relations firms in the Pacific Northwest. Long-time agency leader Bob Frause, APR, Fellow PRSA, is transitioning to an of counsel role for Allison+Partners. The addition of Frause makes Allison+Partners a formidable player in the Seattle market and adds Portland to the agency's network, bringing expanded expertise in advertising, creative services, digital strategies, real estate, government, economic development, research and tourism.

Allison+Partners welcomes the entire Frause Seattle/Portland team, including Senior Vice President Natalie Price, Senior Vice President Creative Services Laura Figueroa Ware, Senior Vice President Research Sue Gillespie, Vice President Media Relations Nathan Hambley and Vice President Operations Lisa Smith. The transaction is effective Aug. 1.

"The addition of the Frause team reinforces our commitment to the region. In recent years, we have seen significant growth in the Pacific Northwest across all of the segments in which we operate," said Phil Carpenter, senior partner, West Coast at Allison+Partners. "Frause's seasoned and versatile strategists will fortify our core practice teams, extend our reach into new sectors and enable us to bring new services to our entire client base."

Bob founded Frause in 1998 with a vision to build an agency culture that allowed professionals to flourish in a collaborative environment where they could produce the best results for clients. His 40 years in the marketing communications field are distinguished by his work on behalf of numerous private sector and public agency clients. In his new role, Bob will continue to advise his clients while also collaborating with Allison+Partners' executive leadership on potential expansion opportunities overseas. Bob is the immediate past Global Chairman of PROI Worldwide, the world's largest partnership of independent PR agencies.

"I am extremely excited about the opportunity this new relationship will provide for me and all of our employees and clients," Frause remarked. "While the decision to make this move wasn't easy, in the end it was clearly obvious: Why wouldn't you want to team up with the firm that was recognized as the 2014 Agency of the Year by the Holmes Report?"

The Frause team joins Allison+Partners under the leadership of Seattle General Manager Richard Kendall. Richard, a former shareholder and executive vice president at Frause until 2012, is a longtime associate of Bob's having been the second employee hired after Frause was founded in 1998. During his time at the agency, Richard launched the real estate practice group, was critical to new business development and staff management and assisted with the opening of Frause's Portland office. His roots run deep in the Seattle community, having worked in the city's public relations agency market for some 25 years. Richard is involved with numerous local organizations including Downtown Seattle Association, Urban Land Institute, the Commercial Real Estate Association (NAIOP) and Bellwether Housing, a nonprofit affordable-housing provider, among others.

"Having worked with Bob for many years, I know our agency cultures are well aligned to deliver outstanding work and a superior client experience born from a truly collaborative environment," said Kendall. "This opportunity brings additional depth to many of Allison+Partners' offerings and expands our capabilities in key areas."

About Allison+Partners

Allison+Partners, an MDC Partners company, is a global communications firm driven by a collaborative approach to innovation and creativity. Named 2014 Agency of the Year by The Holmes Report, the firm is organized around seven practices: Consumer Marketing, Corporate, Global China Practice, Health + Wellness, Public Affairs, Social Impact and Technology + Digital Media and has offices in San Francisco, New York, London, Beijing, Shanghai, Paris, Lyon, Singapore, Chicago, Washington D.C., Silicon Valley, Seattle, Portland, Dallas, Los Angeles, Atlanta, Phoenix and San Diego. The firm has a 50-state grassroots U.S. network and deep affiliations with quality firms worldwide through MDC Partners (NASDAQ: MDCA, Toronto Stock Exchange: MDZ.A), a progressive marketing and communications network, championing the most innovative entrepreneurial talent. Visit us at: www.allisonpr.com.

###

ATTACHMENT
2

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Approve Amendment No. 3 to Contract No. 11-C971 with Frause Full Spectrum Communications	For Council Meeting Agenda of: 9 June 2014 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: NKO 28 MAY 2014 Approved by City Attorney: Approved by Finance Director: 6/28/14 Approved by City Manager:
Proposed Council Action/Motion: Authorize the City Manager to Execute Amendment No. 3 to Contract No. 11-C971 with Frause Full Spectrum Communications	Exhibits/Attachments: 1. Proposed Amendment No. 3 2. Contract Budget Chart 3. Contract No. 11-C971 as amended 4. 28 May 2013 Agenda Package

Expenditure Required $24,000 **Amount Budgeted** $180,214 for Economic Development **Appropriation Required** $0

INFORMATION/BACKGROUND:

Frause has provided marketing, media relations and website messaging consulting services to the City since 2011. The proposed contract amendment will provide the funds necessary to continue Media Relations services for the balance of 2014, and to complete the Media Kit. The funds ($22,400) for continuing Media Relations were approved by the Council as part of the Amendment to the 2013-2014 Budget in May. Amendment No.2 to the contract added Media Relations and Media Kit to the contract scope, and included funds for Media Relations through 2013, anticipating that a budget amendment would be proposed to continue the services through the contract term of December 31, 2014. The amendment will increase the maximum contract amount by $24,000 to $74,700.

Media Relations services have been instrumental in promoting the City in regional and national print and electronic publications.

FISCAL CONSIDERATION:

The recently approved Budget Amendment provides for continuing media relations services, and funds previously budgeted for marketing will cover the minor tasks to complete the Media Kit.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

1. Contine to implement the Economic Development Plan with an emphasis on four key points:
   - Promote the Image of Kenmore

- Develop Downtown
- Support Existing Businesses
- Advance the City's Connection to the Waterfront

ATTACHMENT
1

Contract No. 11-C971
Amendment No. 3

The following section of the marketing and communications consulting services contract dated December 19, 2011, between the City of Kenmore and Frause Full Spectrum Communications is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2: The maximum amount of the contract is $74,700

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

_____

_____

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

ATTACHMENT
2

FRAUSE Contract No. 11-C971 AMENDMENTS **JUNE 2014**

December 2011 Contract Maximum	$4550
Amendment #1	$3950
Contract Maximum with Amendment #1	$8500
Amendment #2:	
Website	
Website Development Support	$2250
Website Copywriting and Editing	$2950
Total Website Scope	$5200
Media Relations	
Media Kit	$5000
Media Relations 10 months @ $3200 per month	$32,000
Total Media Relations Scope	$37,000
Total Amendment #2	$42,200
Contract Maximum with Amendment #2	$50,700
Amendment #3	
Media Relations through 2014 7 months@ $3200	$22,400*
Media Kit Completion	$ 1,600
Total Amendment #3	$24,000
Contract Maximum with Amendment #3	$74,700

*Budget Amendment Approved by Council in May 2013

ATTACHMENT 3

CONTRACT FOR CONSULTANT SERVICES
Contract No. 11-C971

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Frause Full Spectrum Communications, whose principal office is located at 1411 Fourth Avenue, Suite 1210, Seattle, WA 98101 ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

__x__ A sum not to exceed $4550

___ Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on December 1, 2011 and ending June 30, 2012 unless sooner

terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual

orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

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

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

City Manager, City of Kenmore

With a copy to:

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

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

FRANSE
1411 4th Ave, Suite 1210
Seattle, WA 98101

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

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

CITY OF KENMORE, WASHINGTON

By: _____
Frederick C. Stouder

Title: City Manager

Date: 19 DEC 2011

CONSULTANT

By: _____
ROBERT D PRAUSE

Title: CHAIRMAN CEO

Date: 11·21·11

ATTEST AS TO FORM:

_____
Rod Kaseguma, City Attorney

EXHIBIT A

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

EXHIBIT B

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

Maximum Amount: $4550

EXHIBIT C

City of Kenmore
Billing Invoice

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

Invoice Number:_____ **Date of Invoice:**_____

Consultant:_____
Mailing Address:_____
_____

Telephone: ( )_____

Contract Period:_____ **Reporting Period:**_____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program:_____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by:_____ **Date:**_____

EXHIBIT D

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

X Corporation ☐ corp. ____ Partnership ____ Government Consultant

____ Individual/Proprietor ____ Other (explain)

TIN No.: 91-1922251

Social Security No.: _____

Print Name: ROBERT FRAUSE

Title: CHAIRMAN CEO

Business Name: FRAUSE

Business Address: 1411 4th Ave, Suite 810, Seattle, WA 98101

Business Phone: 206-382-6402

11-21-11
Date

Authorized Signature (Required)

C:\Users\lsmith\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\0M89UBMB\Contract 11-C971 Frause.doc

Contract No. 11-C971

FRAUSE

PROJECT ESTIMATE

Client: Maple Valley Cahmber of **Project:** Brochure **Date:** May 17, 2011

City of Kenmore
Economic Development Brochure

Design

Frause will work with the client to create a revised view brochure to support the City's economic development efforts. The brochure will feature existing City photos and will build off the design of recent wayfinding signage. Frause will work with the client to edit and refine existing copy. Design costs include two rounds of editing and two meetings to discuss content, copy and design.

Specifications:

- Final size is 8 ½" x 11"; Overall size is 11" x 17"
- Single fold
- Full-color
- Photos/graphics supplied by the client
- Use existing brand/match wayfinding sign coloring
- Copy editing included
- No printing included

Timeline: Two months completion schedule. Delivery early February, 2012

Cost: $4,500

1411 Fourth Avenue :: Suite 1210 :: Seattle, WA 98101 www.frause.com V 206.352.6402

Prices do not include tax. Frause will provide an updated estimate or change order based on mutually agreed upon creative direction changes. This estimate is valid for 30 days.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: ROGERS & MORGAN 1601 Fourth Ave Suite 2400 Seattle, WA 98101 Robert C Morgan

206-443-2600 / 206-441-4768

INSURED: The Frauenshuh Group, Inc. 1411 Fourth Avenue Suite 1210 Seattle, WA 98101

INSURER A: American Casualty Co — NAIC# 20427
INSURER B: National Fire Ins. Co — NAIC# 20478
INSURER C: Axis Surplus Ins Co
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		X	2000846704	08/01/11	08/01/12	EACH OCCURRENCE $ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 4,000,000 GENERAL AGGREGATE $ 4,000,000 PRODUCTS - COMP/OP AGG $ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			2000846704	08/01/11	08/01/12	EACH OCCURRENCE $ AGGREGATE $
	DEDUCTIBLE RETENTION $						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N N/A		WC2300010366/7	03/20/11	03/20/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 1,000,000
				2000846704 WA STOP GAP	08/01/11	08/01/12	E.L. DISEASE - EA EMPLOYEE $ 1,000,000
C	Professional Liab Deductible $10K			RKN0000043101001	12/02/10	12/02/11	E.L. DISEASE - POLICY LIMIT $ 1,000,000 Occurrence Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Kenmore, its officials, employees and volunteers are included as additional insured as required by written contract on this general liability. Insurance is primary as required by written contract.

CERTIFICATE HOLDER

City of Kenmore
P.O. Box 82607
Kenmore, WA 98028

CANCELLATION

BLANK

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/09) — The ACORD name and logo are registered marks of ACORD

© 1988-2009 ACORD CORPORATION. All rights reserved.

Contract No. 11-C971
Amendment No. 1

The following section of the communications and marketing contract dated 12/19, 2011, between the City of Kenmore and Frause Full Spectrum Communications is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2 The maximum amount of the contract is $8500

Section 3 Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on December 1, 2011 and ending December 31, 2012 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

Exhibit A: Scope is amended to include Key Messaging Development: background research with City Manager/Assistant City Manager; 3 hour session with City leadership plus follow up contacts with Councilmembers who are unable to attend the session; draft messages with proof points that back up the statements; and final key message document. Copies or other third party costs included.

DATED this 15 day of Aug, 2012

CITY OF KENMORE:

BY: _____

Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____
ROBERT J FRAUSE

Title: CHAIRMAN CEO

Address: 1411 4th Ave, Suite 1210
Seattle, WA 98101

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

Contract No. 11-C971
Amendment No. 2

The following section of the communications and marketing consulting services contract dated December 19, 2011, between the City of Kenmore and Frause Full Spectrum Communications is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2 The maximum amount of the contract is $50,700

Section 3 Duration of Agreement. This Agreement will be in full force and effect for a period commencing December 1, 2011 and ending December 31, 2014 unless sooner terminated under the provisions of thie Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

Exhibit A: Scope of Services is amended as attached.

DATED this 28th day of May, 2013.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____
Title: Chairman / CEO
Address: 1411 4th Ave
Suite 1210
Seattle, WA 98101

Attest/Authenticated:

_____
Patty Saffin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

FRAUSE

PROJECT ESTIMATE

Client: City of Kenmore Project: Website Date: 10/19/12

Project Overview

City of Kenmore's website is undergoing a transformation. The city is seeking Frause professional consultation to ensure the final website blends with new branding (in use on street banners and signage), key messages and multiple audience engagement. Frause is offering two different budgets within this project assignment, both of which are independent from each other. One is for the website development support and the other is for copywriting and editing.

Website Development Support

Consulting during the website development process	$2,250

Estimate includes 15 hours of time for Erika Schmidt.

Copywriting and Editing

Website copy development and editing for core pages	$2,950

Estimate includes 15 hours of time for Erika Schmidt and 10 hours for Kate Hudson.

1411 Fourth Avenue :: Suite 1210 :: Seattle, WA 98101 www.frause.com V 206.352.6402

This estimate is valid for 30 days.

FRAUSE

Steps to City of Kenmore Media Relations Work

Step One: City Leadership Priorities

To ensure synchronized media relations work between Frause and the city, it will be essential to determine the priorities of leadership. Once the leadership is able to identify the most important items, the Frause team will collaborate to help define an implementation strategy.

Step Two: Media Kit

The development of a media kit is the second step. We seek to build the city story from many perspectives – business, resident, economic development and tourism, to name a few. The media kit will share shares key messages and story elements. The kit will include fact sheets on the city and its business environment, community demographics, testimonials from local business owners, economic development opportunities, marketing materials, photos and contact information. Media kits are the foundational documents used in a media relations campaign.

Step Three: Media Relations

With a media kit in hand, Frause will work with the City of Kenmore economic development staff to implement a media relations or publicity effort to generate media coverage on the city:

- Research, write and distribute an average of one news release per month. This includes one-on-one follow-up to all appropriate reporters, writers and editors by email, phone and conversation.
- Research, write and distribute an average of one local/regional feature story pitch per month. This includes follow-up with reporters, writers and editors.
- Train economic development staff to act as expert sources for quotes in top real estate, economic development and natural health publications.
- Develop and pitch one national feature story per quarter, assuming there is editorial content of interest to national business publications.
- Respond to media inquiries and connect reporters, writers and editors with appropriate City of Kenmore staff and/or local businesses.
- Maintain the city's economic development media database.
- Develop and maintain an editorial calendar for the placement of feature stories.
- Provide news clippings in electronic and print format to share online and to council members and staff members.

ATTACHMENT
4

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #2 to Contract No. 11-C971 with Frause Full Spectrum Communications	For Council Meeting Agenda of: 28 May 2013 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: NKO 16 May 2013 Approved by City Attorney: Approved by Finance Director: 5/17/13 Approved by City Manager:
Proposed Council Action/Motion: Authorize the City Manager to Execute Amendment #2 to Contract No. 11-C971 with Frause Full Spectrum Communications	Exhibits/Attachments: 1. Budget Summary Chart 2. Proposed Amendment #2 3. Contract No. 11-C971 including Amendment #1

Expenditure Required $42,200	Amount Budgeted $144,900 for Economic Development 2013-2014/$33,000 for Website Services 2013-2014	Appropriation Required $0

INFORMATION/BACKGROUND:
The City has worked with Frause since late 2011 on marketing and strategic communications related to Economic Development, and the proposed amendment covers media relations services and website messaging. This work is a major component of implementing the 2009 Economic Development Strategy goal of promoting the image of Kenmore to attract economic investment. The scope of this amendment covers work through December, 2013. The proposed amendment also extends the term of the contract through December 2014; the scope and budget for additional services in 2014 will be developed later this year.

Previous work with the firm has focused on developing key messages and updating information for promotional materials. Frause produced concise fact sheets to promote the Kenmore Village property offering and the Town Green proposal for the State Capital Budget for the 2013 Legislative Session.

FISCAL CONSIDERATION:
The 2013-2014 Budget includes funds for marketing and website development.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Continue to Implement the Economic Development Strategy

ATTACHMENT
#1

FRAUSE Contract No. 11-C971 AMENDMENTS **MAY 2013**

December 2011 Contract Maximum	$4550
Amendment #1	$3950
Contract Maximum with Amendment #1	$8500
Amendment #2:	
Website	
Website Development Support	$2250
Website Copywriting and Editing	$2950
Total Website Scope	$5200
Media Relations	
Media Kit	$5000
Media Relations 10 months @ $3200 per month	$32,000
Total Media Relations Scope	$37,000
Total Amendment #2	$42,200
Contract Maximum with Amendment #2	$50,700

ATTACHMENT
#2

Contract No. 11-C971
Amendment No. 2

The following section of the communications and marketing consulting services contract dated December 19, 2011, between the City of Kenmore and Frause Full Spectrum Communications is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2 The maximum amount of the contract is $50,700

Section 3 Duration of Agreement. This Agreement will be in full force and effect for a period commencing December 1, 2011 and ending December 31, 2014 unless sooner terminated under the provisions of thie Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

Exhibit A: Scope of Services is amended as attached.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

_____

_____

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

FRAUSE

PROJECT ESTIMATE

Client: City of Kenmore Project: Website Date: 10/19/12

Project Overview

City of Kenmore's website is undergoing a transformation. The city is seeking Frause professional consultation to ensure the final website blends with new branding (in use on street banners and signage), key messages and multiple audience engagement. Frause is offering two different budgets within this project assignment, both of which are independent from each other. One is for the website development support and the other is for copywriting and editing.

Website Development Support

Consulting during the website development process	$2,250

Estimate includes 15 hours of time for Erika Schmidt.

Copywriting and Editing

Website copy development and editing for core pages	$2,950

Estimate includes 15 hours of time for Erika Schmidt and 10 hours for Kate Hudson.

1411 Fourth Avenue :: Suite 1210 :: Seattle, WA 98101 www.frause.com V 206.352.6402

This estimate is valid for 30 days.

FRAUSE™

Steps to City of Kenmore Media Relations Work

Step One: City Leadership Priorities

To ensure synchronized media relations work between Frause and the city, it will be essential to determine the priorities of leadership. Once the leadership is able to identify the most important items, the Frause team will collaborate to help define an implementation strategy.

Step Two: Media Kit

The development of a media kit is the second step. We seek to build the city story from many perspectives – business, resident, economic development and tourism, to name a few. The media kit will share shares key messages and story elements. The kit will include fact sheets on the city and its business environment, community demographics, testimonials from local business owners, economic development opportunities, marketing materials, photos and contact information. Media kits are the foundational documents used in a media relations campaign.

Step Three: Media Relations

With a media kit in hand, Frause will work with the City of Kenmore economic development staff to implement a media relations or publicity effort to generate media coverage on the city:

- Research, write and distribute an average of one news release per month. This includes one-on-one follow-up to all appropriate reporters, writers and editors by email, phone and conversation.
- Research, write and distribute an average of one local/regional feature story pitch per month. This includes follow-up with reporters, writers and editors.
- Train economic development staff to act as expert sources for quotes in top real estate, economic development and natural health publications.
- Develop and pitch one national feature story per quarter, assuming there is editorial content of interest to national business publications.
- Respond to media inquiries and connect reporters, writers and editors with appropriate City of Kenmore staff and/or local businesses.
- Maintain the city's economic development media database.
- Develop and maintain an editorial calendar for the placement of feature stories.
- Provide news clippings in electronic and print format to share online and to council members and staff members.

January 9, 2019

ATTACHMENT
3

CONTRACT FOR CONSULTANT SERVICES
Contract No. 11-C971

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Franse Full Spectrum Communications, whose principal office is located at 1411 Fourth Avenue, Suite 1210, Seattle, WA 98101 ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

__x__ A sum not to exceed $4550

___ Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on December 1, 2011 and ending June 30, 2012 unless sooner

terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual

orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

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

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

City Manager, City of Kenmore

With a copy to:

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

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

FCS GROUP
1411 4th Ave, Suite 1210
Seattle, WA 98101

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

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

CITY OF KENMORE, WASHINGTON

By: _____
Frederick C. Stouder

Title: City Manager

Date: 19 DEC 2011

CONSULTANT

By: _____
ROBERT D PRAUSE

Title: CHAIRMAN/CEO

Date: 11-21-11

ATTEST AS TO FORM:

_____
Rod Kaseguma, City Attorney

C:\Users\lsmith\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\AM9LBM8\Contract 11-C971 Prause.doc

EXHIBIT A

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

EXHIBIT B

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

Maximum Amount: $4550

EXHIBIT C

City of Kenmore
Billing Invoice

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

Invoice Number:_____ **Date of Invoice:**_____

Consultant:_____
Mailing Address:_____
_____
Telephone: ( )_____

Contract Period:_____ **Reporting Period:**_____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program:_____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by:_____ **Date:**_____

EXHIBIT D

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

X Corporation = c of P. ____ Partnership ____ Government Consultant

____ Individual/Proprietor ____ Other (explain)

TIN No.: 91-1922251

Social Security No.: _____

Print Name: ROBERT FERNOE

Title: CHAIRMAN CEO

Business Name: FERNOE

Business Address: 411 4th Ave, Suite 210, Seattle, WA 98101

Business Phone: 206-352-6407

11-21-11
Date

Authorized Signature (Required)

C:\Users\lsmith\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\0M89UBMB\Contract 11-C971 Fernoe.doc

Contract No. 11-C971

PROJECT ESTIMATE

FPause

Client: Maple Valley Cahmber of Project: Brochure Date: May 17, 2011

City of Kenmore
Economic Development Brochure

Design

Fpause will work with the client to create a revised view brochure to support the City's economic development efforts. The brochure will feature existing City photos and will build off the design of recent wayfinding signage. Fpause will work with the client to edit and refine existing copy. Design costs include two rounds of editing and two meetings to discuss content, copy and design.

Specifications:

- Final size is 8 ½" x 11", Overall size is 11" x 17"
- Single fold
- Full-color
- Photographics supplied by the client
- Use existing brand/match wayfinding sign coloring
- Copy editing included
- No printing included

Timeline: Two months completion schedule. Delivery early February, 2012

Cost: $4,500

1411 Fourth Avenue :: Suite 1210 :: Seattle, WA 98101 www.fpause.com V 206 352 6402

Prices do not include tax. Fpause will provide an updated estimate or change order based on mutually agreed upon creative direction changes. This estimate is valid for 30 days.

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ROGERS & MORGAN
1001 Fourth Ave Suite 2600
Seattle, WA 98101
Marci Gonzalez
206-443-2600
206-441-6752

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
CUSTOMER ID #: FRAUS-1

INSURED
The Frauss Group, Inc.
1411 Fourth Avenue Suite 1210
Seattle, WA 98101

INSURERS AFFORDING COVERAGE — NAIC #
INSURER A: American Casualty Co — 20427
INSURER B: National Fire Ins. Co — 20478
INSURER C: Axis Surplus Ins Co
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		2080546704	08/01/11	08/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			2080546704	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2080103687 2080546704 WA STOP GAP	03/20/11 08/01/11	03/20/12 08/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab Deduct $10K			PCN0000541010/01	12/02/10	12/02/11	Occurrence Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Kenmore is additional insured as required by written contract on the general liability. Insurance is primary as required by written contract.

CERTIFICATE HOLDER — BLANK

City of Kenmore
P.O. Box 82607
Kenmore, WA 98028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marci Gonzalez

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09) — The ACORD name and logo are registered marks of ACORD

Contract No. 11-C971
Amendment No. 1

The following section of the communications and marketing contract dated 12/19, 2011, between the City of Kenmore and Frause Full Spectrum Communications is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2 The maximum amount of the contract is $8500

Section 3 Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on December 1, 2011 and ending December 31, 2012 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

Exhibit A: Scope is amended to include Key Messaging Development: background research with City Manager/Assistant City Manager; 3 hour session with City leadership plus follow up contacts with Councilmembers who are unable to attend the session; draft messages with proof points that back up the statements; and final key message document. Copies or other third party costs included.

DATED this 15 day of Aug, 2012

CITY OF KENMORE:

BY: _____

Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____ ROBERT D FRAUSE

Title: CHAIRMAN CEO

Address: 1411 4th Ave, Suite 1210
Seattle, WA 98101

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

Business of the City Council
City of Kenmore, WA

Subject: **Hand-powered Watercraft Concession Services at Log Boom Park**	**For Council Meeting Agenda of:** December 15, 2014 **Department: City Manager's Office** **Prepared by: Rob Karlinsey** **Initial & Date** **Approved by City Manager:** RBK 12-3-14 **Approved by City Attorney:** Rob K via email **Approved by Finance Director:** 12/13/14
Proposed Council Action/Motion: **Approve Contract 14-C1329 with Holmes-It LLC, dba WhatsSup Stand Up Paddle and Surf substantially and materially in the form attached hereto.**	**Exhibits/Attachments:** Contract 14-C1329 Proposal from WhatsSup Request for Proposals

Expenditure Required: approx $2,000/year. Expected revenues to the City: $2,000 to $3,000 per year. **Amount Budgeted**: $2,000/year **Appropriation Required**: $0

INFORMATION/BACKGROUND:

Based on public input, one of the City Council's priority goals is to advance the public's connection with Kenmore's waterfront. In response to the public's desire for more water access, the City Council has made it a priority to improve and facilitate public activation of the water.

In keeping with this priority, the City recently produced and sent out a Request for Proposals for Hand-powered Watercraft Concession Services at Log Boom Park (See attached RFP). The City advertised the RFP in the Seattle Times, Kenmore Reporter, and City website. In response to the RFP, the City received a proposal from Holmes-It LLC, dba WhatsSup Stand Up Paddle and Surf to provide hand-powered watercraft concession services at Log Boom Park.

The proposal is attached and includes rentals for various forms of hand-powered watercraft, including kayaks, canoes, and stand up paddle boards. The proposal also includes beach bike rentals. WhatsSup has been providing these concession services at Log Boom Park for the last two seasons, and they are willing and eager to make the capital investments necessary to grow their operation at Log Boom Park.

In order to allow WhatsSup to make the capital investment necessary to grow and establish their programs, they are requesting a five year term in the attached agreement. If this agreement is approved, WhatsSup will continue to operate at Log Boom Park primarily in the summer months, with some overlap in the spring and fall.

FISCAL CONSIDERATION:

The City will receive 10% of WhatsSup's gross revenues generated at Log Boom Park. This 10% share is estimated at $2,000 to $3,000 per season. In the proposed agreement, the City is committing to provide two containers for boat and equipment storage, at a cost of about $2,000 per season.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goal 5: Advance the public's access and connection to the waterfront

Contract No. 14-C1329

AGREEMENT FOR PARK PROPERTY USE AND CONCESSION

THIS AGREEMENT is made and entered into this 16th day of December 2014, by and between the CITY OF KENMORE, a municipal corporation, hereinafter referred to as "City", and Holmes-It LLC, dba WhatsSup Stand Up Paddle and Surf, hereinafter referred to as "Vendor."

WITNESSETH:

City hereby grants to Vendor the nonexclusive right, license, and privilege to utilize Log Boom Park in Kenmore, hereinafter referred to as "the Park," and facilities located in the Park, in the manner and for the purpose hereinafter specified. The following terms, conditions, and covenants shall govern this Agreement:

GRANT OF USE--SERVICES

Vendor is granted the nonexclusive right to operate and conduct the activities and services described at Exhibit A, Scope of Services ("Services") in the portion of the Park described and depicted on Exhibit B ("Premises"). Exhibit B contains a description and schedule of Services, description of equipment, marketing and promotional plans, rental cost, safety requirements, staff responsibilities and requirements, storage, signage, and cleanup responsibilities. Prices charged by the Vendor to patrons for the Services must be comparable and competitive with (or lower than) those generally charged in the area for similar Services. The City, acting through the City Manager or designee, may approve changes to the rental cost and other provisions of Exhibit B upon request of Vendor.

If any part of Exhibit B conflicts with this Agreement (other than Exhibit B), this Agreement (other than Exhibit B) shall prevail. Vendor's representations and commitments in Exhibit B shall be binding on Vendor.

In return for use of the Premises, Vendor shall pay the City ten percent (10.0%) of Vendor's gross revenues collected for the Services, payable in monthly installments by the 10th day of each month.

TERM OF AGREEMENT

This Agreement shall be begin on January 1, 2015 and end on December 31, 2019.

LICENSING AND OTHER REQUIREMENTS

Vendor shall, at its own expense, obtain all necessary licenses for the Services. Vendor shall possess a City business registration at all times while doing business in the City. Any modifications or improvements to the Premises required by regulatory agencies, or any modifications or improvements mutually agreed upon by Vendor and the City, shall be installed at the sole expense of Vendor and requires advance written approval from the City Manager or designee. It is the responsibility of Vendor to obtain all applicable permits needed to install the

modifications or improvements. The modifications and improvements shall become the property of the City upon completion of installation; provided that Vendor shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

INDEPENDENT CONTRACTOR

This Agreement is not a contract of employment and Vendor is an independent entity with respect to the business and Services hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Any assistants, volunteers, or other help used by Vendor are and shall be deemed to be employees of Vendor and not employees of the City. Vendor shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

For all of its business, use and activities under this Agreement, Vendor shall obtain and maintain for the duration of this Agreement, policies of Commercial General Liability with combined single limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate with an insurer having no less than an AM Best rating of A VII and authorized to do business in the State of Washington. A $2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. City shall be named as an additional insured and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance. Vendor shall provide a Certificate of Insurance with applicable Additional insured endorsements for both the CGL coverage and products/completed operations with the City prior to Vendor using the Park and/or providing services.

Vendor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The insurance policy shall contain or be endorsed to contain that the Vendor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage shall be excess of the Vendor's insurance and shall not contribute with it.

HOLD HARMLESS/INDEMNIFICATION

Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Vendor with respect to any and all Services conducted by or activities engaged in by Vendor in the Park or Premises, or construction of modifications or improvements under this Agreement, except for injuries and damages caused by the sole negligence of the City.

RULES GOVERNING CONCESSION OPERATION

Vendor may only operate during daylight hours, but in any event no sooner than 7:00 am and no later than to 8:00 pm. During all hours of operation, Vendor shall maintain on duty adequate personnel to comply with all terms and conditions of this Agreement.

Vendor shall at all times keep its area of business and use free of clutter, litter and debris, and stains and spills related to the business and use. All trash generated by Vendor's operation shall be collected and disposed of as soon as possible by Vendor.

Except as provided in Exhibit B, Vendor shall not place any type of signage or advertisement of its Services and use without written permission from the City Manager or his/her designee, and, if such permission is granted, until appropriate permits are obtained.

Vendor acknowledges that the primary purpose of the Park is for public use and enjoyment. Vendor shall not prevent the public from accessing and enjoying the Park or its beach and other facilities.

Vendor shall not have the right to designate parking at the Park for Vendor staff or participants.

City reserves the right to repair, remove, change, relocate, add to, improve, or modify any of the structures or physical features in the Park at any time, including moorage facilities, the beach, pathways, restrooms, parking lot, driveway access, etc. Vendor recognizes that any such removal, change, modification or construction may render any or all of the Park facilities unusable for a period of time. Any such removal, change, modification or construction and resulting inability to use the Park facilities shall not be a breach of this Agreement.

EQUIPMENT STORAGE

Vendor may store its kayaks, canoes, SUP's, bicycles, and all equipment and supplies related to the Services ("Equipment and Supplies") in two containers provided by the City and at a location in the Park designated by the City Manager or his/her designee. The City at its sole discretion shall determine the proper locations of the containers. Vendor may use additional containers in the manner and in the locations approved by the City Manager or his/her designee. The City is not responsible for lost, stolen, or damaged Equipment and Supplies .

All Vendor-owned Equipment and Supplies must be removed from the Park within seven (7) days of the last day of this Agreement.

SAFETY AND SAFETY EQUIPMENT

Vendor will operate the Services and use the Premises according to accepted industry and US Coast Guard approved standards. When in or on the water, every patron will, at all times and without exception, wear a personal flotation device that is Coast Guard approved and meets additional "safe for use" guidelines. Vendor staff must be trained in recreational water safety standards and must be present and on site at all times during water activities. Patrons and

users must be provided safety instructions and taught how to properly enter and exit the water, and navigate their watercrafts. Vendor shall comply with all Washington State and US Coast Guard water safety laws. Vendor must have written rules and procedures for water activities, including an emergency action plan specific to the Premises location. In addition, Vendor staff must be First Aid and CPR-certified, and First Aid kits must be located on site and accessible to staff. The standards and requirements of this section have been promised to the City by Vendor according to standards that are known to and understood by Vendor. The City shall not be required to enforce these standards and requirements, and shall not be responsible for Vendor's adherence to them.

TERMINATION OF AGREEMENT

In the event Vendor breaches any term of this Agreement, or in the event Vendor violates any local, City, County, State or Federal laws applicable to its operations and activities hereunder, the City may terminate this Agreement upon ten (10) days written notice to Vendor. However, the City Manager or his/her designee may order Vendor to cease operations or the Services immediately should the City Manager or his/her designee determine such operations or Services are detrimental to public safety, health or welfare. In the event of termination, Vendor agrees the City shall have the right to dispose of all Equipment and Supplies and other property used by Vendor in its operations and Services that has not been removed by Vendor by the ending date of this Agreement. Notwithstanding the foregoing, each Party reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving twenty (20) days notice.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the Parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both Parties.

SUCCESSORS AND ASSIGNS

Vendor shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

Vendor shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bonafide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

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

CITY OF KENMORE, WASHINGTON	HOLMES-IT LLC, dba WHATSSUP STAND UP PADDLE AND SURF
By:_____	By: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibit A

Scope of Services

The Scope of Services for this Agreement is contained in Section 4 of Vendor's proposal received by the City on October 20, 2014, which is attached to this Exhibit A.

RECEIVED
OCT 20 2014
CITY OF KENMORE

WhatsSup Stand Up Paddle and Surf

10150 N.E. 201st Street

Bothell, WA 98011

425-417-8637

Steve Holmes

10150 N.E. 201st Street

Bothell, WA 98011

425-417-8637

surf@whatssup.net

2. A description of the organization responsible for overall management of the rental services ("management organization"), including status as a limited liability corporation, partnership, etc.; mission; and other pertinent information.

WhatsSup Stand Up Paddle and Kayak was formed and registered in 2010 as an LLC- UBI#602 794 894 WhatsSup is committed to connecting the communities to the local waterways, offering safe and fun water activities through their rentals and SUP lessons. WhatsSup has been operating at The Park at Bothell Landing from 2010 to present and at Log Boom Park in Kenmore from 2013 to present. We offer Stand Up Paddle board, kayak, canoe and bike rentals and Stand Up Paddle Board lessons. We are connecting our cities through our WhatsSup Adventure where you take any rental (Sup, Kayak, Canoe) from the Park at Bothell Landing and paddle to Log Boom Park, jump on a beach cruiser bike and pedal back on the Burke Gilman Trail to the Landing.

3. A list of and resumes for the person in the management organization who will be directly involved in and responsible for the overall management of the rental services. Also, a description of each such person's experience in the rental of hand powered watercraft (and bicycle rentals if included in the proposal) and instruction in such watercraft.

Steve grew up in Honolulu, Hawaii, where he took to the water at an early age. A member of the Waikiki Surf Club, Steve was a contest regular, competing with friends who later turned pro and then played important roles in the renaissance of stand-up paddle. At 14, still in school, Steve signed on as a safety diver for Skin Diving Hawaii. He ended up piloting dive boats for several local companies before starting his own dive business in 1978. Steve's Diving Adventures, a 5-Star PADI training facility, became the largest dive operator in the Islands. With three boats running seven days a week, Steve's offered SCUBA and skin-diving instructions and a range of open-water tours. The firm grew to include full-service retail outlets, surfboard sales and rentals, ground tours, and a Maui location, plus performed commercial underwater salvage. He and his boats made numerous crossings of the Molokai Channel as escorts during outrigger canoe and kayak races. Following a move to the Northwest in 1991, Steve joined the Virginia V Foundation in 2002 as a volunteer crew member, later becoming a captain of the vessel. He is a member of the foundation's board of trustees, serving as president for the term 2009-2012. He is now serving as Immediate Past President, Board Member. Steve is a member of the Kenmore Business Alliance, Bothell's Downtown Action Committee and The Greater Bothell Chamber.

*Licensed USCG boat captain over 30 years *Water safety advisor *In charge of water safety practices with staff *Instructor for water safety-man overboard maneuvers *Experience in boating from kayaks to vessels up to 150 feet

4. A detailed description of the services to be provided. The detailed description shall include the following:

a. Services to be provided.

* Rental of Stand Up Paddle Boards, Kayaks, Canoes and Beach Cruiser Bikes. Rentals are by the hour

* Stand Up Paddle Board Lessons

* Sales of refreshments and snacks

* WhatsSup Combo Adventure where participants can paddle from one location to the other and pedal back on the Burke Gilman Trial

b. Schedule availability of services

WhatsSup will be open from May 1 through September, with the option to open in October should weather permit, a seasonal operation

c. Requirements for participation in services, such as age, experience, certification, membership, etc.

* Participants must sign waiver – If a minor parents must sign for them

*Participants must have no medical or physical conditions which could interfere with their safety

*Must be good swimmers

* All Participants must wear a personal floatation device

* All Participants must wear a leash while on a SUP Board

d. Benefits to City residents resulting from the services.

* Provide fun affordable quality rental equipment to residents

* Offer paddling destinations

* Bringing in residents from surrounding communities to enjoy Kenmore's waterfront

* Enhance and promote Kenmore waterfront activities

e. Marketing and promotional plans for the services.

* Maintain existing website and Facebook page/social media

* Brochure

* Advertisements in the Bothell Kenmore Reporter and Woodinville Weekly

* Listed in Kenmore Business Directory

* Bothell /Kenmore Reporter Directory (full page ad effective 10/17/14)

* Networking through KBA and Bothell Downtown Action Committee

* Greater Bothell Chamber events/advertising

* Donations to non-profits and to the public

* Continued word of mouth (since operating at Bothell Landing from 2010)

f. Plan for highlighting and promoting the City of Kenmore in marketing and promotional plans.

* Continued advertising as listed above

* Through the WhatsSup Combo Adventure linking both cities

*Promoting Kenmore Business through being a committee member of the Kenmore Business Alliance.

g. Utilization of Park facilities

As in the past two years we will require containers to house our equipment we would like two 20 foot containers. They will be located by the beach area located west of the restrooms.

Signage will be placed to let the public know where the rental concession is located.

WhatsSup would like to add a trailer office for employees for added safety and security.

Have the option to move to the pier for expansion.

h. Plan for ensuring continued public use during operation of the services.

The concession will not inhibit the public use of the beach area.

i. Approximate rental cost of each hand powered watercraft or bicycle (if applicable) and any other type of service.

Kayak rentals – Double (Tandem) $20.00 first hour each additional $10.00

Single $15.00 first hour each additional $10.00

Single Sit-in kayak - $20.00 first hour each additional $10.00

Double Sit-in kayak - $25.00 first hour each additional $10.00

Canoe rental - $20.00 first hour each additional $10.00

SUP rental - $18.00 first hour each additional $12.00

Beach Cruiser Bike rental - $9.00 per hour - $35.00 day rental

SUP Lessons - $40.00 per person 60 minute lesson

Combo Adventure - $60.00 per person (4 hour adventure)

j. Commitment to safety, including general approach to safety and safety requirement for employees and patrons.

* PFD (personal floatation device) approved by the USCG must be worn while on the water on any watercraft

* Leash must be worn while on a SUP Board

* Crew members will be CPR /first aid certified

* General instruction is provided

k. Description of property maintenance and utility services expected to be provided by the City

* No utility service is required at this time by WhatsSup, other than what is already provided to the park by the City

*Regular maintenance of surrounding area of the concession will be provided by WhatsSup

* WhatsSup has adopted Log Boom Park and holds 2 cleanups each year, spring and fall. Kayaks and SUP Boards are provided to volunteers to help clean the shoreline

l. Description, location, installation, removal and time period in the park for any equipment storage containers or structures. Indicate whether the City; will be expected to provide such containers or structures.

WhatsSup will require the City provide minimum of two 20 ft containers to be located at the beach access area of the park located west of the restrooms to house rental equipment. Containers will be needed from May 1 through September 30th each season.

m. Description of need and responsibility for signage (A-board signs, etc.)

WhatsSup currently has three A-board signs which have been provided by the City showing name, service and directional, and two 3x5 to be placed on the containers.

n. Rent amount or percentage of revenue to be paid to the City for use of the Park and the right to engage in the concession.

Percentage of revenue to be paid to the City will be 10% of gross

o. A description of any improvements and/or property maintenance services the organization will provide that are essential to the services: or conversely, any improvements to the Park that the City must complete prior to commencement of services.

WhatsSup will ensure the beach area is left clean at the end of each day

p. If the services will be provided to youth and/or vulnerable populations a written commitment that the persons involved in such type of services will be subject to full background checks.

WhatsSup will commit to having full background checks on staff involved in providing services to youth and/or vulnerable population.

q. Optional but preferred: Business plan or preliminary budget for the services, including anticipated revenues and expenditures.

WhatsSup started at Log Boom Park in 2013 with 6 Kayaks, 6 SUP Boards, one canoe and 2 bikes, bringing in total revenue of $10164. With continued advertisements and speaking with Kenmore residents and businesses about the waterfront activities available in Kenmore, WhatsSup added 6 more kayaks & 10 more SUP Boards in 2014 bringing in total revenue of $26526.

We will be bringing in an additional 6 Kayaks, 6 SUP Boards and 6 Bikes for 2015 with anticipated revenue of $36,000.00.

r. Optional but preferred: Discounts and/or no cost services for low income participants

$5.00 off each rental for UW, Cascadia and Bastyr University students, Donations to non-profits for kayak, Sup, canoe rentals and combo adventures, approximately 10 per season.

5. For each organization, the names of and contact information for at least two references for each director or board member or owner, as applicable, and for the lead persons. The references may be past/present employers, past/present clients, and /or reputable members of the community.

Keith Turner – 978-870-6703

Toby Wilkins – 206-351-8840

Lori Cadwell – 425-485-4353

Henry Goren - 818-636-7061

Brittany Beck -425-485-4353

6. A statement of ability to satisfy the insurance coverage requirements in the contract template at Exhibit B to this RFP, together with the name and address of the insurance agent.

WhatsSup will provide the insurance coverage requirements as stated in the contract template Exhibit B. See attached

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/24/2014

PRODUCER
Servco Insurance Services
1100 Dexter Ave. N., Suite 220

Seattle, WA 98109

INSURED WHATSSUP STAND UP PADDLE & SURF

STEVE & CECILIA HOLMES DBA:
10150 NE 201ST ST
BOTHELL, WA 98011-2438

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Western Heritage Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	SCP0896770-02	05/01/2014	05/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ INCLUDED
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	THIS CONTRACT IS REGISTERED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE INSURANCE CODE OF THE STATE OF WASHINGTON, TITLE 48 RCW. IT IS NOT PROTECTED BY ANY WASHINGTON STATE GUARANTY ASSOCIATION LAW. PACIFIC COAST E&S INSURANCE SERVICES			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				W/C STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is additional insured as their interest may appear.

***10 Days Notice of Cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER

City of Kenmore Parks and Recreations Office
18120 68th Ave NE
Bothell, WA 98028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)
DS#2615716

©ACORD CORPORATION 1988

Exhibit B

Area of Operation of Services

Vendor may operate on and near the Log Boom Park beach west of the restrooms. Vendor may expand or move its operations to other location(s) in the park, but only with prior written approval by the City Manager. The City may approve or deny expansion or relocation requests at City's sole discretion.



City of Kenmore, Washington **RFP 14-C1329**
REQUEST FOR PROPOSAL (RFP)
September 26, 2014
Hand Powered Watercraft Concession Services

The City of Kenmore is accepting proposals from organizations to provide hand powered watercraft (such as kayak, canoe, and stand-up paddle board) rental services (required) and bicycle rental services (optional but preferred) (hereafter, "rental services" or "services") at Log Boom Park in Kenmore, Washington starting in the 2015 summer season. For the purposes of this Request for Proposal, the term "bicycle" includes various forms of human-powered peddling vehicles that can legally operate on the Burke Gilman Trail. Services are expected to be provided in the months of May through September, although the City is open to services being provided during other months as well. The City is willing to consider an agreement for services for a minimum of two years, but no longer than three years, with the ability of both parties to mutually agree to extensions.

The City of Kenmore owns Log Boom Park on the northern shore of Lake Washington. The Park is adjacent to the Burke Gilman Trail and one block south of Bothell Way (SR 522). The Park's waterfront facilities include a long pier and a small beach access. The Park has public restrooms and other park amenities. A hand-powered watercraft concessionaire has been operating at the Park for the past two summers.

All written proposals must include the following:

1. A cover page that includes the name, address, and general phone number of each organization, and the same information plus email address of the primary contact person for each organization.
2. A description of the organization responsible for overall management of the rental services ("management organization"), including status as a limited liability corporation, partnership, etc.; mission; and other pertinent information.
3. A list of and resumes for the persons in the management organization who will be directly involved in and responsible for the overall management of the rental services. Also, a description of each such person's experience in the rental of hand powered watercraft (and bicycle rentals if included in the proposal)and instruction in such watercraft.
4. A detailed description of the services to be provided. The detailed description shall include the following:
    a. Services to be provided.
    b. Schedule availability of services.

c. Requirements for participation in services, such as age, experience, certification, membership, etc.
d. Benefits to City residents resulting from the services.
e. Marketing and promotional plans for the services.
f. Plan for highlighting and promoting the City of Kenmore in marketing and promotional plans.
g. Utilization of Park facilities.
h. Plan for ensuring continued public use during operation of the services.
i. Approximate rental cost of each hand-powered watercraft or bicycle (if applicable), and any other type of service.
j. Commitment to safety, including general approach to safety and safety requirements for employees and patrons.
k. Description of property maintenance and utility services expected to be provided by the City.
l. Description, location, installation, removal and time period in the Park for any equipment storage containers or structures. Indicate whether the City will be expected to provide such containers or structures.
m. Description of need and responsibility for signage (A-board signs, etc.)
n. Rent amount or percentage of revenue to be paid to the City for use of the Park and the right to engage in the concession.
o. A description of any improvements and/or property maintenance services the organization will provide that are essential to the services; or conversely, any improvements to the Park that the City must complete prior to commencement of services.
p. If the services will be provided to youth and/or vulnerable populations, a written commitment that the persons involved in such type of services will be subject to full background checks.
q. Optional but preferred: Business plan or preliminary budget for the services, including anticipated revenues and expenditures.
r. Optional but preferred: Discounts and/or no cost services for low income participants.

5. For each organization, the names of and contact information for at least two references for each director or board member or owner, as applicable, and for the lead persons. The references may be past/present employers, past/present clients, and/or reputable members of the community.

6. A statement of ability to satisfy the insurance coverage requirements in the contract template at Exhibit B to this RFP, together with the name and address of the insurance agent.

Evaluation of the proposals will be based on the following:

- Demonstrated ability to provide sufficient and proper rental equipment for a robust hand-powered watercraft concession at the Park.
- Organizational experience and expertise related to the provision of proposed services.
- Schedule for implementing the services.
- Demonstration and validation of commitment to safety.
- Cost to the City and to participants.
- Local ties to the City and demonstration of ability to promote the City.
- Physical location of same or similar services in neighboring waterfront communities, thereby providing one-way waterfront connections and paddling destinations for patrons.
- Creative or alternative combination of concession services, such as bicycle rentals that take advantage of the Burke Gilman Trail or other nearby amenities and features.
- Approach and ability to be inclusive and affordable to the broader community, including but not limited to discounts and/or no cost services for low income participants.
- Positive feedback from references.
- Proof of required insurance coverage.

The contract template for the services to be provided is in Exhibit B to this RFP. By submitting a proposal, the organization agrees to the terms and conditions of the contract template. The organization must provide proof of being established as a legitimate organization recognized by and in good standing with the State of Washington.

An optional pre-submittal walkthrough of the Park has been scheduled for October 9, 2014 at 11:30 am. Those attending the walk-through should park in the Log Boom Park parking lot and meet near the shore just west of the restrooms.

Deadline for Submitting Proposals: The City of Kenmore requests that all proposals be submitted before **noon on October 24, 2014**.

Interested organizations may apply at no cost by visiting the City's website at www.kenmorewa.gov and clicking on "Hand Powered Watercraft Concession Services RFP" under News Updates on the right side of the screen. For questions, call 425-398-8900 or email rkarlinsey@kenmorewa.gov.

Proposals shall be submitted to:

City of Kenmore
Hand Powered Watercraft Concession Services RFP

18120 68th Avenue NE
Kenmore, WA 98028

Or emailed to: rkarlinsey@kenmorewa.gov (Emailed proposals should be attachments in MS Word or PDF format.)

In accordance with Title VI of the Civil Rights Act of 1964, the City hereby assures that no business or person shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under the City's programs, activities, or services. In addition, the selected organization, with regard to the work performed during the contract, shall affirmatively support non-discrimination practices, including in the selection and retention of subcontractors and in the procurement of material and equipment.

Exhibit A

Site Map



Exhibit B

Contract Template

Contract No. 14-C1298

AGREEMENT FOR PARK PROPERTY USE AND CONCESSION

THIS AGREEMENT made and entered into this _____day of _____ 2014, by and between the CITY OF KENMORE, a municipal corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "_____."

WITNESSETH:

City hereby grants to _____ the non-exclusive right, license, and privilege to utilize Log Boom Park in Kenmore, hereinafter referred to as "the Park," and facilities located in the Park, in the manner and for the purpose hereinafter specified. The following terms, conditions, and covenants shall govern this Agreement:

GRANT OF USE--SERVICES

_____ is granted the non-exclusive right to operate and conduct the activities and services described at Exhibit A, Scope of Services, for the public at the Park (the "Services"). The Services shall occur at the Park at the location depicted on Exhibit B (the "Premises"). In return for use of the Premises and the Park to conduct the Services, _____ shall pay the City _____.

Prices charged by the _____ to patrons for the Services must be comparable and competitive with (or lower than) those generally charged in the area for similar Services.

TERM OF AGREEMENT

This Agreement shall be begin on ____, 2014 and end on _____.

LICENSING AND OTHER REQUIREMENTS

_____ shall, at its own expense, obtain all necessary licenses for the Services. _____ shall possess a City business registration at all times while doing business in the City. Any modifications or improvements to the Premises required by regulatory agencies, or any modifications or improvements mutually agreed upon by _____ and the City, shall be installed at the sole expense of _____ and requires advance written approval from the City Manager or

his/her designee. It is the responsibility of _____ to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City upon completion of installation; provided that _____ shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

INDEPENDENT CONTRACTOR

This Agreement is not a contract of employment and _____ is an independent entity with respect to the business and Services hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Any assistants, volunteers, or other help used by _____ are and shall be deemed to be employees of _____ and not employees of the City. _____ shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

For all of its business, use and activities under this Agreement, _____ shall obtain and maintain for the duration of this Agreement, policies of Commercial General Liability with combined single limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate with an insurer having no less than an AM Best rating of A VII and authorized to do business in the State of Washington. A $2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. City shall be named as an additional insured and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance. _____ shall provide a Certificate of Insurance with applicable Additional insured endorsements for both the CGL coverage and products/completed operations with the City prior to _____ using the Park and/or providing services.

_____'s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of _____to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The insurance policy shall contain or be endorsed to contain that the _____'s insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage shall be excess of the _____'s insurance and shall not contribute with it.

HOLD HARMLESS/INDEMNIFICATION

_____ shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of _____ with respect to any and all Services conducted by

_____, use of the Park and construction of modifications or improvements under this Agreement, except for injuries and damages caused by the sole negligence of the City.

RULES GOVERNING CONCESSION OPERATION

_____ may only operate during daylight hours, but in any event no sooner than 7:00 am and no later than to 8:00 pm. During all hours of operation, _____ shall maintain on duty adequate personnel to comply with all terms and conditions of this Agreement.

_____ shall at all times keep its area of business and use free of clutter and litter and debris, stains and spills related to the business and use. All trash generated by _____'s operation shall be collected and disposed of as soon as possible by _____.

_____ shall not place any type of signage or advertisement of its Services and use without written permission from the City and, if such permission is granted, until appropriate permits are obtained.

_____ shall not have the right to designate parking at the Park for _____ staff or participants.

EQUIPMENT STORAGE

The _____ may store its hand powered watercraft [*and bicycles?*] and all equipment and supplies related to the Services in _____ and no other location in the Park. The City is not responsible for lost, stolen, or damaged handpowered watercraft, [*bicycles?*], supplies and equipment related to the Services.

All _____-owned hand powered watercraft, [*bicycles?*],equipment and supplies must be removed from the Park within seven (7) days of the last day of this Agreement.

SAFETY AND SAFETY EQUIPMENT

_____ will operate the Services and use the Park (and the water specialty [*and bicycle?*] activities, in particular) according to _____ standards. When in or on the water, every patron will, at all times and without exception, wear a personal flotation device that is Coast Guard approved and meets additional "safe for use" guidelines. _____ staff trained in _____ water safety standards must be present and on site at all times during water activities. Patrons and users must be provided safety instructions and taught how to properly enter and exit the water, and navigate their watercrafts. _____ shall comply with all Washington State

and US Coast Guard water safety laws. _____ must have written rules and procedures for water activities, including an emergency action plan specific to the Park location. In addition, _____ staff must be First Aid and CPR-certified, and First Aid kits must be located on site and accessible to staff. The standards and requirements of this section have been promised to the City by _____, according to standards that are known to and understood by _____. The City shall not be required to enforce these standards and requirements, and shall not be responsible for _____'s adherence to them.

TERMINATION OF AGREEMENT

In the event _____ breaches any term of this Agreement, or in the event _____ violates any local, City, County, State or Federal laws applicable to its operations and activities hereunder, the City may terminate this Agreement upon ten (10) days written notice to _____. However, the City Manager or his/her designee may order _____ to cease operations or the Services immediately should the City Manager or his/her designee determine such operations or Services are detrimental to public safety, health or welfare. In the event of termination, _____ agrees the City shall have the right to dispose of all property used by _____ in its operations and Services that has not been removed by _____ by the ending date of this Agreement. Notwithstanding the foregoing, each Party reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving twenty (20) days notice.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the Parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both Parties.

SUCCESSORS AND ASSIGNS

_____ shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

_____ shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bonafide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

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

CITY OF KENMORE, WASHINGTON

By:_____

Title: _____

Date: _____

_____

By: _____

Title: _____

Date: _____

Exhibit A

Scope of Services

Exhibit B

Area of Operation of Services



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Approve Contract No. 14-C1352 with the State Department of Commerce for the Kenmore Town Green Project through the grant program Projects for Jobs and Economic Development **Proposed Council Action/Motion:** Motion authorizing the City Manager to execute Contract No. 14-C1352 with the State Department of Commerce	**For Council Meeting Agenda of:** 12/015/14 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director **Initial & Date** **Approved by Department Head:** DA 12/5/14. **Approved by City Attorney:** _____ **Approved by Finance Director:** _____ **Approved by City Manager:** BJK **Exhibits/Attachments:** Attachment 1: Boilerplate contract Attachment 2: Working Papers Survey

Expenditure Required $0	**Amount Budgeted**: $3,571,995 allocated in the Kenmore Village Fund in 2015 in the proposed 2015-2016 biennial budget	**Appropriation Required** $0

INFORMATION/BACKGROUND: In the 2013-2015 State Capital Budget an appropriation of $300,000 was allocated for the Kenmore Village Town Green project. The Department of Commerce is the agency which will administer the project and will retain three percent to cover direct administrative costs. Accordingly the net grant award is $291,000. Prior to receiving funds the City needs to complete a contract with the Department of Commerce. Staff is currently working with the Department of Commerce to complete required documentation prior to drafting the actual contract. A boilerplate contract (Attachment #1) is attached for review. The $291,000 will be allocated to assist with construction costs related to the plaza portion of the town green. The project scope for the grant does not include the pavilion building. Attachment 2 is a "draft" Working Papers Survey that will be submitted to the Department of Commerce, which includes an estimated $1,082,160.00 project budget estimate.

FISCAL CONSIDERATION: In the proposed 2015-2016 biennial budget $3,751,995 is allocated in 2015 for completing the Kenmore Village Town Green project including the plaza and pavilion building.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council Goal #2 develop downtown is part of implementing the Economic Development Plan. A central gathering space is identified in the positioning statement for Kenmore Village. Developing a central gathering space is also consistent with the adopted Downtown Plan and Park and Recreation Open Space (PROS) plan.

Attachment 1

Department of Commerce

Innovation is in our nature.

Grant to

«Grantee»

through

The «Program_Name» Program

For

«Project_Title» - «Project_Summary_Brief»

Start date: DATE APPLICABLE BUDGET WAS SIGNED

Washington State Department of Commerce
www.commerce.wa.gov

TABLE OF CONTENTS

Face Sheet 1

Special Terms and Conditions 2

1. Grant Management 2
2. Compensation 2
3. Certification of Funds Performance Measures 2
4. Prevailing Wage Law 3
5. Documentation and Security 3
6. Basis for Establishing Real Property Values for Acquisitions of Real Property 4
7. Expenditures Eligible for Reimbursement 4
8. Billing Procedures and Payment 4
9. Insurance 5
10. Order of Precedence 6
11. Reduction in Funds 6
12. Ownership of Project/Capital Facilities 7
13. Change of Ownership or Use for GRANTEE-Owned Property 7
14. Change of Use for Leased Property Performance Measure 7
15. Modification to the Project Budget 7
16. Signage, Markers and Publications 8
17. Historical and Cultural Artifacts 8
18. Reappropriation 8
19. Recapture 8
20. Termination for Fraud or Misrepresentation 8

General Terms and Conditions 1

1. Definitions 1
2. Access to Data 1
3. Advance Payments Prohibited 1
4. All Writings Contained Herein 1
5. Amendments 1
6. Americans with Disabilities Act (ADA) 2
7. Assignment 2
8. Attorney's Fees 2
9. Audit 2
10. Confidentiality/Safeguarding of Information 3
11. Conflict of Interest 4
12. Copyright Provision 4
13. Disputes 4
14. Duplicate Payment 5
15. Governing Law and Venue 5
16. Indemnification 5
17. Independent Capacity of the Grantee 5
18. Industrial Insurance Coverage 5
19. Laws 6
20. Licensing, Accreditation and Registration 6
21. Limitation of Authority 6
22. Noncompliance with Nondiscrimination Laws 6
23. Political Activities 6
24. Publicity 7
25. Recapture 7
26. Records Maintenance 7
27. Registration with Department of Revenue 7
28. Right of Inspection 7

29. Savings 7
30. Severability 8
31. Site Security 8
32. Subcontracting 8
33. Survival 8
34. Taxes 8
35. Termination for Cause 8
36. Termination for Convenience 9
37. Termination Procedures 9
38. Treatment of Assets 10
39. Waiver 10

Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds; Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: «Official_Contract_Number»

Washington State Department of Commerce
Community Services & Housing Division
Community Capital Facilities Unit

1. GRANTEE	**2. GRANTEE Doing Business As (optional)**
«Grantee» «Address» «City», Washington «Postal_Code»	

3. Grantee Representative	**4. COMMERCE Representative**
«First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Fax» «Email»	«Full_Name» Project Manager «LU_Project_ManagerPhone_Number» Fax 360-586-5880 «Mgr_EMail» P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Grant Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
«Original_Amt»	**Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	DATE BUDGET SIGNED	«End_Date»

9. Federal Funds (as applicable)	**Federal Agency**	**CFDA Number**
N/A	**N/A**	**N/A**

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
«TIN_Number»	«Vendor_Number»		**N/A**

14. Grant Purpose

The outcome of this performance-based contract is to «Project_Summary_Brief» as referenced in Attachment A – Scope of Work.

COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Certification of Availability of Funds to Complete the Project, Attachment "D" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "E" – Certification of Intent to Enter LEED process.

FOR GRANTEE	**FOR COMMERCE**
_____ «Sig_Auth_Whole_Name», «Sig_Authority_Title»	_____ Diane Klontz, Assistant Director
_____ Date	_____ Date
	APPROVED AS TO FORM ONLY
	_____
	_____ Date

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS CONTRACT, entered into by and between «Grantee» (a «Organization_Type») hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in «Laws_of», «Section_Number», made an appropriation to support the «Program_Name» Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed «Original_Amt» for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

i) Eligible Project expenditures prior to the execution of this contract.

ii) Cash dedicated to the Project.

iii) Funds available through a letter of credit or other binding loan commitment(s).

iv) Pledges from foundations or corporations.

v) Pledges from individual donors.

vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of $250,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.

B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.

b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;

B. Design, engineering, architectural, and planning;

C. Construction management and observation (from external sources only);

D. Construction costs including, but not limited to, the following:
Site preparation and improvements;
Permits and fees;
Labor and materials;
Taxes on Project goods and services;
Capitalized equipment;
Information technology infrastructure; and
Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for «Match_Language» of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or

issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Grant shall be $2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

11. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as

implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.

C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

15. MODIFICATION TO THE PROJECT BUDGET

A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

16. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

17. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

18. REAPPROPRIATION

A. The parties hereto understand and agree that any state funds not expended by June 30, 2015 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

19. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 25 of the General Terms and Conditions.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.

D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. "State" shall mean the state of Washington.

F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.

G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

6. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. **AUDIT**

A. **General Requirements**

GRANTEE's are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. **State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. **Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

12. COPYRIGHT PROVISIONS

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17a RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

24. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience"

if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.
The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A

Scope of Work

«Scope_of_Work»

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment B

Budget

Line Item	Amount
«Line_Item_1_Name»	«Line_Item_1_Amount»
«Line_Item_2_Name»	«Line_Item_2_Amount»
«Line_Item_3_Name»	«Line_Item_3_Amount»
«Line_Item_4_Name»	«Line_Item_4_Amount»
«Line_Item_5_Name»	«Line_Item_5_Amount»
«Line_Item_6_Name»	«Line_Item_6_Amount»
Total Contracted Amount:	**«Total_Budget»**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment C

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
«NonState_Funds_1»	«NonState_Funds_1_Amount»	
«NonState_Funds_2»	«NonState_Funds_2_Amount»	
«NonState_Funds_3»	«NonState_Funds_3_Amount»	
«NonState_Funds_4»	«NonState_Funds_4_Amount»	
«NonState_Funds_5»	«NonState_Funds_5_Amount»	
«NonState_Funds_6»	«NonState_Funds_6_Amount»	
Total Non-State Funds	«Total_NonState_Amount»	«Total_NonState_Amount»
State Funds		
State Capital Budget	«Total_Contracted_Amount»	«Total_Contracted_Amount»
Total Non-State and State Sources		**«Total_Budget»**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment D

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of May 15, 2009 (for 09-11 regular session), May 4, 2010 (for 2010 Supplemental) or June 15, 2011 (for 11-13 regular session) or July 1, 2013 (for 13-15 biennium), including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment E

Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment 2

2.3 Working Papers_1315.doc

WORKING PAPERS SURVEY

Send this completed survey as an e-mail attachment to your Commerce grant manager. Please do **not** *submit this form by fax or regular mail. Feel free to contact your grant manager if you have any questions as you fill this out. Thank you for your assistance in making this contract-writing process as quick and easy as possible.*

1.0 PROJECT SCOPE OF WORK

1.1 Describe what will be designed, built, and/or purchased with the assistance of this grant (please answer Question 1.3 if this is one phase of a larger project). This will be included in Attachment C of your contract (see Page 7 for an example). Your narrative should be brief but offer sufficient detail that an auditor can determine how state funds are being used.

An approximate 12,024 sq.ft. new public plaza, see attached conceptual site plan (Attachment #1). Improvements include new concrete pavement, a water feature (includes a feature rock, water sprays), seating areas (concrete seat wall, decking) and landscaping (turf area, native trees, shrubs, grasses and seasonal plants). A binding site plan creating the town green parcel is anticipated to be approved by the Kenmore Council in January 2015 (Attachment #2). The attached aerial shows existing conditions in relation to proposed lot boundaries (Attachment #3).

1.2 Summarize the timeline of your project (or the phase funded by this grant).

Construction is the phase funded in part by this grant. Construction start for the town green project anticipated in June/July 2015. Design, permitting, and bid award for the town green project completed between December 2014 and May 2015

1.3 If this is a multi-phased project, please briefly describe any additional phases, their overall costs, and the timeline for raising any additional funds.

Town green improvements will be constructed in one phase.

1.4 Briefly describe how the facility will be used after completion. How is the project expected to expand or improve the services provided by the grantee?

After completion, the town green will be used as destination and signature gathering space in Kenmore's downtown. The town green expands and improves available public park open space and recreation opportunities provided by the City on behalf of the Kenmore community. The town green will be a designated city owned public park available for informal gatherings and special events (e.g. festivals, markets, outdoor movies, concerts). The City will be responsible for ongoing maintenance and programming. The town green will be the community focal point

in the City's downtown redevelopment and will also complement surrounding new private commercial and new multi-family residential development. The town green expands opportunities to partner with private businesses and other public/private entities in activating the space with a variety of programming options.

2. 0 PROJECT BUDGET

These figures will be included in the contract as Attachment A (see Page 5 for an example). Please categorize your costs into the following five categories. If you have project costs that fall outside these categorizations, please contact your grant manager. **Be sure to list all eligible costs for the entire project** rather than only those costs which this grant will fund. See funding guidelines for what constitutes eligible costs.

ATTACHMENT A PROJECT BUDGET	
LINE ITEM	AMOUNT
1. Site Acquisition	$0
2. Architecture & Engineering	$162,324.0
3. Construction	$757,512.0
4. Capitalized Equipment	$0
5. Construction Management	$162,324.0
6. Other (please describe here)	$0
TOTAL	**$1,082,160.0**

NOTE: *Your total should be identical to the total listed in Question 3.0, Total Project Funds.*

3.0 AVAILABILITY OF FUNDS

List all funding sources needed to complete your project. For your Capital Programs grant, please use the net grant amount (your appropriation minus the administrative fee) listed in the enclosed cover letter. The table below will be included as Attachment B in your contract (see Page 6 for an example). By signing the contract your organization will certify that the below-listed funds are -- and will remain -- committed solely to carrying out the purposes of this project. **Your total dollar figure in the table below should be identical to the project budget total in Question 2.0.** Assume there is no matching fund requirement unless your working papers cover letter tells you otherwise.

ATTACHMENT B: AVAILABILITY OF FUNDS	
TYPE OF FUNDS	AMOUNT
Funds From This Grant	$291,000
Other Funds	
City of Kenmore	$791,160

TOTAL PROJECT FUNDS	**$1,082,160.0**

NOTE: *Your grants administrator may ask you to document the availability of all funds committed to the project.*

4.0 MISCELLANEOUS INFORMATIONS

4.1 What is the full name of the government entity or 501c(3) nonprofit organization that will either be the recipient of the grant or will serve as the grantee's fiscal agent?
City of Kenmore

4.2 Federal tax identification number:
91-1912254

If you have a statewide vendor (SWV) number(s), please list the specific account number you would like funds deposited into:
SWV0007160-00

All grantees are required to set up an SWV number so funds may be sent electronically. Please find detailed instructions here: Dept. of Enterprise Services. It may take up to three weeks after you submit this information for an electronic transfer account to be set up. You may immediately submit your working papers survey to us; we will automatically receive your SWV number from the office that sets them up.

4.3 Your Washington State Unified Business Identifier (UBI) number is.
601 883 200 000

4.4 Your fiscal year end date is.
12/31

4.5 List the name and title for the person authorized by this organization to sign the contract.
Name: Robert Karlinsey
Title: City Manager

4.6 List the contact information for the person who will administer the grant once the contract is signed. Grant payments will be sent to this person and address.

Name: Debbie Bent Title: Community Development Director
Organization: City of Kenmore
Street address/PO Box: 18120 68th Ave NE, PO Box 82607
City: Kenmore State: WA Zip: 98028
E-mail address: dbent@kenmorewa.gov
Telephone number: 425 485 6966 Fax number: 425 481 3236

4.7 If the person who is negotiating this contract is different from the contract signer and grant administrator, please list the contact information below. When a draft contract is ready for signature it will be sent to this person and address.

Name: Title:
Organization:
Street address/PO Box:
City: State: Zip:
E-mail address:
Telephone number: Fax number:

4.8 If your project is an expansion or improvement of an existing facility, do you have photographs that illustrate the state of the facility prior to beginning construction? Project is not an expansion or improvement of an existing facility.

(Unless waived by your grant administrator, a requirement of all capital grant recipients is to provide photographs of your project's progress.)

4.9 What state legislative (not congressional) district is your project located in? District 46

Commerce Capital Programs

1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525
(Phone) 360-725-3075
(Fax) 360-586-5880

SAMPLE WORKING PAGES – DO NOT RECREATE AND SIGN

ATTACHMENT A
PROJECT BUDGET

1. Site Acquisition	$1,000,000
2. Architecture & Engineering	$400,000
3. Construction	$2,750,000
4. Capitalized Equipment	$600,000
5. Construction Management	$250,000
6. Other	
Total	**$5,000,000**

The CONTRACTOR, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the CONTRACTOR'S governing body or board of directors, as applicable, as of the date and year written below.

_____
CONTRACTOR

_____
TITLE

_____
DATE

SAMPLE

SAMPLE WORKING PAGES – DO NOT RECREATE AND SIGN

ATTACHMENT B
SOURCE OF OTHER FUNDS
or
(STATEMENT OF MATCHING CONTRIBUTIONS)

	Amount	Total
Funds From This Grant		
2005 State Capital Budget	$1,000,000	$1,000,000
Other Funds		
Board pledges	$250,000	
Corporate pledges	$1,000,000	
Foundation pledges	$1,000,000	
City of Olympia	$750,000	
Thurston County	$750,000	
Individual pledges	$250,000	$4,000,000
Total Project Funding		**$5,000,000**

The CONTRACTOR, by its signature, certifies that Project funding from sources other than those provided by this contract and identified above has either been expended for eligible Project expenses, or is committed and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described elsewhere in this contract, as of the date and year written below. The CONTRACTOR shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for the DEPARTMENT'S review upon request.

_____
CONTRACTOR

_____
TITLE

_____
DATE

SAMPLE

SAMPLE WORKING PAGES – DO NOT RECREATE AND SIGN

ATTACHMENT C
PROJECT SCOPE OF WORK

Project Summary

This contract is for capital expenditures related to development of the new Olympia Art Museum, to be located at 19th and Capital Way in Olympia. The site was acquired in July, 2001. The museum structure will be comprised of two stories totaling approximately 30,000 square feet. The structure will be constructed of cement block, and will feature a metal, low-maintenance roof. The project will also include a parking lot for 75 vehicles. Interior walls will be constructed of metal studs with gypsum wall-board covering. Flooring will be wood (gallery spaces) and tile (non-gallery space). A combination of high-technology and structural security systems will also be installed.

The museum will feature approximately 12,000 square feet of gallery space, arranged and constructed to permit easy conversion from one exhibit purpose to another. The plan also calls for construction of two large classrooms, curator space, storage space, administrative offices, two bathrooms on each floor, and a janitorial facility on each floor.

The design work began in August 2000, and will be completed in July 2001.

Construction will begin in July 2001, and is expected to be completed in July 2002.

SAMPLE

SAMPLE WORKING PAGES – DO NOT RECREATE AND SIGN

ATTACHMENT D
CERTIFICATION OF THE PAYMENT AND REPORTING
OF PREVAILING WAGES

Certification

The CONTRACTOR, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage rules set forth in Chapter 39.12 RCW, including the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The CONTRACTOR shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the DEPARTMENT'S review upon request.

_____
CONTRACTOR

_____
TITLE

_____
DATE

SAMPLE

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Adoption of the 2014 docket amendments: Updated Transportation Element, updated Surface Water Element, updated Land Use Element and Land Use Plan Map, Revised Zoning Code and Revised Zoning Map. **Proposed Council Action/Motion:** Adopt Ordinance 14-0393 amending the Comprehensive Plan and Land Use Plan Map. Adopt Ordinance 14-0391 amending the Zoning Code and Site Plan Review Requirement and Zoning maps.	**For Council Meeting Agenda of:** 12/15/14 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner Initial & Date **Approved by Department Head:** DB. 11/26/14. **Approved by City Attorney:** RK via email **Approved by Finance Director:** **Approved by City Manager:** RBK 11-26-14 **Exhibits/Attachments:** 1. Proposed Ordinance 14-0393 2. Proposed Ordinance 14-0391

Expenditure Required $0	**Amount Budgeted**: Total $278,501. $90,000 of this amount is budgeted in the Community Development budget for implementation of the comprehensive plan and downtown plan (including. $30,000 for assistance with update of the transportation element). $188,501 is budgeted for update of the transportation element in the Engineering and Environmental Services budget. Perteet Contract 12-C1082 Task Order 4 for $188,501 is for the transportation element update.	**Appropriation Required** $0

INFORMATION/BACKGROUND: On 1/27/14, the Council approved the Planning Commission docket (work program) which included the continuation of the Regional Business (RB) zone project (including an analysis of view issues in the area), an update of the Transportation Element, a review of Comprehensive Plan and zoning designations for three former public properties (fire station, police precinct, library), and an update of the Surface Water Element. Planning Commission recommendations were presented on these items on October 28, 2014 and November 17, 2014. Additional discussion of heights in the proposed Waterfront Commercial zone occurred on November 17, 2014, November 24, 2014, and December 8, 2014. The City Council held a public hearing on the height issue on December 8.

The proposed ordinances would adopt the Planning Commission recommendations, with amendments as requested by the City Council.

FISCAL CONSIDERATION:
None at this time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

- Goal 1—To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel (Transportation Element);
- Goal 2—To continue to implement the Economic Development Plan with an emphasis on four key points: promote the Image of Kenmore, develop Downtown, support existing businesses, advance the City's connection to the waterfront (Regional Business zone project and review of former public facilities properties);
- Goal 3—To continue to seek transportation funding and mitigation for State impacts on the City's transportation system, air and water quality, and noise, including but not limited to, SR522, Sammamish River Bridge, local roads and Lake Washington sediment depths (Transportation Element);
- Goal 4—To accelerate implementation of the Sidewalk Plan by determining various funding options (Transportation Element);
- Goal 5—To advance the public's access and connection to the waterfront (Regional Business zone project);
- Goal 6—To continue to seek opportunities to complete a successful Lakepointe (Regional Business zone project);
- Goal 9—To establish a 6-year financial plan for the future (Transportation Element);
- Goal 10—To conduct a comprehensive review of the Regional Business Zone (Regional Business zone project)
- Goal 11—To address watershed issues affecting the City.

Attachment 1

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 14-0393

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE COMPREHENSIVE PLAN; ADOPTING A NEW TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN; ADOPTING A NEW SURFACE WATER ELEMENT OF THE COMPREHENSIVE PLAN; AMENDING THE LAND USE ELEMENT INCLUDING THE LAND USE PLAN MAP OF THE COMPREHENSIVE PLAN; AMENDING THE ECONOMIC DEVELOPMENT SUB-ELEMENT OF THE COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, over the past year, the City's Planning Commission has reviewed and recommended an update of the Transportation Element of the Comprehensive Plan; and

WHEREAS, over the past six months, the City's Planning Commission has reviewed and recommended an update of the Surface Water Element of the Comprehensive Plan; and

WHEREAS, over the past two years, the City's Planning Commission has reviewed and recommended revising the vision, land uses and development expectations for the Regional Business land use designation; and

WHEREAS, over the past six months, the City's Planning Commission has reviewed and recommended revised land use designations for three properties formerly in public use and designated Public/Private Facilities, and now converting to private use; and

WHEREAS, throughout these update and revision processes, a concerted effort has been made to generate public involvement, including holding public open houses and property-owner meetings; creating a comprehensive and regularly-updated web page; sending mailings to all property owners, tenants and neighbors of the Regional Business land use designation; involving the Citizens' Pedestrian and Bicycle Committee; and maintaining a large email list in order to keep interested parties informed; and

WHEREAS, the Planning Commission held a public hearing on the Regional Business project on September 9, 2014, on the Public/Private Facilities amendments on September 16, 2014, on the Transportation Element on October 7, 2014, and on the Surface Water Element on November 4, 2014; and

WHEREAS, on October 28, 2014 and November 17, 2014, the Planning Commission presented its preliminary recommendations for the proposed Comprehensive Plan amendments to the City Council, and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act has issued determinations of non-significance for all of these proposals; and

WHEREAS, the Washington State Department of Commerce was notified of the proposed amendments pursuant to RCW 36.70A.106, and the comments that were received from the Puget Sound Regional Council regarding the Transportation Element have been addressed; and

WHEREAS, the City Council finds that the proposed amendments meet the criteria found in KMC Section 19.20.090; and

WHEREAS, the City Council desires to adopt updated Transportation and Surface Water Elements of the City of Kenmore Comprehensive Plan;

WHEREAS, the City Council desires to amend the Land Use Element of the Comprehensive Plan, including the Land Use Plan Map, to reflect changes to the Regional Business and Public/Private Facilities designations; and

WHEREAS, the City Council desires to amend the Economic Development Sub-Element of the Comprehensive Plan, to reflect changes to the Regional Business land use designation;

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

Section 1. Findings Adopted. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full.

Section 2. Adoption of Transportation Element of the City of Kenmore Comprehensive Plan. The City Council adopts a new Transportation Element set forth in Exhibit 1, attached hereto and incorporated by reference, as a revised Element of the City of Kenmore Comprehensive Plan.

Section 3. Adoption of Surface Water Element of the City of Kenmore Comprehensive Plan. The City Council adopts a new Surface Water Element set forth in Exhibit 2, attached hereto and incorporated by reference, as a revised Element of the City of Kenmore Comprehensive Plan.

Section 4. Amendments to the Land Use Element of the City of Kenmore Comprehensive Plan. The City Council amends certain sections of the Land Use Element of the City of Kenmore Comprehensive Plan, including the Land Use Plan map, as set forth in Exhibit 3, attached hereto and incorporated by reference.

Section 5. Amendments to the Economic Development Sub-Element of the City of Kenmore Comprehensive Plan. The City Council amends certain sections of the Economic Development Sub-Element of the Comprehensive Plan, as set forth in Exhibit 4, attached hereto and incorporated by reference.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___TH DAY OF _____, 2014.

CITY OF KENMORE

_____
David Baker, Mayor

ATTEST/AUTHENTICATED:

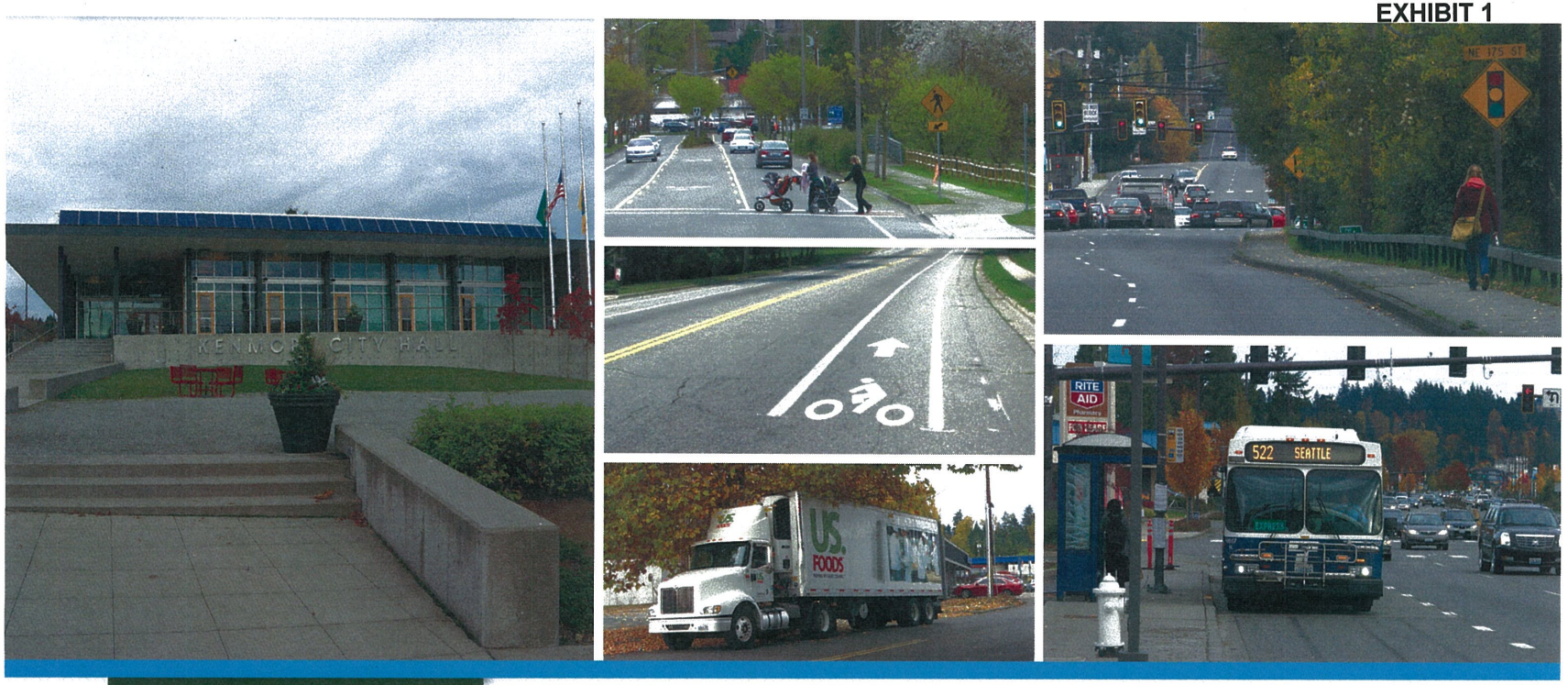
_____
Patty Safrin, City Clerk

Approved as to form:

_____
Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.: 14-0393
Date of Publication:
Effective Date:

EXHIBIT 1



KENMORE BY THE LAKE

City of Kenmore Transportation Element

November 2014



Contents

Executive Summary **5**

Chapter 1: Introduction **6**

Purpose 6

Planning Requirements 6

Role of the Transportation Element 7

Public Outreach 7

Regional Coordination 7

Plan Organization 7

Chapter 2: Conditions and Trends **9**

Existing Conditions 9

Transportation Network Overview 9

Current Challenges and Observations 17

Safe Routes for All, especially Pedestrians and Bicycles 17

Transit Availability 18

Limited North-South connectivity 18

Trends 18

Downtown Development 18

Regional Growth 18

Chapter 3: Transportation Goals, Objectives, and Policies **20**

Goal T-1 21

Goal T-2 24

Goal T-3 25

Goal T-4 26

Goal T-5 27



Goal T-6 28
Chapter 4: Future Transportation Vision 29
Introduction to the Layered Network 29
Roadway Typologies 30
Modal Networks 30
Walking 31
Bicycling 32
Transit 33
Freight and Auto 34
Chapter 5: Near Term and Long Term Capital Plans 37
Non-City Projects 43
State Facilities 43
Downtown Development South of SR 522 43
Chapter 6: Implementing the Transportation Element 45
Overview of Costs and Revenues 45
Setting Priorities 46
Monitoring and Evaluation 47
Bi-Annual Mobility Report Card 47



Figures

Figure 1: Regional Map 6
Figure 2: Commute Mode to Work 9
Figure 3: Roadway Network 10
Figure 4: Pedestrian Facilities in Kenmore 11
Figure 5: Existing Sidewalks, Shoulders, and Pedestrian Crossings 11
Figure 6: Existing Bicycle Routes and Volumes 12
Figure 7: Existing Transit Facilities and Ridership 13
Figure 8: Existing Truck Routes 14
Figure 9: Auto Average Daily Volumes 16
Figure 10: Auto LOS 16
Figure 11: Collisions 17
Figure 12: Street Planning Toolkit 22
Figure 13: Layered Network Concept 29
Figure 14: City's Layered Network 30
Figure 15: Pedestrian Priority Network 31
Figure 16: Bicycle Priority Network 32
Figure 17: Transit Priority Network 33
Figure 18: City's Layered Network 34
Figure 19: Future Traffic Volumes 35
Figure 20: 6 Year Projects 39
Figure 21: Yellow Standard Pedestrian Facilities 42
Figure 22: Yellow Standard Bicycle Facilities 42
Figure 23: 20 Year Auto Projects List 43



Tables

Table 1: Functional Classification of Roadways 9
Table 2: Level of Service Definitions 15
Table 3: Pedestrian LOS – Sidewalk Requirements 31
Table 4: Bicycle LOS – Facility Requirements 32
Table 5: Transit Priority Corridor Level of Service 33
Table 6: Six Year Project List 38
Table 7: Twenty Year Project List (Includes Six Year Projects) 40
Table 8: Costs of Kenmore Transportation Element (20+ years) 45

Appendices

Appendix D - 1: Level of Service Reports 48
Appendix D - 2: Land Use Maps 111
Appendix D - 3: Roadway Fact Sheets 118
Appendix D - 4: Deficiencies Identification & Street Classification Cross Reference Table 123
Appendix D - 5: Detailed Cost Estimates 127
Appendix D - 6: Figures 174



EXECUTIVE SUMMARY

Since incorporating in 1998, the City of Kenmore has made strides toward becoming a vibrant community in which to live, work, and play. The new City Hall, Library, Fire Station, and the businesses and streetscape investments around them contribute toward a vibrant downtown that the City intends to strengthen. This Transportation Element aims to support travel by walking, biking, and riding transit, in addition to supporting adequate mobility when traveling by car in Kenmore through 2035.

The overall vision for Kenmore's Transportation Element is to provide a safe, balanced, and efficient multi-modal transportation system that is consistent with the City's overall vision and adequately serves anticipated growth. Guidance from City staff, the Planning Commission, the Pedestrian & Bicycle Safety Ad Hoc Citizen Committee, stakeholders, and citizens helped identify several priorities:

- Improve safety for all road users in Kenmore through street designs that accommodate all modes
- Provide connectivity to support local travel in Kenmore while allowing through trips to occur in a timely fashion
- Encourage placemaking and the creation of a vibrant, walkable identity for Kenmore's downtown

The Transportation Element sets a framework for understanding, prioritizing, measuring, and creating a transportation network to help Kenmore achieve its vision. This document includes six chapters:

- **Chapter 1 – Introduction:**
  Describes the purpose of the Transportation Element and the planning requirements it need to address. Also provides an overview of Kenmore's position in the region and the outreach activities that occurred as a part of this plan.
- **Chapter 2 – Conditions and Trends:**
  Describes conditions for all travel modes in the existing transportation system. This chapter also identifies current challenges and trends that will affect Kenmore's transportation network in the future.
- **Chapter 3 – Transportation Vision and Goals:**
  Explains Kenmore's vision for transportation and the goals that serve as the basis for the Transportation Element.
- **Chapter 4 – Future Transportation Vision:**
  Introduces a layered network concept that forms the foundation of this plan to accommodate all modes of travel and create a complete transportation network in Kenmore. This section also details how to accommodate each travel mode and establishes the City's level of service standards.
- **Chapter 5 – Near Term and Long Term Capital Plans:**
  Provides near-term and long-range project lists based on the community values expressed in the transportation goals and layered network.
- **Chapter 6 – Implementing the Transportation Element:**
  Evaluates Kenmore's financial conditions over the next 20 years and provides guidance on plan implementation.

To serve as a useful document for community, including both City staff and the general public, this Transportation Element focuses on the City's vision and the projects and programs intended to meet that vision. Technical and supporting information are available in technical appendices.



CHAPTER 1: INTRODUCTION

Since incorporating in 1998, the City of Kenmore has made strides toward becoming a vibrant community in which to live, work, and play. The new City Hall, Library, Fire Station, and the businesses and streetscape investments around them contribute toward a vibrant downtown that the City intends to strengthen. This Transportation Element aims to support travel by walking, biking, and riding transit, in addition to supporting adequate mobility when traveling by car in Kenmore through 2035.

PURPOSE

The overall vision for Kenmore's Transportation Element is to provide a safe, balanced, and efficient multi-modal transportation system that is consistent with the City's overall vision and adequately serves anticipated growth. Guidance from City staff, the Planning Commission, the Pedestrian & Bicycle Safety Ad Hoc Citizen Committee, stakeholders, and citizens helped identify several priorities:

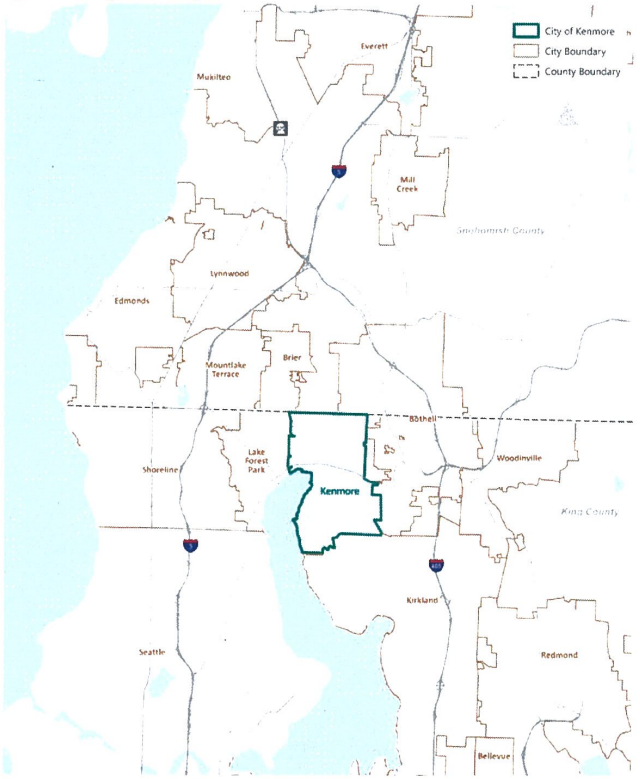
- Improve safety for all road users in Kenmore through street designs that accommodate all modes
- Provide connectivity to support local travel in Kenmore while allowing through trips to occur in a timely fashion
- Encourage placemaking and the creation of a vibrant, walkable identity for Kenmore's downtown

The Transportation Element sets a framework for understanding, prioritizing, measuring, and creating a transportation network to help Kenmore achieve its vision.

PLANNING REQUIREMENTS

Kenmore's regional setting is important. Nestled on the north shore of Lake Washington, the City forms the northern edge of King County and is bisected by State Route 522 (SR 522), a Highway of Statewide Significance. Given this strategic location, transportation conditions in the City are strongly influenced by pass-through traffic connecting between Seattle and east side cities, as well as growth in Snohomish County. The Kenmore Air Harbor provides connections to additional regional destinations, such as the Olympic Peninsula, the San Juan Islands, and British Columbia. The City must coordinate its transportation planning with a variety of jurisdictions, including King County, the Puget Sound Regional Council (PSRC), and the State of Washington. **Figure 1** shows the location of Kenmore in this regional setting.

Figure 1: Regional Map





GMA

The State's Growth Management Act of 1990 requires communities to prepare a transportation plan that ties directly to the City's land use decisions and financial planning. This Transportation Element Update fulfills the mandate.

In addition to this state act, the Washington State Department of Transportation (WSDOT) controls SR 522, which runs east-west through Kenmore. As such, this plan aims to coordinate with WSDOT and other neighboring communities to ensure that SR 522 and all of Kenmore's streets serve local as well as regional travel needs.

OTHER PLANS

The Puget Sound Regional Council (PSRC) is the region's metropolitan planning organization made up of cities, towns, counties, ports, tribes, transit agencies, and major employers. PSRC has set policy for King, Pierce, Snohomish, and Kitsap Counties through Vision 2040, which lays out the long term goals for growth management, economic, and transportation issues.

Vision 2040 identifies several key goals for transportation in the region:

- **Maintenance, Management, and Safety** – Maintain, preserve, and operate the existing transportation system in a safe and usable state.
- **Support the Growth Strategy** – Support the regional growth strategy by focusing on connecting centers with a highly efficient multimodal transportation network.
- **Greater Options, Mobility, and Access** – Invest in transportation systems that offer greater options, mobility, and access in support of the regional growth strategy.

This Transportation Element is consistent with the Vision 2040 priorities.

ROLE OF THE TRANSPORTATION ELEMENT

The Transportation Element serves both as a functional plan to guide the City's transportation investments and as the overarching framework for transportation in Kenmore's Comprehensive Plan. The document also ensures coordination with the City's Land Use Element and other major planning efforts, including improvements along Juanita Drive and SR 522.

In essence, the Transportation Element informs the development of the Capital Improvement Program by identifying the types of projects the City should undertake to support future travel trends. The plan also evaluates how these projects coincide with the community's values and financial resources.

PUBLIC OUTREACH

This plan included public outreach through workshops and committee meetings. The City held an open public workshop in May2014 to gain insight on how Kenmore citizens would like to prioritize transportation for the next 20 years. City staff and the consultant team met with City Council, the Planning Commission, and the Pedestrian & Bicycle Safety Ad Hoc Citizen Committee throughout the course of the planning effort.

REGIONAL COORDINATION

As part of the planning process the City reached out to other agencies and government bodies that have an interest in or influence on transportation in Kenmore. Groups that the City has met with include:

- Neighboring cities and counties
- Transit providers in the region
- Schools and senior centers

The City is also coordinating relevant planning efforts with Bothell and Kirkland to ensure a smooth transition on facilities that cross jurisdictional boundaries.

PLAN ORGANIZATION

This Transportation Element includes five chapters in addition to the Introduction **(Chapter 1)**:

- **Chapter 2 – Conditions and Trends:**
  Describes conditions for all travel modes in the existing transportation system. This chapter also identifies current challenges and trends that will affect Kenmore's transportation network in the future.
- **Chapter 3 – Transportation Vision and Goals:**
  Explains Kenmore's vision for transportation and the goals that serve as the basis for the Transportation Element.
- **Chapter 4 – Future Transportation Vision:**
  Introduces a layered network concept that forms the foundation of this



plan to accommodate all modes of travel and create a complete transportation network in Kenmore. This section also details how to accommodate each travel mode and establishes the City's level of service standards.

- **Chapter 5 – Near Term and Long Term Capital Plans:** Provides near-term and long-range project lists based on the community values expressed in the transportation goals and layered network.
- **Chapter 6 – Implementing the Transportation Element:** Evaluates Kenmore's financial conditions over the next 20 years and provides guidance on plan implementation.









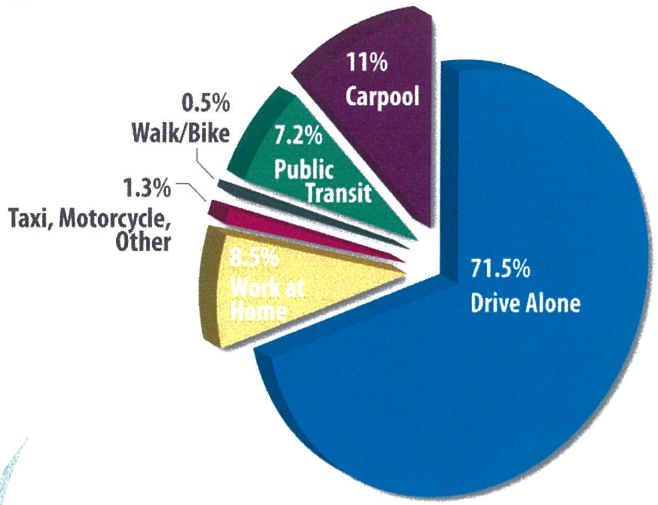
CHAPTER 2: CONDITIONS AND TRENDS

EXISTING CONDITIONS

TRANSPORTATION NETWORK OVERVIEW

Kenmore's transportation network accommodates many modes of travel, including walking, bicycling, public transit, driving, and flying. Vehicular travel is still the primary choice for many travelers in and around Kenmore, as shown in the Census journey-to-work data (see **Figure 2**). City streets form the backbone of the transportation framework with roadways shaping how residents and visitors experience Kenmore.

Figure 2: Commute Mode to Work



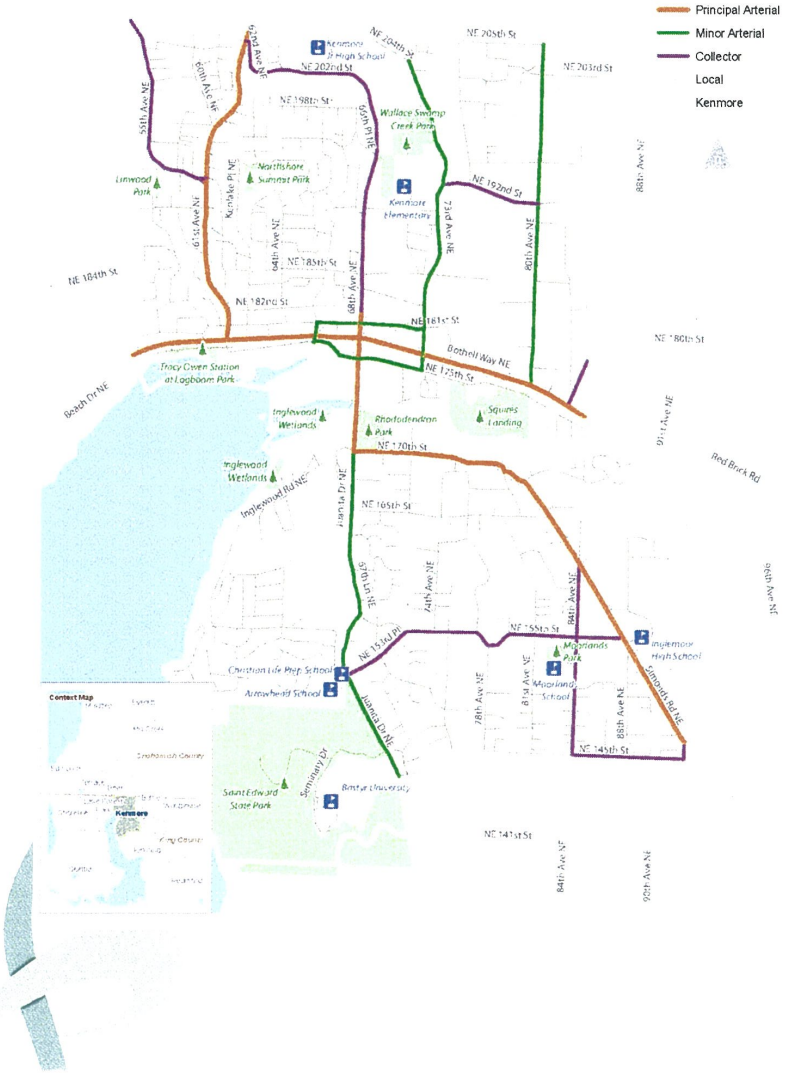
The City of Kenmore currently classifies its roadways into principal arterials, minor arterials, collectors, and local streets, as shown in **Table 1** and displayed in **Figure 3**. Examples of each roadway type and the intended uses served are described below.

Table 1: Functional Classification of Roadways

Roadway Type	Description / Purpose	Example
Principal Arterial	A roadway that serves through trips and connects Kenmore with the rest of the area.	SR 522 Simonds Road NE
Minor Arterial	Minor arterial streets provide inter-neighborhood connections and serve both local and through trips.	73rd Avenue NE Juanita Drive NE
Collectors	Collectors distribute trips between local streets and arterials and serve as transition roadways to or from residential areas.	84th Avenue NE NE 153rd Place
Local	Local streets provide circulation and access within residential neighborhoods.	64th Avenue NE NE 150th Street



Figure 3: Roadway Network









Approximately 15 linear miles of sidewalk and enhanced crosswalks have been installed since incorporation from King County, but sidewalks are still absent from many streets. On quiet residential streets, sidewalks may not be necessary; however, Kenmore has a number of arterials connecting residents from their homes to commercial areas, employment centers, schools, and transit stops that lack adequate pedestrian facilities.

Figure 4 displays different types of existing pedestrian infrastructure in Kenmore and **Figure 5** shows where these facility types are located spatially as well as the number of pedestrians that were observed on each facility in the fall of 2013.

Figure 4: Pedestrian Facilities in Kenmore

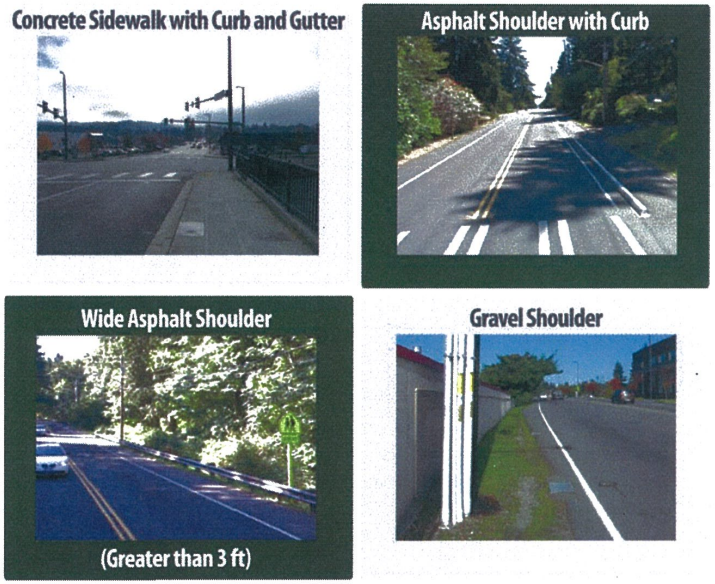


Figure 5: Existing Sidewalks, Shoulders, and Pedestrian Crossings





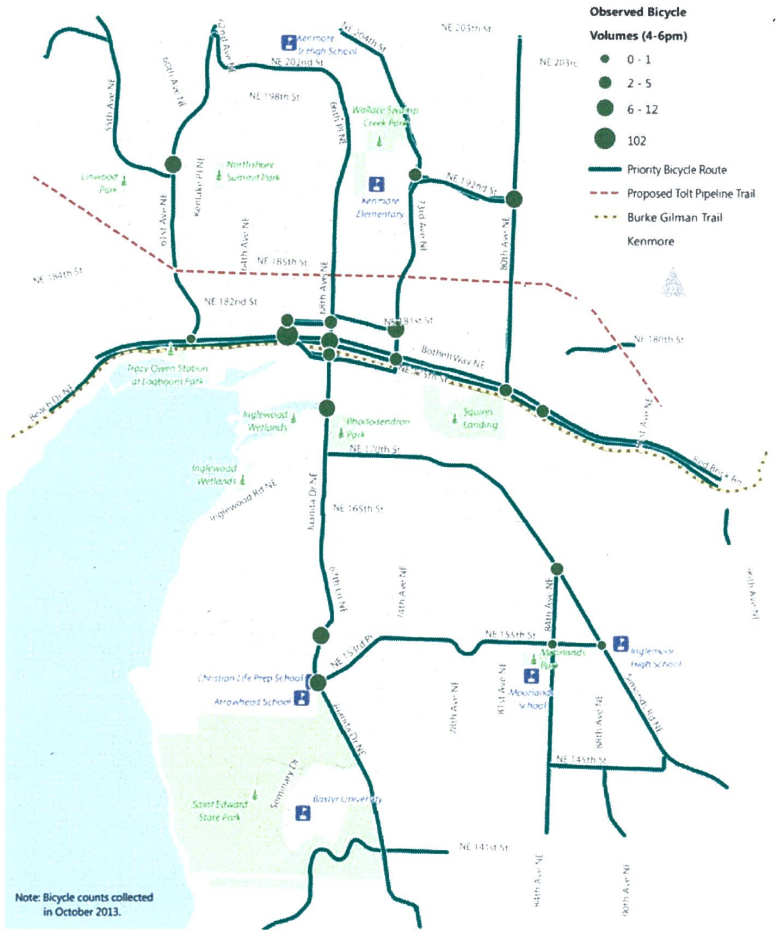
Kenmore hosts a section of the Burke-Gilman Trail, a regional multi-use trail that connects residents to Seattle and other area cities. However, for many Kenmore residents, connecting from home to the Burke-Gilman Trail or other non-motorized facilities can be challenging due to the topography and curvilinear streets in parts of the city. State Route 522 and 68th Avenue NE / Juanita Drive NE create additional barriers to bicycling in Kenmore due to their high traffic volumes and difficult crossings. **Figure 6** presents Kenmore's existing bicycle network as identified in the 2008 Transportation Element, as well as the number of cyclists counted at key locations in fall 2013.





© Vladimir Menkov

Figure 6: Existing Bicycle Routes and Volumes



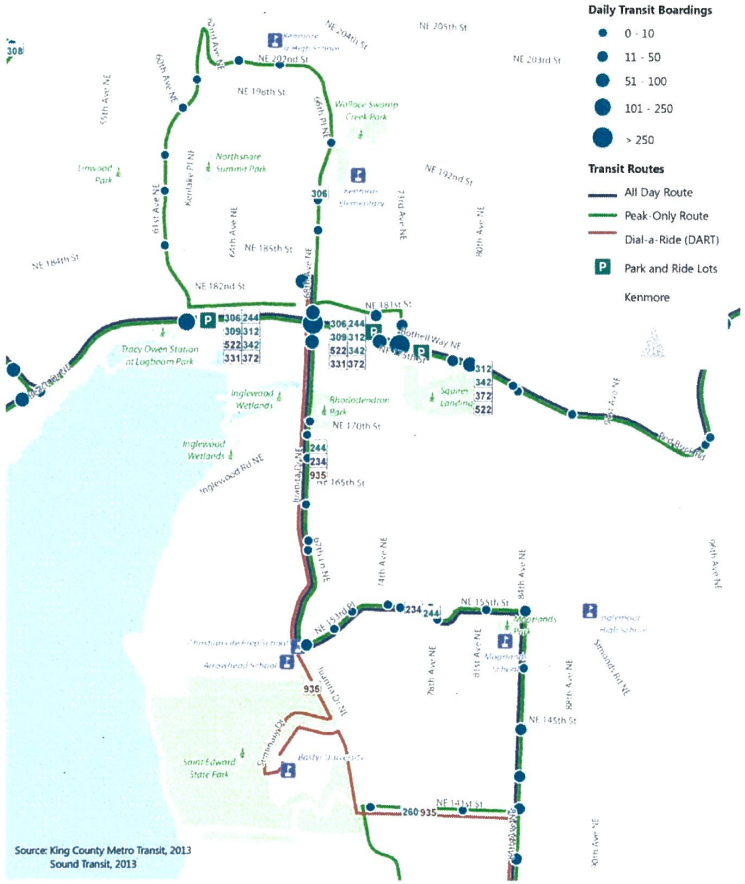


Many Kenmore residents and employees use public transit for trips around and outside of the City. Public transit in Kenmore consists of fixed-route and dial-a-ride bus service provided by King County Metro and Sound Transit. The Northshore Senior Center also provides door-to-door shuttle service to many of its patrons. The potential King County Metro service cuts are a particular concern to the Kenmore community, as these will likely affect the level of public transit service provided in the City. **Figure 7** provides further information about the twelve transit routes serving Kenmore including where these routes are located as well as boardings and alightings at key stop locations.





Figure 7: Existing Transit Facilities and Ridership





Goods movement in Kenmore runs predominantly along the City's primary arterials of 68th Avenue, NE 170th Street, Simonds Road NE, and SR 522, as shown in **Figure 8**. Because 68th Avenue provides the only Sammamish River crossing option in Kenmore, this roadway plays a particularly important role in facilitating commerce. Beyond these primary routes, delivery vehicles use many other streets to reach their final destination. For example, NE 175th Street sees a fair amount of freight traffic due to the nature of the surrounding land uses it serves.



Figure 8: Existing Truck Routes





Most Kenmore residents (about 80%) choose motor vehicles as their primary mode of transportation to work. Moreover, many more non-resident travelers pass through the City on SR 522 / 68th Avenue / Juanita Drive / Simonds Road. Severe congestion during peak hours illustrates this issue with many intersections experiencing long delays (see **Figure 9**).

Analysis of Kenmore's congestion for motorists is based on the traffic counts collected in October 2013. To understand the level of congestion experienced during the evening commute, 19 intersections were evaluated based on their ability to accommodate PM peak hour demand in their existing configuration (number of lanes, traffic control, etc). Based on this analysis, intersections were scored into one of six level of service (LOS) categories that describe their operations in terms of vehicle delay. **Table 2** describes the Level of Service definitions laid out in Chapter 16 of the *Highway Capacity Manual* (HCM) (Transportation Research Board, 2000), which is the methodology currently applied to Kenmore's transportation network.

Table 2: Level of Service Definitions

Level of Service	Description
A	Free-flowing conditions.
B	Stable operating conditions.
C	Stable operating conditions, but individual motorists are affected by the interaction with other motorists.
D	High density of motorists, but stable flow.
E	Near-capacity operations, with speeds reduced to a low but uniform speed.
F	Over capacity, with delays.

The City's existing level of service policy sets the following standards for its roadways:

- Primary Arterials – LOS E or better
- Minor Arterials – LOS D or better
- Collectors – LOS C or better

It should be noted that as a highway of statewide significance, SR 522 is exempted from LOS standards.

Figure 9 shows weekday traffic volumes and **Figure 10** shows the calculated LOS at each of the 19 intersections. As the figures show, Kenmore's primary arterials see high traffic volumes and corresponding low levels of service. The traffic spillback that occurs at the intersection of SR 522 and Juanita Drive / 68th Avenue over the course of several signal cycles creates worse congestion than displayed in isolated intersection results. Field observation found nearly all intersections on SR 522 and some on 68th Avenue operating at LOS E or F. Detailed reports of LOS are available in **Appendix D-1**.

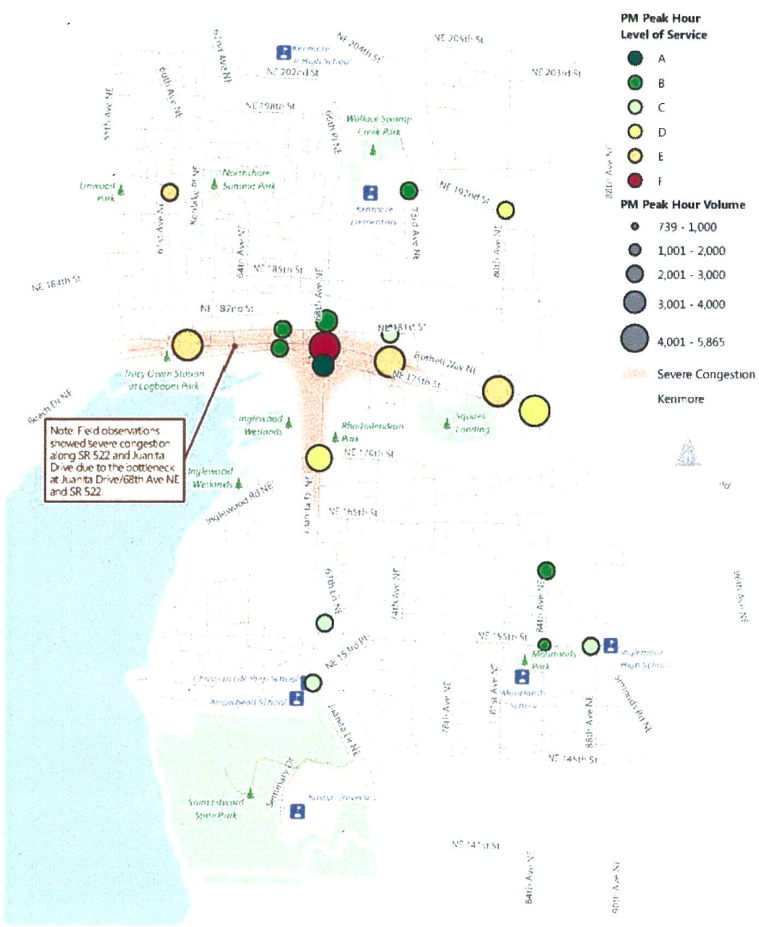




Figure 9: Auto Average Daily Volumes



Figure 10: Auto LOS





CURRENT CHALLENGES AND OBSERVATIONS

The City of Kenmore has several important challenges to face as it prepares for future growth and the development of its downtown core. Motor vehicle travel dominates the City's transportation framework currently and many travelers view Kenmore as a "pass-through town." Kenmore is working to create a more vibrant downtown and addressing these transportation challenges will be a key to the City's success:

- Safety, especially for pedestrians and bicyclists
- Transit availability
- Limited north-south connectivity

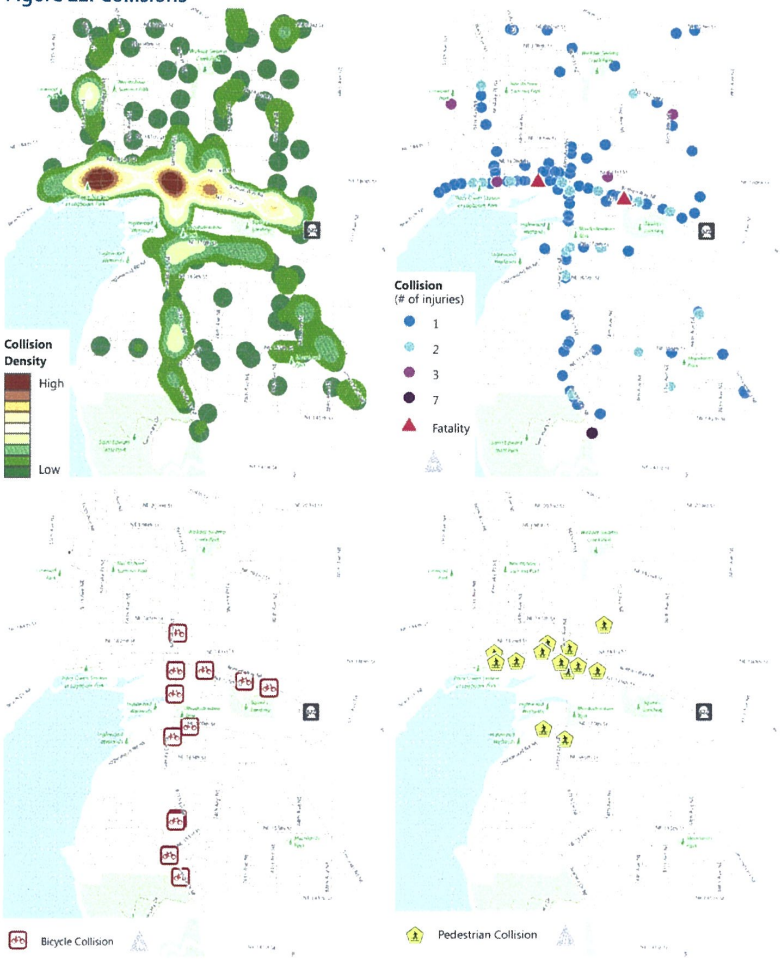
SAFE ROUTES FOR ALL, ESPECIALLY PEDESTRIANS AND BICYCLES

Since 2008, Kenmore has experienced nearly 200 traffic collisions per year. Of the 1,125 collisions in Kenmore from January 2008 to September 2013, 445 occurred on SR 522 and 206 occurred on the 68th Avenue / Juanita Drive corridor – 58 percent of the total city-wide.

Highlighting this issue, the period from fall 2013 to spring 2014 saw several deaths in crashes involving vehicles hitting pedestrians and bicyclists. **Figure 11** displays traffic crashes around the City over a five-year period spanning 2008-2013.



Figure 11: Collisions





Kenmore has made many pedestrian improvements in recent years as the City strives for a walkable downtown core. Sidewalk and crosswalk improvements along SR 522 have created a better environment for pedestrians moving around the City's commercial areas and connecting with public transit services or the Burke Gilman Trail. In 2014, the City has installed rectangular rapid flashing beacons (RRFBs) along Juanita Drive, 61st Avenue NE, as well as at other citywide arterial crossing locations.

The Burke-Gilman Trail provides a major bicycle route through Kenmore and is a major asset to the community for both transportation and recreational purposes. Creating safer and more attractive connections from neighborhoods to the trail will encourage residents to make more walking and biking trips and visitors to patronize local businesses near the trail. In July 2014, the City removed a travel lane on 61st Avenue and installed bike lanes to support north-south bicycle mobility and reduce conflicts with motor vehicles.

TRANSIT AVAILABILITY

Many people use public transit in Kenmore, as evidenced by ridership and park-and-ride occupancy levels. The potential King County Metro service cuts may hurt public transit as an attractive travel mode so the City should closely monitor these developments and advocate for its desire to maintain quality service. While Kenmore cannot control transit service levels, the City can strive to create a welcoming environment for transit.

LIMITED NORTH-SOUTH CONNECTIVITY

The 68th Avenue Bridge over the Sammamish River currently acts as one of Kenmore's biggest congested points for all roadway users. The narrow right of way limits motor vehicle throughput and the congestion levels make walking and bicycling unattractive options on the corridor. The intersection with SR 522 frequently backs up traffic for long stretches during peak hours.

Similarly, SR 522 serves as another major barrier to north-south connectivity. Its wide cross-section and limited number of signalized crossings affects all modes of travel, and pedestrians, in particular.

TRENDS

Aside from existing conditions and challenges, there are other factors that will affect Kenmore's transportation system. Growth in downtown Kenmore and throughout the region generally plays a role in how the City will plan the improvements to its transportation network for the future.

DOWNTOWN DEVELOPMENT

The City is reshaping its downtown area to become more vibrant and walkable. Future redevelopment will add mixed use projects to provide housing, dining, shopping, and other services in the downtown. These land uses will generate additional travel in the downtown area and, while many people will be able to walk or use public transit for these trips, the transportation network must be able to support this concentrated growth.

REGIONAL GROWTH

Regional development outside of the City itself is the other major aspect of growth affecting Kenmore by 2035. South Snohomish County, Bothell, and Woodinville are all expected to add substantial residents and jobs during this time period and many of them travel through Kenmore en route to other regional destinations. The toll on the SR 520 bridge and potential tolling on I-90 may also cause further congestion along SR 522 if drivers opt for the route around Lake Washington to avoid the toll.





KENMORE TRAVEL DEMAND FORECASTING

The Growth Management Act (GMA) requires that the Transportation Element supports the land uses envisioned in the Comprehensive Plan. Thus, an important component of the work was forecasting how the future land uses envisioned in the City, as well as regional growth, would influence demand on Kenmore's transportation network. A description of the travel demand modeling process is provided below with more detail about land use assumptions in **Appendix D-2**.

- **The Tool.** As a part of the 2008 update, the City created a travel model with the Visum software package. This model forecasted traffic volumes during the evening commute hour (5-6pm) along many of Kenmore's key streets and intersections. This tool provides a reasonable foundation developing year 2035 forecasts, as the underlying land use assumptions have been updated to match the land use forecasts for the current Comprehensive Plan.

- **Estimate Land Use Growth in the City.** As a part of the Comprehensive Plan update, the City is planning for expected growth in housing units and employment over the next 20 years through 2035. Based on growth estimates from the Puget Sound Regional Council (PSRC) and review by City staff, Kenmore is preparing for 3,682 new housing units and 3,217 new workers by 2035. The City then allocates the growth throughout Kenmore based on adopted zoning, observed development patterns, and other city policies.

- **Capture Regional Growth Patterns.** Other communities throughout the region are going through this very same process, based on direction from PSRC. Since travel does not stop at a jurisdiction's borders, it is important to capture how regional growth could influence travel patterns on Kenmore's streets.

- **Translating Land Uses into Trips.** The next step is evaluating how the City and regional growth assumptions described above translate into walking, biking, transit, and auto trips. The travel model represents the number of housing units and employees in spatial units called traffic analysis zones (TAZs). TAZs can be as small as a few street blocks to as large as an entire neighborhood. They provide a simplified means to represent trip making rather than modeling individual parcels. The travel model estimates trips generated from each TAZ (both inside and outside of the City) using established relationships between different land use types with trip making. These trips are then assigned onto the roadway network to estimate how much traffic would be on each street during the evening commute hour.

- **Model Refinements.** The final step is refining the forecasts based on reality checks that the travel model may not capture. In this case, forecasts were refined to reflect the more walkable, urban characteristic planned for Kenmore's downtown, by recognizing that some short trips could be made by walking and biking, rather than driving. Moreover, travel patterns were refined to reflect existing driver preferences, including recognizing the relative attractiveness of the Simonds Road / 170th Corridor over Juanita Drive.



CHAPTER 3: TRANSPORTATION GOALS, OBJECTIVES, AND POLICIES

Kenmore has established six goals to accomplish its overall vision for transportation in the future. The goals establish overarching priorities that serve the vision of this Transportation Element while objectives and policies lay out specific actions. The consolidated set of goals, objectives, and policies is included in this chapter.

- **Goal T-1**: Provide a complete transportation network that serves local and regional circulation needs and safely accommodates all users.

The City recognizes the importance of people being able to reach local destinations conveniently as well as travel to other parts of the region by walking, bicycling, riding transit, and driving. Safety of all road users is the highest priority for the transportation network and the City will evaluate safety for all modes when considering roadway projects that are part of the planned future transportation system.

- **Goal T-2**: Coordinate with local, regional, state, and federal agencies as well as non-governmental entities to develop and operate the transportation system.

The City of Kenmore is not the only body that has a stake in the future transportation system. Neighboring cities, King and Snohomish Counties, the State of Washington, and other agencies and organizations play a role in getting around Kenmore. The City of Kirkland has plans to improve safety along Juanita Drive and Kenmore is actively coordinating with Kirkland to support continuity along the corridor. Around the region, Kenmore is working with King County Metro and Sound Transit to support transit operations in the City. SR 522, Kenmore's primary east-west corridor, is operated by WSDOT and the City works with the department consistently to maintain travel conditions along the route. The City also works with local schools, advocacy groups, senior centers, and other organizations that have interests in transportation.

- **Goal T-3**: Promote a transportation system that is sustainable from both fiscal and environmental perspectives with participation from both the public and private sectors.

Kenmore values and supports its environment through taking both monetary and environmental cost into account when considering improvements to the transportation network. The City leads the way by establishing plans and policies that support sustainability and expects other bodies from the public and private sectors to follow suit in pursuing these same interests.

- **Goal T-4**: Encourage public transportation, non-motorized travel, and other transportation strategies that reduce the need for automobile travel, especially by single-occupant vehicles (SOV).

While many Kenmore residents choose to travel by car for nearby trips and to go elsewhere, the City supports providing options for people to get around by more active transportation modes. By creating a safe and welcoming transportation system for all users, the City can support a vibrant downtown core that is accessible in several ways. Kenmore's geographic size makes walking, bicycling, and transit attractive options for getting around with proper facilities in place.

- **Goal T-5**: Maintain the availability of safe air travel services in Kenmore.

The Kenmore Air Harbor is an important employer and provider of regional transportation services. Any future improvements to the City's transportation network will recognize the role of the Air Harbor and be planned accordingly.

- **Goal T-6**: Provide a transportation system that facilitates freight mobility and economic prosperity.

In addition to moving people around Kenmore, the City also recognizes the importance of moving goods to support the local and regional economy. Stores need items to stock their shelves while manufacturers must get their products to customers outside of the City and all of these needs rely on freight and delivery trucks. While not all streets in Kenmore need to support these large vehicles, there are important routes that the City prioritizes to support goods movement and economic activity



GOAL T-1

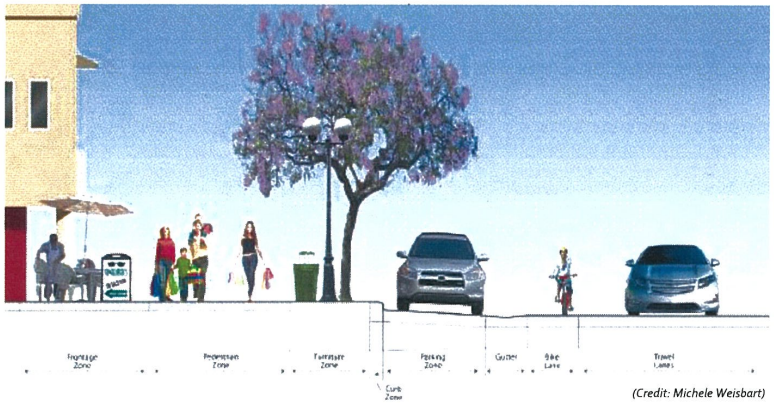
Provide a complete transportation network that serves local and regional circulation needs and safely accommodates all users.

- Objective T-1.1: Develop and maintain a Layered Network that provides connectivity and recognizes that not all streets provide the same quality of travel experience. Classify streets as State Highways, Boulevards, Urban Avenues, Neighborhood Connections, and Local Streets.
    - Policy T-1.1.1: Ensure that the Layered Network continues to provide for all varieties of street uses including: regional mobility and cross-town trips, commuting, shopping, and recreational travel, property and business access, and parking, regardless of mode.
    - Policy T-1.1.2: Guide the development of new streets and maintenance of existing streets to form a well-connected network that provides for safe, direct, and convenient access to the existing roadway network for automobiles, bicycles, and pedestrians. Transportation investments downtown that reinforce the City's vision of developing a compact, pedestrian and transit-oriented center shall be the City's investment priority.
    - Policy T-1.1.3: New residential development should be consistent with the Future Roadway Network and new streets or extensions should be publicly owned. Cul-de-sac construction should require the approval of the City engineer.
    - Policy T-1.1.4: Develop a Street Planning Toolkit that recognizes and balances the competing needs of mobility and safety in residential neighborhoods.
    - Policy T-1.1.5: Coordinate with park-and-ride and transit service providers to pursue improvement projects that are consistent with the Layered Network and which benefit transit users in Kenmore.
    - Policy T-1.1.6: Continue to enhance the City's Layered Network by using the following methods:
        a. Require dedication of rights-of-way as a condition for development when the need for such rights-of-way is linked to the development or where shown on the *Future Roadway Network*;
        b. Request donations of rights-of-way to the public;
        c. Purchase rights-of-way in accordance with State laws and procedures; and
        d. Acquire development rights and easements from property owners.
    - Policy T-1.1.7: Maintain criteria to consider street vacations. Criteria should address:
        a. State laws regarding street vacations;
        b. Consistency with the *Layered Network*, including the effects of the street vacation on existing and future circulation;
        c. Ability to utilize excess right-of-way for other public purposes such as parks, recreation, waterfront access, view points, or affordable housing;
        d. Public benefit of the street vacation; and
        e. Fair compensation.
- Objective T-1.2: Design and maintain streets consistent with the community vision.
    - Policy T-1.2.1: Consider the environmental consequences of street design standards and maintenance practices. When preparing City-sponsored street or driveway design projects or reviewing development proposals the City should follow steps outlined in the *Street Planning Toolkit.*
    - Policy T-1.2.2: Require new development to minimize and consolidate access points along all principal and minor arterials, but especially along SR 522 and any new arterials that may be developed. Coordinate this effort with local businesses, property owners, and WSDOT.
    - Policy T-1.2.3: Protect rights-of-way from encroachment by structures, fences, retaining walls, substantial landscaping, or other obstruction to preserve the public's use of the right-of-way, safety, and mobility. Protection methods may include minimum setback requirements for property improvements allowing future roadway expansion, street use agreements, and development of specific guidelines regarding installation and maintenance of landscaping within the public right-of-way.
    - Policy T-1.2.4: Maintain a right-of-way use permit application process and criteria to ensure that temporary development and utility construction activities do not create adverse safety, environmental, or traffic impacts.



Figure 12: Street Planning Toolkit

When planning for new streets or redesigning existing ones, the City should select uniform designs and maintenance methods that create a safe, effective, environmentally sensitive, and welcoming transportation system for all users in line with other Comprehensive Plan policies. Throughout this process, the City must consider the various financial and non-financial costs of development and operation of the transportation system in addition to the concerns of interested parties.



(Credit: Michele Weisbart)

- Align and locate transportation facilities away from environmentally sensitive areas, consistent with other Comprehensive Plan policies;
- Mitigate significant environmental impacts whenever possible;
- Whenever possible, incorporate the use of native grasses, shrubs, and trees, drought-resistant species, and pervious pavement in the design of streets, landscape strips, and medians.
- Enhance the safety of pedestrians, bicyclists, and motorists through sidewalk and on-street facility location, design, and maintenance, lighting requirements, signs, lane widths and geometrics, and access to properties using the Layered Network as a guide.
- Consider the conflicts between different users in the design of multi-purpose paths, including the use of separate paths, striping different lanes for pedestrians and cyclists, speed limits, and increased use of protected bicycle facilities on streets to provide additional options for cyclists.
- Establish parking standards that discourage excessive parking through shared parking, demand studies, and other incentives or requirements to reduce underutilized parking lots and encourage alternate modes of travel.



- Objective T-1.3: Improve street safety and function with a particular emphasis on the "Target Zero" goal (adopted City Resolution 14-235) -- by 2025 to have no pedestrian or bicycle deaths or serious injuries as the result of a collision with a motorized vehicle.
  - Policy T-1.3.1: Continue to collect data on traffic counts and collisions to support studies, operational changes, and designs; enhance efforts when possible.
  - Policy T-1.3.2: Concentrate collision analysis at the most critical locations through identifying areas with a high number of incidents.
  - Policy T-1.3.3: Include emergency service providers in review of roadway designs to ensure emergency vehicle passage. Design considerations include dead-end street lengths, turn-arounds, travel lane widths, maximum road grades, and parking location.
  - Policy T-1.3.4: Develop a strategy that addresses education and enforcement measures to improve safety conditions for pedestrians and bicyclists on Kenmore's streets.
- Objective T-1.4: Develop a transportation system that achieves the following level of service (LOS) metrics:
  - Vehicular LOS: boulevards should exhibit LOS E or better, urban avenues and neighborhood connections LOS D or better, and local streets LOS C or better. LOS along SR 522 and 68th Avenue / Juanita Drive will be measured as average delay at the corridor level rather than the intersection level.
- Objective T-1.5: Perform periodic review and monitoring (every 2-4 years) of the transportation system to ensure it adequately serves existing and future land uses.
  - Policy T-1.5.1: Forecast travel to identify needed transportation improvements. The forecasts should:
    a. Account for expected changes in personal travel behavior and feasibility of mode choices;
    b. Use current data and policies;
    c. Be compatible with other jurisdictions; and
    d. Reflect the Vision Statement and land use policies.
  - Policy T-1.5.2: Identify the improvements and strategies needed to fully implement the City's *Layered Network* and meet the level-of-service requirements for transportation.
  - Policy T-1.5.3: Monitor growth in population and employment in relation to the land use and growth assumptions of the Transportation Element. Reassess the Land Use and Transportation Elements as needed to ensure that planned improvements will address the potential impacts of growth.
  - Policy T-1.5.4: Require construction of necessary transportation improvements from the private or public sector at the time of development or within six years of development.

PEDESTRIAN LOS – SIDEWALK REQUIREMENTS

LOS	Within Pedestrian Priority Network
	Pedestrian facility* where indicated in Pedestrian Priority Network, with a buffer
	Pedestrian facility* provided on one side of the street
	No pedestrian facility

*Pedestrian facility includes sidewalks and shoulders protected by a raised curb.

BICYCLE LOS – FACILITY REQUIREMENTS

LOS	Within Bicycle Priority Network
	Provides recommended treatment* recommendation, as shown within Bicycle Priority Network
	Provides a lower-level facility* than recommended in the Bicycle Priority Network
	No Facility

*Bicycle facilities – lowest-level to highest-level of treatment: shared; bike lanes; buffered bike facility; separated trail.

TRANSIT PRIORITY CORRIDOR LEVEL OF SERVICE

LOS	Transit Stop Amenities	Pedestrian Access	Frequency of Service
	High level	Sidewalks and marked crosswalks serving stops	All day service. Peak service 15 minutes or less, midday 30 minutes or less
	Some amenities	Sidewalks and marked crosswalks serving some stops	All day service. Peak services 30 minutes or less, midday service 60 minutes or less
	Little or no amenities	General lack of sidewalks and marked crosswalks	Low level of service



GOAL T-2

Coordinate with local, regional, state, and federal agencies as well as non-governmental entities to develop and operate the transportation system.

- Objective T-2.1: Support and complement the transportation functions of the State of Washington, transit agencies, and other entities responsible for transportation facilities and services to meet Kenmore's needs.
  - Policy T-2.1.1: Coordinate planning, construction, and operation of transportation facilities and programs with the State, Counties, neighboring cities, Puget Sound Regional Council, Metro, Sound Transit, and other entities. This coordination will be achieved by:
    a. Participating in the transportation-related activities of King County and advisory committees;
    b. Working with other jurisdictions to plan, fund, and implement multi-jurisdictional projects necessary to meet shared transportation needs; and
    c. Making transportation decisions consistent with the transportation plan and with the State, Puget Sound Regional Council, transit agencies, King County, Snohomish County, and neighboring jurisdictions.
  - Policy T-2.1.2: Support increased transit service for the Kenmore Downtown area based upon existing and future population and employment densities.
  - Policy T-2.1.3: Work with private property owners to create a loop road circulation system around the Downtown area providing for automobile and non-motorized travel to achieve community identity, housing, community linkages, and economic development goals.
  - Policy T-2.1.4: Coordinate planning, construction, and operation of transportation facilities and programs with the State, Counties, neighboring cities, Puget Sound Regional Council, Metro, Sound Transit, and other entities to ensure critical infrastructure is in place to respond to both natural and human-caused disasters.
- Objective T-2.2: Cooperate with neighboring cities, King and Snohomish Counties, transit agencies, Puget Sound Regional Council, and the Washington State Department of Transportation to address regional transportation issues.
  - Policy T-2.2.1: In partnership with State, regional and local agencies, address regional transportation issues. These include:
    a. Regional air, rail, and water transportation facilities and services;
    b. Operation of and improvements to the State highway network, including SR 522;
    c. Improvements to roadways connecting Kenmore to the surrounding region, including SR 522;
    d. Improvements to major roadways bordering, yet having an influence upon internal traffic flows within Kenmore, including those located in Snohomish County;
    e. Improved access to I-5 and I-405 corridors and other employment corridors;
    f. Regional pedestrian and bicycle facility needs; and
    g. Transit connections to the region's urban centers.
  - Policy T-2.2.2: Work with neighboring jurisdictions to ensure that new development outside of Kenmore does not unreasonably affect transportation systems, levels of service, and the quality of life in Kenmore. Utilize the following approaches:
    a. Promote thoughtful planning by neighboring jurisdictions consistent with comprehensive plans; and
    b. Support the establishment of a regional traffic planning and mitigation payment system.
  - Policy T-2.2.3: Coordinate transit levels of service with King County Metro, Sound Transit, and private transit operators.
- Objective T-2.3: Ensure regional transportation improvements and services are compatible with the Comprehensive Plan and the City's *Layered Network*.
  - Policy T-2.3.1: Continue to take a lead role in the planning, design, and implementation of SR 522 improvements within Kenmore. Encourage multi-agency cooperation (such as WSDOT and Sound Transit) and ensure that improvements in Kenmore are coordinated with adjacent communities, such as Lake Forest Park and Bothell.
  - Policy T-2.3.2: Work with the City of Kirkland to coordinate planned improvements along Juanita Drive.
  - Policy T-2.3.3: In conjunction with WSDOT, study potential improvements along SR 522, including at 68th Avenue and potential future Sammamish River crossings, to address better north-south travel in the community.
  - Policy T-2.3.4: Work with WSDOT to identify and mitigate the impact that reconstruction and toll projects have on Kenmore; particularly on SR 522.



- Objective T-2.4: Work with business leaders, private owners, and other local organizations to support transportation efforts in reaching mutual goals.
  - Policy T-2.4.1: Attract and retain business enterprises to Kenmore by managing traffic growth through multi-modal improvements including: local and regional transit improvements, carpool and vanpool programs, pedestrian and bicycle improvements, transportation demand management measures, and roadway efficiency improvements.
  - Policy T-2.4.2: Ensure that regulations require appropriate parking for business customers.
- Objective T-2.5: Position Kenmore to respond to technological innovations, such as electric vehicles and driverless cars.
  - Policy T-2.5.1: Coordinate with PSRC and other regional entities to understand regional plans for electric vehicle charging and accommodation of other alternative fuel sources.
  - Policy T-2.5.2: Review vehicle regulations periodically to ensure accordance with current technologies that can support Kenmore's transportation system.

GOAL T-3

Promote a transportation system that is sustainable from both fiscal and environmental perspectives with participation from both the public and private sectors.

- Objective T-3.1: Emphasize priorities of the community when reviewing circulation system improvements needed to fully implement the City's *Layered Network*, including addressing safety, maintenance, congestion relief, multi-modal projects, transit, and growth.
- Objective T-3.2: Regularly prepare and adopt a Six-Year Transportation Improvement Program to implement the Transportation Element.
  - Policy T-3.2.1: In preparation of specific planning and implementation documents, including the Six-Year Transportation Improvement Program, the City will involve the public, interested agencies, and other jurisdictions through a clearly stated process that provides opportunities for review and comments regarding the City's priorities and recommendations.
  - Policy T-3.2.2: Ensure that plans consider the best available lifecycle cost of an improvement, including operation and maintenance costs; environmental, economic, and social impacts; and any replacement or closure costs.
- Objective T-3.3: Leverage City resources and secure adequate funding sources for transportation improvements and services through a variety of mechanisms, including those required as a result of development.
  - Policy T-3.3.1: Seek to secure adequate funding sources for transportation through a variety of methods. These methods may include:
    a. Seeking federal and state funds;
    b. Encouraging public/private partnerships for financing transportation projects that remedy existing transportation problems or foster economic growth in Kenmore;
    c. Encouraging the use of Local Improvement Districts (LIDs) by property owners to upgrade roads to meet City road standards; and
    d. Requiring impact fees for new development.
  - Policy T-3.3.2: Ensure shared responsibility of mitigating development impacts between the public and private sector. Require that developers contribute their fair share toward transportation improvements needed to accommodate development. Impact mitigation efforts may include:
    a. Requiring developers to assist in providing additional transportation facilities and services in proportion to the impacts and needs generated by the development;
    b. Encouraging developers to design projects that generate less traffic; and
    c. Requiring impact fees for new development.
- Objective T-3.4: Ensure improvements to the transportation network occur concurrently with development
  - Policy T-3.4.1: Allow development only when those proposals are concurrent with specific documentation or plans showing how the transportation system can adequately support existing and proposed development needs.
- Objective T-3.5: Cooperate regionally and strive locally to improve air quality and surface water quality.
  - Policy T-3.5.1: Support ongoing efforts for improving air quality throughout the Kenmore area and develop a transportation system compatible with the goals of the Federal and State Clean Air Acts. The City will:



a. Support vehicle emissions testing and cleaner burning fuels;
b. Coordinate with King County Metro, Sound Transit, and other jurisdictions on Commute Trip Reduction programs for major employers in Kenmore; and
c. Promote Transportation Demand Management programs.

- Policy T-3.5.2: Design roadway improvements to be consistent with the City's Surface Water Management Plan and stormwater regulations. Install permeable pavements and biofiltration swales where possible to reduce runoff.
- Policy T-3.5.3: Support travel modes that minimize air pollutants and greenhouse gas emissions.

GOAL T-4

Encourage public transportation, non-motorized travel, and other transportation strategies that reduce the need for automobile travel, especially by single-occupant vehicles (SOV).

- Objective T-4.1: Support expansion of local and regional transit service within Kenmore that provides linkages to regional destinations.
  - Policy T-4.1.1: Examine the opportunities for increasing transit service with Metro and Sound Transit with priorities tailored to meet the needs of the community by:
    a. Supporting additional routes or connections to surrounding communities and employment centers;
    b. Requiring transit facilities as mitigation where appropriate for new developments;
    c. Identifying and developing locations that are accessible to public transportation for use as park-and-pool or park-and-ride lots;
    d. Requiring adequate right-of-way, sidewalk, and roadway improvements where transit stops are located; and
    e. Adopting design standards that promote safety and aesthetics in accordance with the *Street Planning Toolkit*.
  - Policy T-4.1.2: Work with Metro and other transit providers to establish a local circulator transit service that provides intra-community transit service, connecting north and south Kenmore. The local circulator service would provide connections to the Downtown, major commercial and mixed centers in Kenmore, park-and-ride lots, and other key destinations.
  - Policy T-4.1.3: Maintain HOV lanes on SR 522 for use by transit and business access only to encourage transit usage and improvements, and to preserve its use for transit over the long term.
- Objective T-4.2: Work with King County and transit agencies to provide appropriate locations and encourage maximum usage of park-and-ride facilities.
  - Policy T-4.2.1: Design structured parking facilities with ground floor retail to encourage transit-oriented development, improve transit access to support the downtown plan, and improve and encourage non-motorized travel to and from park-and-ride lots.
  - Policy T-4.2.2: Explore the potential for joint use of park-and-ride lots with the public and private sectors for commercial and residential use.
- Objective T-4.3: Create a sidewalk and pedestrian trail network linking neighborhoods, the Downtown, and key community destinations consistent with that laid out in the *Pedestrian Priority Network*.
  - Policy T-4.3.1: Focus early sidewalk improvements on the *Pedestrian Priority Network*. The first priority should be completing the sidewalk system on *Urban Avenues*.
  - Policy T-4.3.2: Prioritize future pedestrian facility improvements that increase pedestrian safety, link to key destinations, promote multi-modal trips, improve conditions for the elderly and persons with disabilities, maintain safe condition of existing sidewalks, and meet other priorities for pedestrians in Kenmore.
  - Policy T-4.3.3: Require development to provide additional sidewalks along both sides of streets or on one side of the roadway in return for contribution to a sidewalk fund to complete missing links, increase pedestrian safety, and provide linkages to key destinations in accordance with the *Pedestrian Priority Network*.
  - Policy T-4.3.4: Based upon the City's sidewalk inventory, denote some neighborhoods and the streets within them as "sidewalk free", considering the criteria laid out in the *Pedestrian Priority Network*. Also establish a mitigation fee system applicable to new development in "sidewalk free" areas to complete critical sidewalk links along adjoining streets or desirable trails.
  - Policy T-4.3.5: As part of the *Pedestrian Priority Network*, provide crosswalks at key locations such as in the Downtown, on SR 522 near park-and-ride lots and transit stops, near schools, and at other locations with significant pedestrian volumes.



- Objective T-4.4: Create a comprehensive *Bicycle Priority Network* in Kenmore.
  - Policy T-4.4.1: Require roadway development along the *Bicycle Priority Network* to include bicycle facilities.
  - Policy T-4.4.2: Prioritize future bicycle facility improvements that increase safety for bicyclists, link to key destinations, promote multi-modal trips, complete gaps in the existing bicycle system, provide linkages to the Burke-Gilman Trail and other key off-road facilities, and meet other priorities for bicyclists in Kenmore.
  - Policy T-4.4.3: Encourage off-road non-motorized vehicle facilities on designated trails. Promote the on-going maintenance and use of the Burke-Gilman Trail.
  - Policy T-4.4.4: Promote non-motorized vehicle trails in utility corridors such as the Tolt Pipeline where consistent with environmental constraints.
  - Policy T-4.4.5: Allow for a secondary pedestrian and bicycle loop around the downtown area with waterfront connections.
  - Policy T-4.4.6: Accommodate bicycles and non-motorized vehicles in the design and management of the City's *Layered Network* in accordance with the *Bicycle Priority Network*.
- Objective T-4.5: Implement programs and regulations that help reduce the use of single occupant vehicles (SOV).
  - Policy T-4.5.1: Create and implement development standards that:
    a. Encourage continuous, direct, convenient non-motorized linkages;
    b. Provide sufficient illumination in parking lots and along travel routes to increase visibility and security for non-motorists;
    c. Minimize front yard parking along commercial street fronts, particularly in the Downtown;
    d. Establish parking standards that discourage excessive parking through shared parking, demand studies, and other incentives or requirements, to reduce underutilized parking lots and encourage alternate modes of travel;
    e. Promote mixed-use development in the Downtown; and
    f. Require minimum densities through floor area ratios, employment levels, and / or business retention and expansion activities in the Downtown and major commercial areas to support transit.
  - Policy T-4.5.2: Prepare a Commute Trip Reduction Ordinance applicable to large employers in accordance with State laws.
  - Policy T-4.5.3: Support the goals of the Puget Sound Regional Council's Regional TDM Action Strategy to manage travel behavior and reduce vehicle trips.

GOAL T-5

Maintain the availability of safe air travel services in Kenmore.

- Objective T-5.1: Support the continued operation of the Air Harbor to provide private air transportation services to the region and community.
  - Policy T-5.1.1: Recognize the Kenmore Air Harbor as a business that is economically and historically significant to the community.
- Objective T-5.2: Plan for appropriate uses and activities in the vicinity to minimize impacts to and from the Air Harbor.
  - Policy T-5.2.1: In consultation with the State and the Air Harbor operator, comply with State laws requiring plans and regulations that discourage the siting of incompatible uses adjacent to the Air Harbor.
  - Policy T-5.2.2: Ensure plans and regulations address the Air Harbor as an allowed use and, where appropriate, acknowledge compatibility issues including height hazards, safety, and noise that can affect the long-term viability of the Air Harbor. Consider WSDOT guidelines addressing airports and compatible land use. Allow compatible uses, buildings, or land or water activities in the vicinity that do not present safety problems to normal Air Harbor operations, or that would not be sensitive to noise from the Air Harbor operations.
- Objective T-5.3: Work with the Air Harbor to ensure compliance with appropriate noise and safety standards.
  - Policy T-5.3.1: Work in partnership with the Air Harbor to address noise management and compliance with Federal, State and local noise ordinances. Consider a special overlay or property title process that identifies the noise-related impacts of the Air Harbor.
  - Policy T-5.3.2: Work in partnership with the Air Harbor to ensure safe operations in compliance with Federal and State aeronautic safety requirements.



GOAL T-6

Provide a transportation system that facilitates freight mobility and economic prosperity.

- Objective 6.1: Support the efficient movement of goods in Kenmore's commercial areas to support the local economy.
  - Policy T-6.1.1: Consider the needs for delivery and collection of goods at local businesses by truck and ensure future transportation improvements address the needs of large trucks on the *Freight Priority Network*.
  - Policy T-6.1.2: Monitor commercial truck traffic to ensure use of appropriate corridors to support efficient movement of goods and safety of local streets. Utilize the WSDOT classification system to determine freight and goods movement routes.
- Objective 6.2: Accommodate local deliveries and other goods movement that is necessary to serve Kenmore residents.
  - Policy 6.2.1: Work with local industries and freight companies to understand their needs for adequately moving goods.
  - Policy 6.2.2: Ensure roadway improvements do not unnecessarily impede delivery vans and other small freight trucks.



CHAPTER 4: FUTURE TRANSPORTATION VISION

Kenmore envisions a future transportation system that serves all users and modes of travel by offering a safe and robust network of walkways, bicycle facilities, intersections, and roadways. This chapter describes Kenmore's vision for its future transportation network and the infrastructure improvements that will get the City there.

As identified in this plan, most of the improvements are focused on the development of a 'layered' transportation network, which focuses less on providing vehicular capacity and more on accommodating all modes of travel. While some of the roadway improvements are needed to meet the City's vehicular level of service (LOS) standard, most of the future improvements focus on providing safer and more complete facilities for walking, bicycling, and riding transit in order to improve access and mobility for all road users.

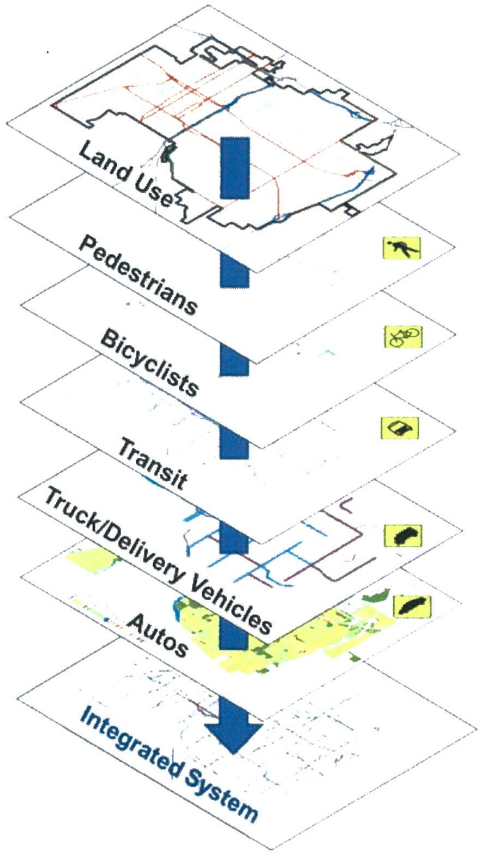
INTRODUCTION TO THE LAYERED NETWORK

It can be a challenge for a single roadway to meet the demands and expectations of all modes at any given time. This is also generally not desirable from a user or a planning perspective.

In response to this challenge, the City of Kenmore has adopted a layered network approach that focuses on how the City's transportation network can function as a system to meet the needs of all users. In such a system, individual travel modes are prioritized on different facilities throughout the overall network. **Figure 13** illustrates the concept of a layered network.

The City will implement this layered network through a system of roadway typologies that define each street's user priorities and associated infrastructure needs.

Figure 13: Layered Network Concept





ROADWAY TYPOLOGIES

The following street typologies dictate the form and intended functions of roadways in Kenmore. While some roadways are intended to serve regional travel and vehicle circulation, other facilities provide safe options for a more multimodal user base. A description of each roadway type follows and detailed fact sheets are available in **Appendix D-3**.

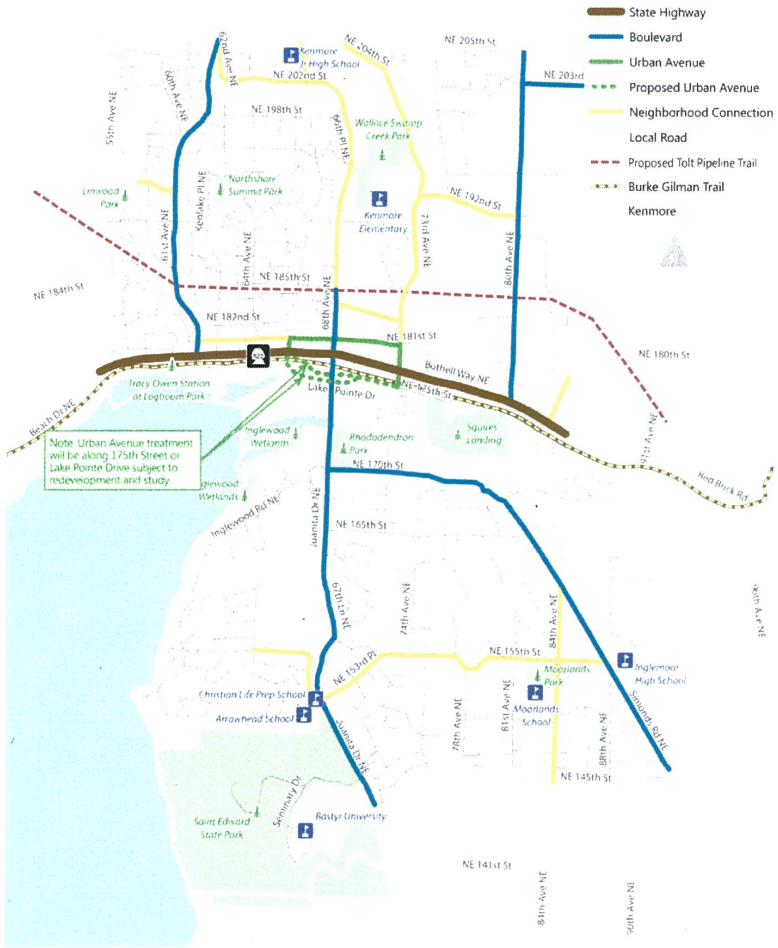
The roadway types are as follows and are summarized in **Figure 14**:

- Boulevard – Most conducive for crosstown trips and focus on transit, freight, and auto mobility.
- Urban Avenue – Signals the entry into a higher-density commercial or residential zone. Emphasizes multimodal interactions and travel experience.
- Neighborhood Connection – Provides a safe and enjoyable travel experience for bicycles and pedestrians.
- Local Street – Prioritizes local access (driveways, on-street parking) and pedestrian travel. Bicycles share the roadway.

MODAL NETWORKS

As the roadway descriptions specify, each type focuses on and prioritizes a different balance of users, both in terms of trip purpose and travel mode. Determining how the entire transportation network fits together in Kenmore requires identifying desirable streets for each mode, combining them to locate overlaps, and then assigning priority to certain modes. The following sections review the priority networks for each mode and establish their level of service standards.

Figure 14: City's Layered Network





WALKING

While Kenmore's local streets tend not to need fully separate sidewalks or paths due to their low traffic volumes and slow speeds, the City's boulevards, urban avenues, and neighborhood connections do warrant pedestrian infrastructure. Dense areas with commercial land uses and streets that serve schools are particularly important for safe walking, as they support more pedestrians and may have a larger portion of vulnerable users than other streets. **Figure 15** highlights the *Pedestrian Priority Network*, including examples of walking facilities that Kenmore should include on these streets, as well as whether pedestrian infrastructure should be provided on both sides or one side of the street.

Building on the *Pedestrian Priority Network* above, **Table 3** establishes the level of service standard for pedestrian facilities around the City. The best level of service for walking, indicated in the green row, would provide walkways with buffers exactly as shown in the *Pedestrian Priority Network*. The yellow level of service, which meets the basic needs for safe walking around the City, requires sidewalks or shoulders protected by raised curbs on one side of all the streets called out in the *Pedestrian Priority Network*. Incomplete or missing pedestrian facilities would fall into the red category and not satisfy the City's LOS for walking.

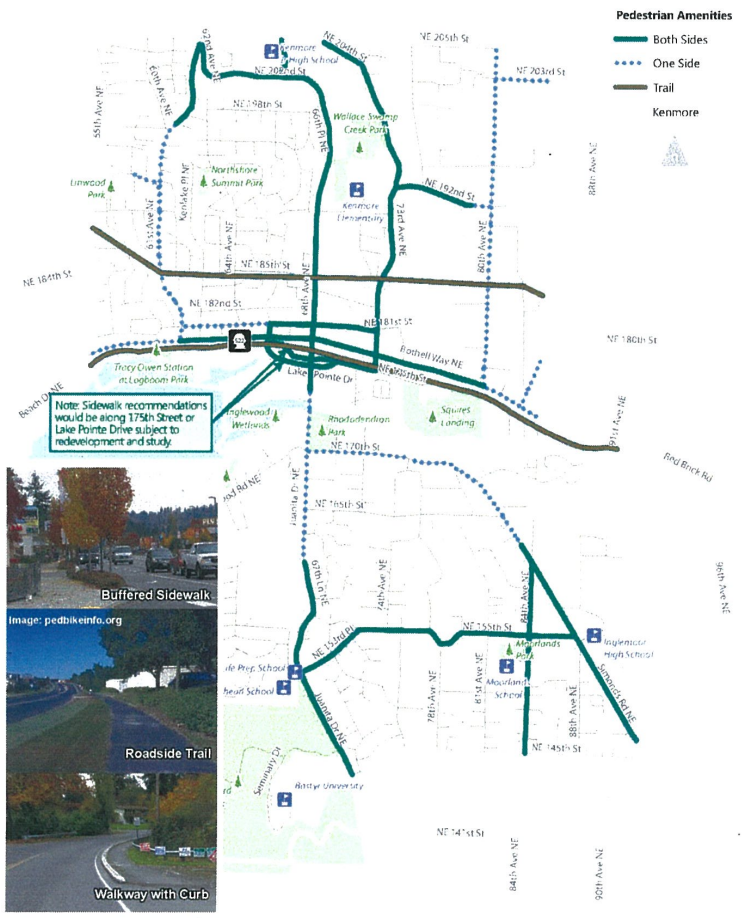
In addition to the presence of pedestrian facilities along a corridor, the City also emphasizes the importance of safe pedestrian crossings. Particularly downtown and within ½ mile of schools, the City is looking to provide enhanced crossings at regular intervals.

Table 3: Pedestrian LOS – Sidewalk Requirements

LOS	Within Pedestrian Priority Network
	Pedestrian facility* where indicated in Pedestrian Priority Network, with a buffer
	Pedestrian facility* provided on one side of the street
	No pedestrian facility

* Pedestrian facility includes sidewalks and shoulders protected by a raised curb

Figure 15: Pedestrian Priority Network





BICYCLING

Kenmore already sees significant levels of bicycling along the Burke-Gilman Trail and Juanita Drive, which serve as major commuter and recreational corridors. Connecting to these routes from other areas of the City can be challenging, however, due to the lack of bicycle infrastructure. Key mobility corridors for bicyclists, such as 68th Avenue / Juanita Drive / Simonds Road would be best served with separated bicycle facilities, while Class II bike lanes and shared lane markings would suffice on other streets.

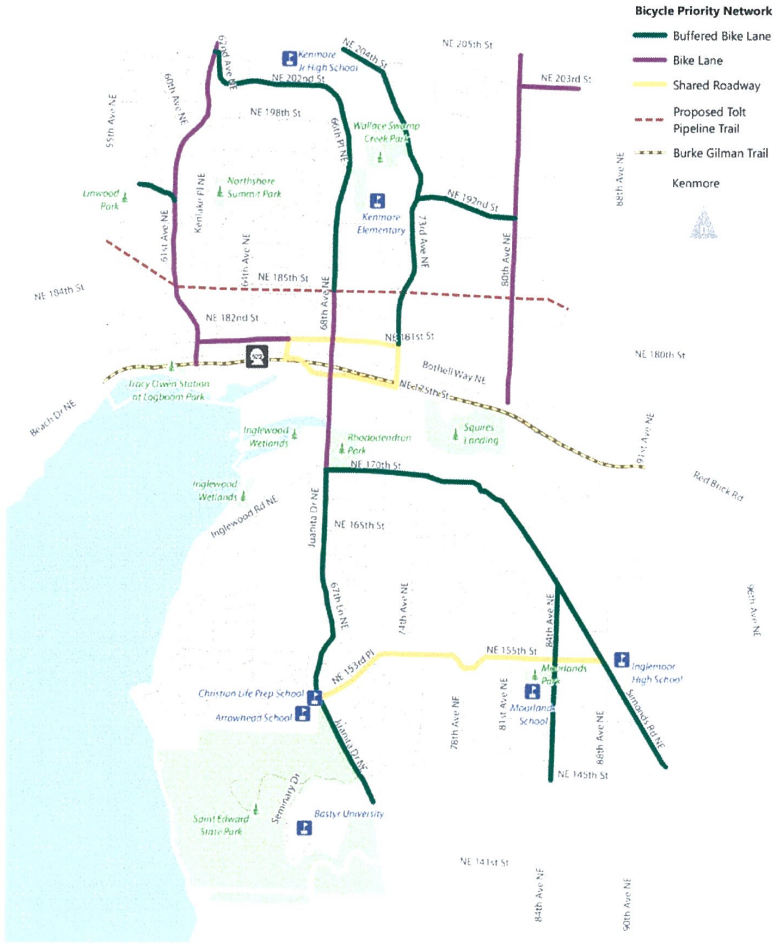
Similar to Pedestrian LOS, the City of Kenmore can strive for the green level of service for bicycling by installing the bicycle facilities depicted in the *Bicycle Priority Network* or a facility that offers more separation from vehicle traffic. At a minimum, the City plans to provide the yellow LOS by installing some sort of bicycle infrastructure on the streets identified in the *Bicycle Priority Network* (see **Figure 16**). At a minimum, these facilities would be signed bike routes. Incomplete or missing bicycle facilities would fall into the red standard and not meet the City's LOS for bicycling. The level of service standards for bicycle facilities are described in **Table 4** below.

Table 4: Bicycle LOS – Facility Requirements

LOS	Within Bicycle Priority Network
	Provides minimum treatment* recommendation, as shown within Bicycle Priority Network
	Provides a lower-level facility* than recommended in the Bicycle Priority Network
	No Facility

* Bicycle facilities – lowest-level to highest-level of treatment: shared; bike lanes; buffered bike facility; separated trail.

Figure 16: Bicycle Priority Network





TRANSIT

Transit operations are out of the City's direct control, but Kenmore can still aim to create corridors that are welcoming to transit. The *Transit Priority Network* identifies the corridors that the City should focus their efforts on and is shown in **Figure 17**. The City can boost transit use by offering:

- Street lighting
- Bus shelters and benches
- Safe routes for accessing transit stops

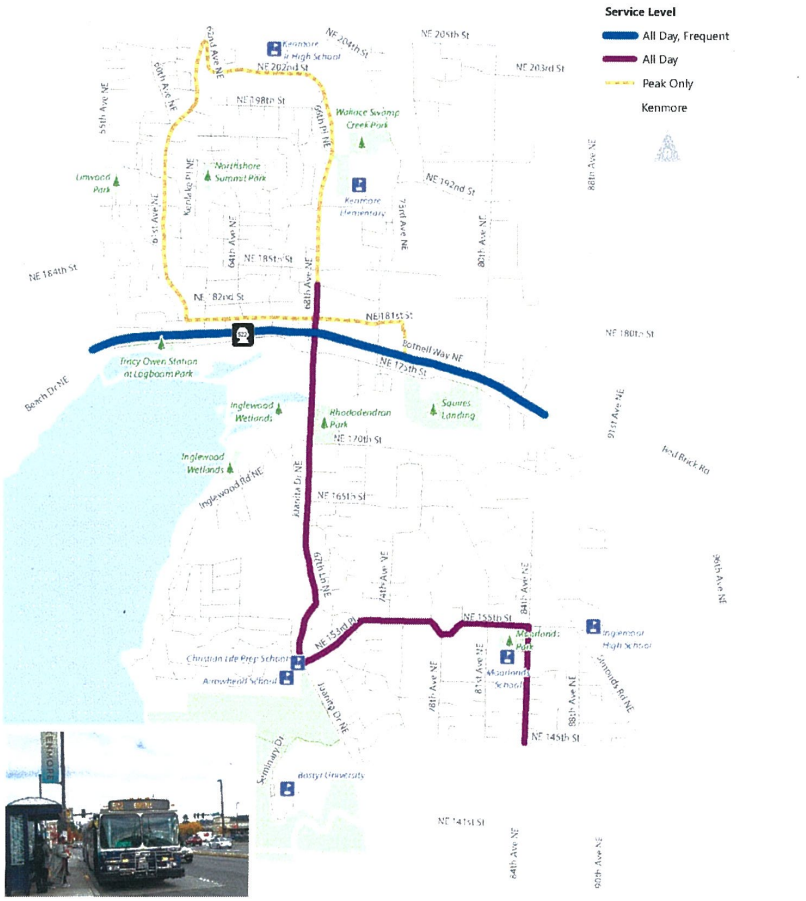
Kenmore's transit LOS is defined based on the amenities, access, and service frequencies discussed above. The City can reach the green LOS standard by providing a high level of the transit supportive amenities at major stops, installing sidewalks and marked crosswalks at all stops, and attracting frequent, all day transit service. The yellow standard, which the City will adopt as its minimum target, includes some transit stop amenities, sidewalks and marked crosswalks at some stops, and all day service with headways of 30 minutes or less during the peak hour and 60 minutes or less during midday. Kenmore's measurement of transit LOS is summarized in the **Table 5** below.

Table 5: Transit Priority Corridor Level of Service

LOS	Transit Stop Amenities	Pedestrian Access	Frequency of Service
	High level	Sidewalks and marked crosswalks serving stops	All day service. Peak service 15 minutes or less, midday 30 minutes or less
	Some amenities	Sidewalks and marked crosswalks serving some stops	All day service. Peak services 30 minutes or less, midday service 60 minutes or less
	Little or no amenities	General lack of sidewalks and marked crosswalks	Low level of service

While the City itself does not operate transit, these amenities can encourage residents and employees to use transit and therefore gain additional service hours from King County Metro and Sound Transit.

Figure 17: Transit Priority Network





FREIGHT AND AUTO

Residents and workers in Kenmore use nearly every street in the roadway network at some point each day to access their homes, jobs, and other destinations. Many of these streets are local streets, however, and do not see significant traffic volumes throughout the day. Similarly, goods movement and delivery vehicles use some corridors frequently while other streets see only the occasional local delivery.

Figure 18 (which is the same as Figure 14, just reproduced here for readability) calls out the classification of each of Kenmore's streets, in terms of whether it is a Boulevard, Urban Avenue, Neighborhood Connector, or Local Street. These classifications indicate the intended function of each street, specifically in terms of its intended function in facilitating vehicle and freight mobility as well as other models. These classifications (further described in **Appendix D-3**) should guide future investments in streetscape and LOS objectives.

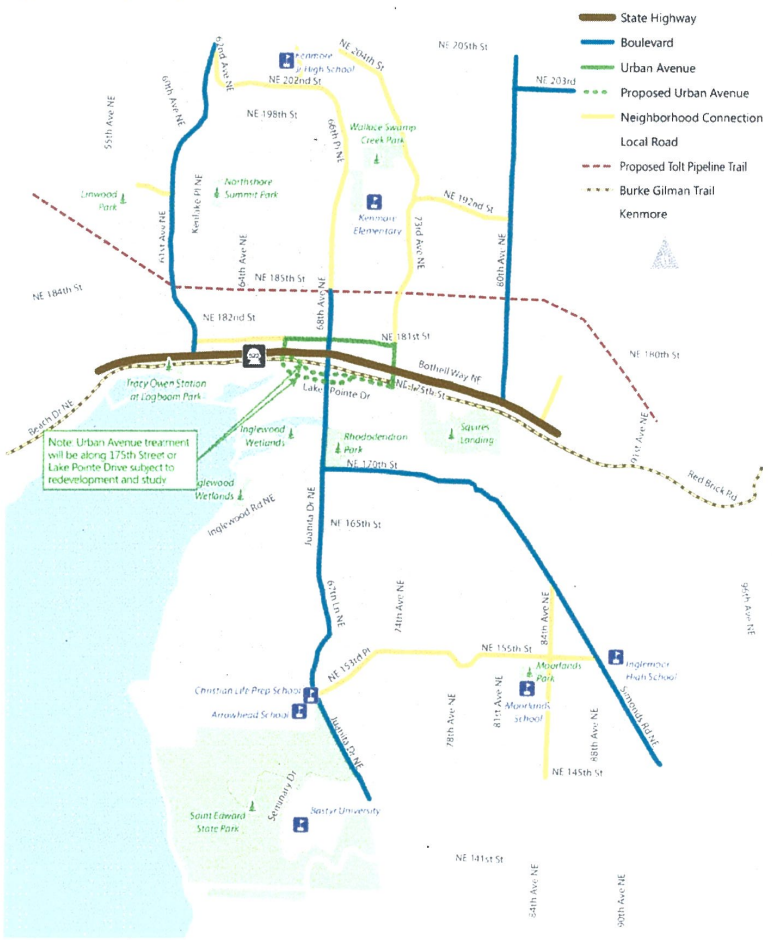
Kenmore will maintain its current LOS standard, as presented below. However, the City will measure LOS at the corridor level on SR 522 and 68th Avenue / Juanita Drive / Simonds Road rather than at the intersection level. Though a single intersection on these corridors may experience longer delays than indicated by the standard, the overall concern for residents and travelers on these roadways is to get through multiple intersections in a reasonable amount of time. For this reason, average delay along the corridor is a more meaningful level of service standard than the experience at a single intersection.

The City's level of service policy sets the following standards for its roadways:

- Boulevards (Primary Arterials) – LOS E or better
- Urban Avenues, Neighborhood Connections (Minor Arterials) – LOS D or better
- Local Streets (Collectors) – LOS C or better

The expected growth in Kenmore and across the region by 2035 will generate higher auto volumes on City roadways. **Figure 19** displays the forecast volumes on Kenmore's street network.

Figure 18: City's Layered Network



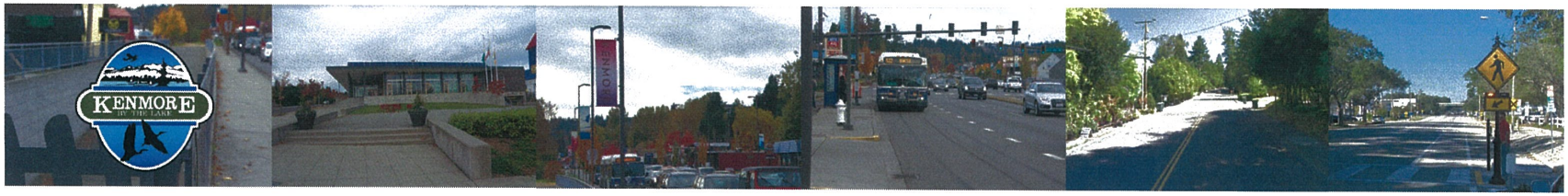
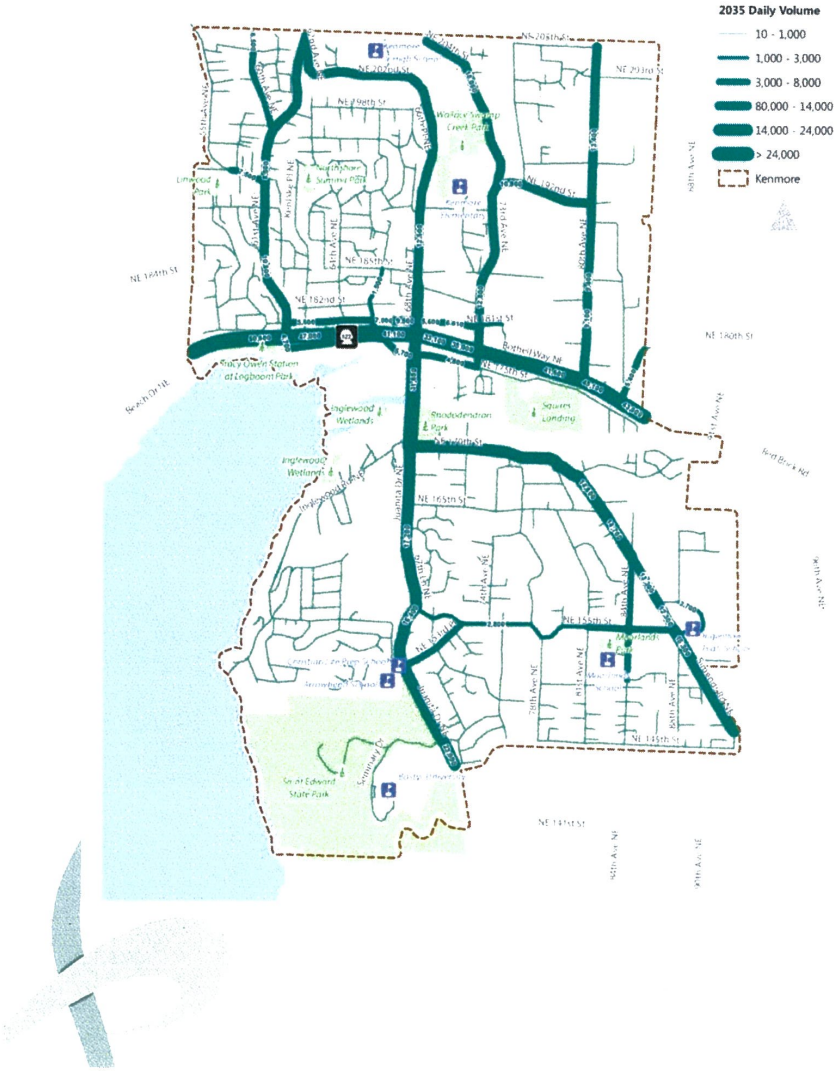
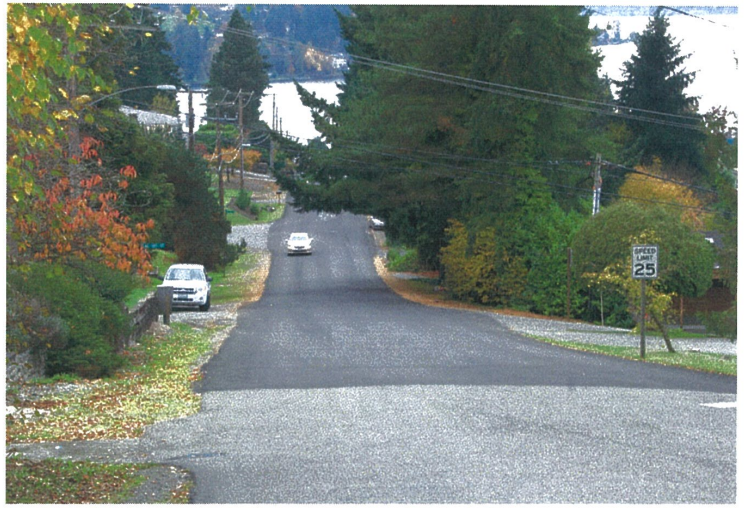


Figure 19: Future Traffic Volumes







DOWNTOWN PARKING

The City's on-street parking supply is currently available on a first-come, first-served basis, without time restrictions or charges. Anticipated development in the Downtown quadrants may necessitate more active parking management in the future as demand for parking increases.

The City should monitor parking use in downtown and consider the following actions, as appropriate, to manage demand:

- Once on-street parking supply utilization exceeds 85 percent on downtown roadway segments during business hours, consider implementing time limits (2 or 4 hours) or parking charges to encourage parking space turnover.
- If parking spillover is perceived as an issue on nearby residential streets, consider establishing residential parking zones (RPZs) to maintain curb space for neighborhood residents.
- As downtown develops, review the City's parking code to ensure it is aligned with an urban setting.
- Consider encouraging more shared parking by developing a public parking facility that promotes a "park once" concept in the downtown.

There are 693 designated park and ride spaces in Kenmore of which 603 spaces are provided in the Kenmore park and ride lot off 73rd Ave N, and the remainder in two church parking lots. The spaces are largely used by commuters who then access King County Metro and Sound Transit bus service on SR522. On weekdays, these facilities are typically filled to 90% capacity. This results in overflow parking on adjoining streets and properties in the downtown area, thereby reducing the availability of downtown parking. The City should consider working with transit operators (King County Metro and Sound Transit) to identify opportunities to address park and ride demand.







CHAPTER 5: NEAR TERM AND LONG TERM CAPITAL PLANS

This chapter presents the capital program that forms the basis of this Transportation Element. Collectively, this program adds up to over $100 million in transportation projects to be constructed over the next few decades. For planning purposes, the near term list represents years 0 to 6 (2015-2020) and is financially constrained to only those projects that could realistically receive funding over the next six years[1]. The long term list reaches out to the 20 year time horizon (through 2035) and includes unfunded projects that may stretch beyond this time period. Detailed cost estimates are provided in **Appendix D-4**. Projects that are included on the City's near- and long-term lists as a result of an anticipated future deficiency are summarized in **Appendix D-3**.

The overall capital plans were developed to create a transportation system that realizes Kenmore's ultimate transportation vision:

- **Goal 1:** Provide a **complete transportation network** serving local and regional circulation needs, safely accommodating all users.
- **Goal 2: Coordinate with other regional entities** to develop and operate the transportation system.
- **Goal 3:** Promote a transportation system that contributes to **fiscal and environmental sustainability**.
- **Goal 4:** Encourage transportation options and strategies that **reduce the need for driving**.
- **Goal 5: Maintain safe air travel services** in Kenmore.
- **Goal 6:** Facilitate **freight mobility and economic prosperity**.

With these goals in mind, as well as completing the layered networks described in the previous chapter, the 6 and 20 year project lists were developed. **Table 6** describes the Six Year Project List. The selected projects represent a balance of safety, maintenance, and operational improvements for all modes. **Figure 19** displays the locations of these projects around the City. None of these projects conflict with the goals listed above.

It is important to note that the Six Year Project List reflects a rough order of priority. Based on direction received from the Planning Commission, this order seeks to maintain safety, focus on projects that provide the most benefit to Kenmore residents, and leverage outside funds to the extent possible.

It is recognized that the availability of outside funds is not always predictable. As a result, any of the projects on the near term list are high priority projects that the City would consider moving forward should funding become available.



[1] It should be noted that it is unlikely that all of the projects on the six year list would receive funding (the projects total to over $50 million). However, at this time, it is uncertain which ones will move forward in the near term and which will not. All of these projects are high priority projects that the City would move forward with if funds are available.

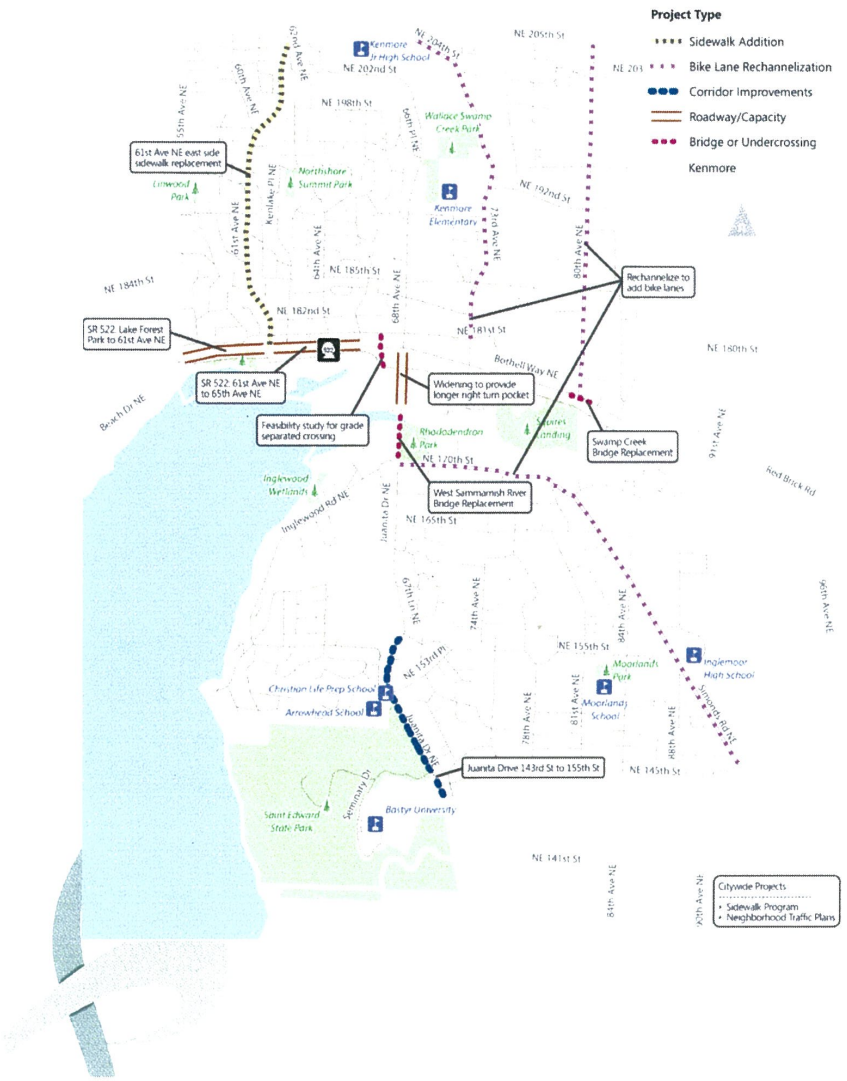


Table 6: Six Year Project List

Projects	*Benefit to Kenmore*	*Primary Benefit*	*Total Cost*	*Expected City Contribution*	*Goal Met*
West Sammamish River Bridge	Safely accommodate all users by rebuilding aging bridge; maintain freight mobility/economic prosperity	Regional, local	$20M	$1.8M	1, 6
SR 522 improvements (61st – 65th)	Improve capacity for vehicle, transit, bicycle, and pedestrian safety	Regional	$9.8M	$3.8M	1, 2, 6
SR 522 improvements (Lake Forest Park – 61st)	Improve capacity for vehicle, transit, bicycle, and pedestrian safety	Regional	$9.0M	$550K	1, 2, 6
Sidewalk and crossing program	Improve pedestrian safety and accommodation for all users	Local	$900K	$900K	1, 4
Downtown parking feasibility study	Evaluate existing and future parking needs in downtown and identify options for addressing these needs	Regional, local	$75K	$38K	1, 2, 3, 4, 6
61st Ave sidewalk replacement (east side)	Improve pedestrian safety and accommodation for all users	Local	$2.1M	$2.1M	1, 4
Neighborhood transportation plans	Develop plans that address neighborhood specific mobility challenges, including safety and circulation of all modes.	Local	$1.5M	$1.5M	1, 2, 3, 4, 6
Arterial restriping to add bike lanes on 73rd Ave (south of 192nd), 80th Ave, and Simonds Rd	Improve bicycle and pedestrian safety along key city arterials within existing right-of-way	Local	$360K	$360K	1, 3, 4
Juanita Drive (NE 143rd St to NE 155th Pl)	Improve bicycle/pedestrian safety along Juanita Drive, connecting between Kirkland and 155th	Regional, local	$6.5M	$3.2M	1, 2, 4
Feasibility study for grade-separated crossing of SR 522	Understand infrastructure constraints and opportunities for next project	Local	$250K	$250K	1, 2, 4
68th Ave northbound right turn pocket extension	Improve local/regional circulation by improving the efficacy of 68th/SR522 intersection in moving vehicles	Regional, local	$2.6M	$500K	1, 2, 3, 6
175th Swamp Creek Bridge	Safely accommodate all users by rebuilding aging bridge; maintain freight mobility	Local	$810K	$80K	1, 6
	Total		**$53,895,000**	**$15,078,000**	



Figure 20: 6 Year Projects



The full list of projects that the City would like to complete during the 20 year planning horizon (including the 6 year projects) are shown in **Table 9** and **Figures 20-23.** While all of these projects would help complete the layered network and realize the City's transportation vision, many are deemed to be longer-term.

Projects included on the Six-Year Project List are considered community priorities that the City would move forward in the near term should funds become available. These projects provide a starting point for the City in developing its financial constrained Six-Year Capital Improvement Plan, which is updated every two years and is developed based on more updated knowledge related to project feasibility and funding availability.

The longer-term list (7-20+ years) also represents important projects, but these projects tend not to have identified funding or are only necessary to address future growth, rather than existing deficiencies.





Table 7: Twenty Year Project List (Includes Six Year Projects)

Projects	*Benefit to Kenmore*	*Primary Benefit*	*Total Cost*	*Expected City Contribution*	*Goal Met*
Near Term (0-6 year) Projects					
West Sammamish River Bridge	Safely accommodate all users by rebuilding aging bridge; maintain freight mobility/economic prosperity	Regional, local	$20M	$1.8M	1, 6
SR 522 improvements (61st – 65th)	Improve capacity for vehicle, transit, bicycle, and pedestrian safety	Regional	$9.8M	$3.8M	1, 2, 6
SR 522 improvements (Lake Forest Park – 61st)	Improve capacity for vehicle, transit, bicycle, and pedestrian safety	Regional	$9.0M	$550K	1, 2, 6
Sidewalk and crossing program	Improve pedestrian safety and accommodation for all users	Local	$900K	$900K	1, 4
Downtown parking feasibility study	Evaluate existing and future parking needs in downtown and identify options for addressing these needs	Regional, local	$75K	$38K	1, 2, 3, 4, 6
61st Ave sidewalk replacement (east side)	Improve pedestrian safety and accommodation for all users	Local	$2.1M	$2.1M	1, 4
Neighborhood transportation plans	Develop plans that address neighborhood specific mobility challenges, including safety and circulation of all modes.	Local	$1.5M	$1.5M	1, 2, 3, 4, 6
Arterial restriping to add bike lanes on 73rd Ave (south of 192nd), 80th Ave, and Simonds Rd	Improve bicycle and pedestrian safety along key city arterials within existing right-of-way	Local	$360K	$360K	1, 3, 4
Juanita Drive (NE 143rd St to NE 155th Pl)	Improve bicycle/pedestrian safety along Juanita Drive, connecting between Kirkland and 155th	Regional, local	$6.5M	$3.2M	1, 2, 4
Feasibility study for grade-separated crossing of SR 522	Understand infrastructure constraints and opportunities for next project	Local	$250K	$250K	1, 2, 4
68th Ave northbound right turn pocket extension	Improve local/regional circulation by improving the efficacy of 68th/SR522 intersection in moving vehicles	Regional, local	$2.6M	$500K	1, 2, 3, 6
175th Swamp Creek Bridge	Safely accommodate all users by rebuilding aging bridge; maintain freight mobility	Local	$810K	$80K	1, 6
	Total		**$53.9M**	**$15.1M**	
Longer Term (7-20 year) Projects					
Yellow standard pedestrian facilities (see **Figure 20**)	Improve pedestrian facility coverage (at least on one side of the street) on non-local streets and near schools	Local	$18.9M	$18.9M	1, 4
Yellow standard bicycle facilities (see **Figure 21**)	Improve safety and comfort for people biking around the City. Better connects Burke Gilman Trail with neighborhoods.	Local	$18.8M	$15.0M	1, 2, 4
Improved pedestrian crossings	Improve safety of pedestrians crossing busy streets, as well as near schools and transit stops; improved access to transit	Local	$650K	$650K	1, 2, 3, 4

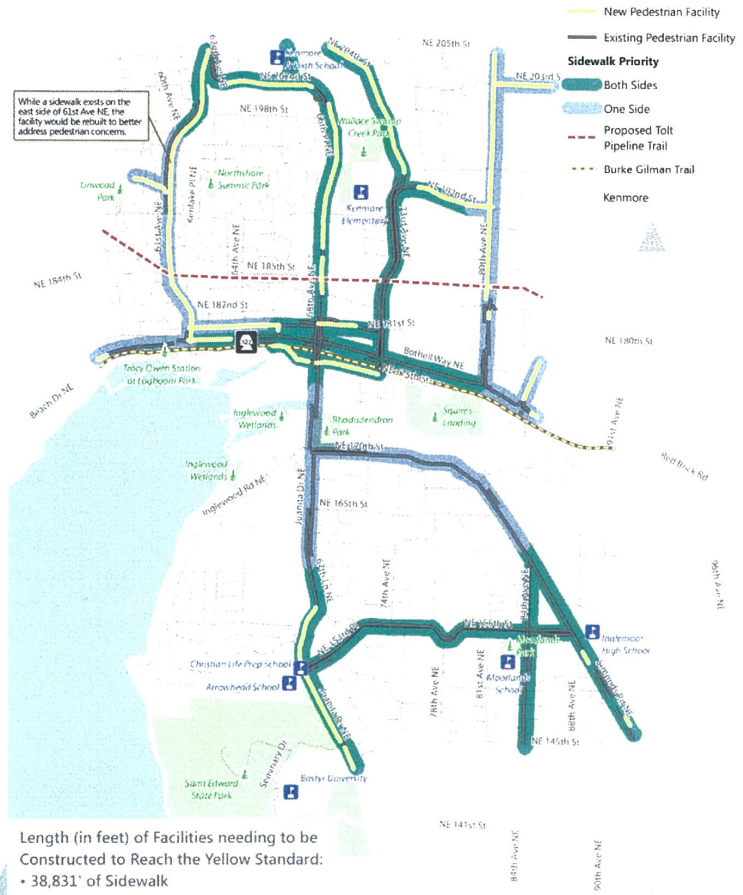


Longer Term (7-20 year) Projects					
Grade separated SR 522 crossing	Improve local circulation, while relieving pressure on regional system; provide better options for walking/biking across SR 522	Regional, local	$17.1M	$3.4M	1, 2, 3, 4, 6
Intersection treatments at 67th Ave/181st St and 67th Ave/175th St	Intersection treatments necessary to accommodate increased volumes related to the grade separated crossing	Local	$6.0M	$1.2M	1, 2, 3, 4, 6
Intersection treatment at 73rd Ave/ 192nd St, 80th Ave/192nd St, and 84th Ave/Simonds Rd	Intersection treatment to improve safety and vehicle operations; would become necessary as traffic volumes grow	Regional, local	$3.8M	$1.9M	1, 4, 5
Lakepointe Drive west (SR 522 to 68th Ave), including new intersection at 68th Ave	Improve local circulation, while relieving pressure on the regional system; providing more appealing options for travel in southwest downtown quadrant	Local	$7.5M	$3.7M	1, 2, 3, 4, 6
175th signal removal	Remove signal and make right in/right out only to improve safety	Local	$20K	$20K	1, 2, 3, 4, 6
	Total		**$72.8M**	**$44.8M**	

Beyond 20 Year Vision					
Lakepointe Drive east (68th Ave to SR 522)	This project would only be needed if the southeast quadrant fully develops	Local	$7.5M	$3.7M	1, 2, 3, 4, 6



Figure 21: Yellow Standard Pedestrian Facilities



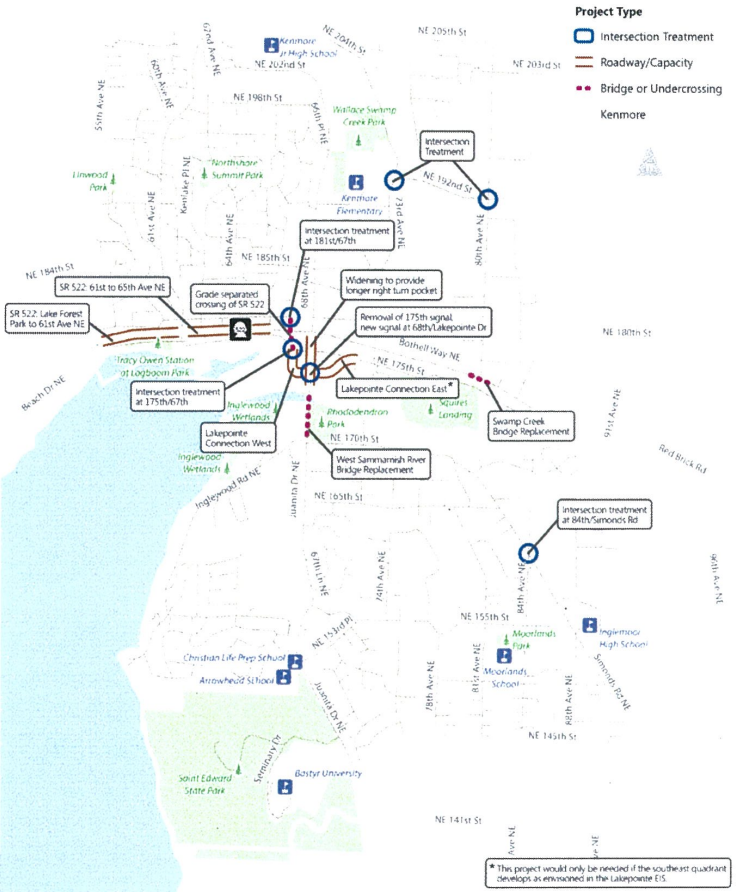
Length (in feet) of Facilities needing to be Constructed to Reach the Yellow Standard:
- 38,831' of Sidewalk

Figure 22: Yellow Standard Bicycle Facilities





Figure 23: 20 Year Auto Projects List



While the scope of the 20-year project list exceeds revenues from exclusively city sources over the next few decades, it has been sized to fit within reasonable assumptions for grants and other outside funding sources.

NON-CITY PROJECTS

STATE FACILITIES

There are projects outside of Kenmore's purview that will also affect travel in and around the City. WSDOT oversees planning and operations of SR 522, a Highway of Statewide Significance and Kenmore's major east-west corridor. The City coordinates with WSDOT and provides input on potential roadway projects on SR 522, but the State ultimately has control of this corridor.

Another State-controlled project affecting travel in Kenmore is the tolling of the SR 520 Bridge across Lake Washington. Future increases in this toll, or potential tolling of I-90 (which has also been discussed), may cause additional drivers to divert along Lake Washington, adding volume to Kenmore's already busy 68th Avenue / Juanita Drive and SR 522 corridors. The City will continue to monitor congestion changes along these corridors and work with the State to identify potential solutions.

DOWNTOWN DEVELOPMENT SOUTH OF SR 522

The southern two downtown quadrants between SR 522 and the Sammamish River (including the Lakepointe properties, Glacier/Cal Portland properties and properties within the Plywood Supply Special Study Area) have long been envisioned as sites for future master planned urban mixed-use development. These properties are subject to additional development regulations called P-Suffix regulations. P-Suffix regulations are property specific and include requirements for transportation infrastructure improvements that would need to be in place to accommodate full development.

Transportation infrastructure improvements described within the P-Suffix regulations include:

- Construction of a new road (Lakepointe Drive) from 65th Avenue/SR522 to 68th Avenue NE
- Extending Lakepointe Drive east of 68th Ave NE



- Construction of the new Lakepointe Drive/68th Avenue intersection, including a new traffic signal.
- Elimination of the signal at 175th Street/68th Avenue.
- Installation of a signalized full-access intersection at 65th Avenue/SR 522.
- Construction of a pedestrian overcrossing of SR 522.

This Transportation Element does not assume that all of these properties will fully buildout within the 20 year horizon. Thus, many of the projects described above are not assumed within the 20 year horizon of this plan. Recognizing that the properties could eventually fully develop, the above projects are reflected in this plan as longer-term projects.









CHAPTER 6: IMPLEMENTING THE TRANSPORTATION ELEMENT

The recommended projects and programs of the Transportation Element were developed by travel mode, as described in previous chapters. Implementing the Transportation Element will require close coordination among the City departments, citizens, businesses, and other agencies within the region.

In order to guide the City's implementation of the plan, priority should be assigned to assist in assembling an updated six-year Capital Improvement Program (CIP), working toward the 2035 planning horizon. This chapter summarizes the recommended plan and documents the criteria used to prioritize projects.

The Transportation Element is a living document and serves as the blueprint for transportation in Kenmore over the next several years. Realistically, the plan is most useful over the next five years, at which point it should be updated. Several implementation steps should be initiated over the next couple of years to determine if changes are needed, or to reaffirm a particular strategy.

OVERVIEW OF COSTS AND REVENUES

A key GMA planning requirement is the concept of fiscal restraint in transportation planning. A fiscally constrained Transportation Element must first allow for operation and maintenance of existing facilities, and then capital improvements. To introduce fiscal constraint into the plan, an inventory of revenues and costs was undertaken to identify funds that are likely to be available for capital construction and operations.

The proposed Transportation Element for the City of Kenmore contains a variety of projects that will likely cost the city between $67 and $117 million over 20 years. **Table 8** summarizes the costs of the major types of transportation improvements. The Transportation Element focuses on capital projects that will complete the layered network plan. The plan also includes ongoing pavement maintenance to ensure that the roadway network is kept in good condition.

Table 8: Costs of Kenmore Transportation Element (20+ years)

Project Needs	*Description*	*Total Cost*	*Expected City Cost*
Auto/Truck Priority Projects	Bridges, traffic signals, intersection channelization, SR 522 improvements	$40-50M	$5-10M
Pedestrian Projects	Sidewalks, crossings	$20-30M	$20-30M
Bicycle Projects	Bike boulevards, bike lanes, crossings	$15-20M	$12-17M
Multimodal Projects	Multimodal corridors, SR 522 crossings	$40-50M	$10-20M
Pavement Maintenance	Overlay and pavement repair	$20-40M	$20-40M
	Total	**$135-190M**	**$67-117M**

*Costs denoted in millions

It is worthwhile to note that the City of Kenmore has spent around $5 million annually for transportation capital and operations. Revenues include those from outside sources and grants, general city funds, real estate excise taxes, impact fees, and gas tax receipts. If the city were able to maintain this level of revenue, the City could afford around $100 million in transportation projects over the next 20 years.

The comparison of revenues to costs indicates that the city will need to carefully prioritize its projects, since not all of the transportation needs are likely to be affordable with existing revenue sources during the 20-year period. If this occurs, the City has several options:

- Increase the amount of revenue from existing sources, including impact fees, real estate excise taxes, transportation benefit district, or increased general fund revenues.
- Adopt new sources of revenue (see text box on following page).



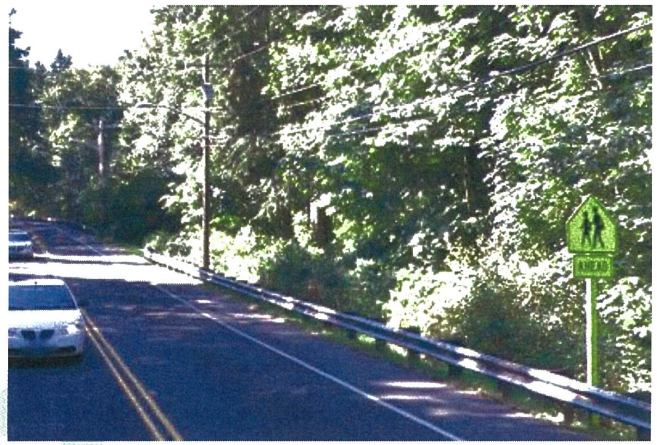
- Lower the level of service standard, and therefore reduce the need for some transportation improvements.

WHAT ARE POTENTIAL NEW REVENUE SOURCES?

- Proceeds from General Obligation Bonds
- Creation of Local Improvement Districts
- Reciprocal impact fees with adjacent jurisdictions
- Business license fee per employee

The city can explore the feasibility and likely revenue amounts from these or other sources as the plan is implemented over the next several years.

Note that the city could also weigh changing the land use element to reduce the amount of development planned (and thus reduce the need for additional public facilities). However, in a community such as Kenmore that is largely built out, land use changes would not likely result in reduced facility needs.



SETTING PRIORITIES

Project prioritization is needed to help identify when best to fund and implement the projects since funding is limited. Criteria were established to help prioritize the projects and implementation. These criteria, not listed in any priority order, are identified in the text box below.

CRITERIA FOR PROJECT PRIORITIZATION

1. Meets City's transportation goals:
   - **Goal 1:** Provide a complete transportation network serving local and regional circulation needs, safely accommodating all users.
   - **Goal 2:** Coordinate with other regional entities to develop and operate the transportation system.
   - **Goal 3:** Promote a transportation system that contributes to fiscal and environmental sustainability.
   - **Goal 4:** Encourage transportation options and strategies that reduce the need for driving.
   - **Goal 5:** Maintain safe air travel services in Kenmore.
   - **Goal 6:** Facilitate freight mobility and economic prosperity.
2. Maintains/improves safety of traveling in Kenmore
3. Provides tangible benefits to Kenmore residents
4. Leverages non-city (federal, state, private) funds freeing up city revenues for additional projects

Using these criteria, the recommended projects will need to be evaluated and ranked based on how well each could meet the criteria. Since one of the criteria relates to funding availability, priorities may shift over time as fund sources change.



High priority projects for Kenmore are those that meet multiple criteria in terms of effectiveness, benefit to the community, and ability to be implemented. These attributes will allow the City to take advantage of a variety of public and private funding sources to complete key projects.

MONITORING AND EVALUATION

The Transportation Element is a long-range plan that enables the City to plan for its current and future transportation needs. Nonetheless, the transportation network is dynamic, constantly changing due to circumstances beyond the scope and influence of this plan. Hence, regular updates are necessary to ensure the plan remains current and relevant. The Transportation Element includes the following actions to monitor and evaluate the progress of implementing the plan.

BI-ANNUAL MOBILITY REPORT CARD

A bi-annual mobility report card will be developed to document progress towards plan implementation and to monitor the transportation system performance. The City will use this information to inform the public regarding the City's actions, and results, related to the Transportation Element. The report card will also provide a basis for future updates of the Transportation Element.

The report card is expected to report on the following topics:

- Land Use and Transportation Trends – These data will describe general land use and transportation trends within Kenmore. Information will include:
  - Current population and employment levels and growth rates,
  - Summary of yearly development activity, and
  - Summary of growth in traffic volumes, transit service and other trends
- Transportation Performance – These data will focus on documenting the current performance of the transportation system, by mode. Information will include:
  - Transit route ridership (from KC Metro and Sound Transit)
  - Park-and-ride lot utilization
  - On-street parking utilization in downtown and nearby park-and-ride locations
  - Traffic volumes
  - Collisions
  - Traffic level of service (auto/truck priority corridors)
  - Pedestrian and bicycle volumes
  - Pavement Maintenance Ratings
- Project Implementation Status – These data will summarize the city's progress towards implementing the priority network improvements recommended in the Transportation Element. Information is expected to include:
  - Auto/truck facilities constructed
  - Pedestrian facilities constructed
  - Bicycle facilities constructed
  - Miles of Pavement overlays

The report card will provide the necessary information to help the city adjust transportation priorities and to facilitate updates to the Transportation Element every few years.



Appendix D - 1: Level of Service Reports

This appendix shows level of service (LOS) calculations at 19 intersections for year 2013 Existing conditions, year 2035 No Action conditions, and year 2035 With Improvements conditions. The 2035 With Improvements conditions include 4 additional analyzed intersections. The 2013 volumes represent counts collected in fall 2013. For both of the 2035 future scenarios, volumes represent traffic forecasts developed using the Kenmore City Model and the traffic growth assumptions described in Appendix D-2. The 2035 No Action LOS calculations assume no changes are made to the City's existing transportation system. The 2035 With Improvements LOS calculations assume the improvements recommended as a part of this plan are in place.

As noted within the plan, the City will measure LOS at the corridor level on SR 522 and 68th Avenue / Juanita Drive / Simonds Road rather than at the intersection level. Though a single intersection on these corridors may experience longer delays than indicated by the standard, the overall concern for residents and travelers on these roadways is to get through multiple intersections in a reasonable amount of time. For this reason, average delay along the corridor is a more meaningful level of service standard than the experience at a single intersection.

Corridor LOS Values (volume weighted averages)

	2013 EX	2035 NA	2035 w/Imp
SR 522 Corridor[2]	E / 66.1	F / 93.6	E / 68.3
Simonds Rd / 68th Ave Corridor[3]	C / 34.9	E / 63.5	D / 53.6

[2] Intersections: 61st Ave NE, 68th Ave NE, 73rd Ave NE, 80th Ave NE, 83rd Ave NE
[3] Intersections: NE 181st St, SR 522, NE 175th St, NE 170th St

HCM Unsignalized Intersection Capacity Analysis
1: NE 193rd St & 61st Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	37	4	150	4	1	0	291	356	4	1	216	39
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	38	4	155	4	1	0	300	367	4	1	223	40
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)			3									
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1009	1196	223	1196	1194	186	223			371		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1009	1196	223	1196	1194	186	223			371		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	77	97	80	96	99	100	78			100		
cM capacity (veh/h)	163	146	787	94	146	831	1351			1184		

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	SB 1	SB 2
Volume Total	197	5	484	188	224	40
Volume Left	38	4	300	0	1	0
Volume Right	155	0	0	4	0	40
cSH	750	101	1351	1700	1184	1700
Volume to Capacity	0.26	0.05	0.22	0.11	0.00	0.02
Queue Length 95th (ft)	26	4	21	0	0	0
Control Delay (s)	15.9	42.5	6.0	0.0	0.0	0.0
Lane LOS	C	E	A		A	
Approach Delay (s)	15.9	42.5	4.3		0.0	
Approach LOS	C	E				

Intersection Summary				
Average Delay	5.5			
Intersection Capacity Utilization	43.4%	ICU Level of Service		A
Analysis Period (min)	15			

HCM Signalized Intersection Capacity Analysis
2: SR 522 & 61st Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	259	2116	271	5	1908	132	57	32	1	61	10	220
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3		5.0			5.0	5.0
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00		1.00			1.00	1.00
Frpb, ped/bikes	1.00	1.00	0.98	1.00	1.00	1.00		1.00			1.00	1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00			1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		1.00			1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.97			0.96	1.00
Satd. Flow (prot)	1770	3539	1550	1787	3574	1599		1803			1786	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00		0.79			0.73	1.00
Satd. Flow (perm)	1770	3539	1550	1787	3574	1599		1461			1352	1583
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	264	2159	277	5	1947	135	58	33	1	62	10	224
RTOR Reduction (vph)	0	0	60	0	0	43	0	0	0	0	0	168
Lane Group Flow (vph)	264	2159	217	5	1947	92	0	92	0	0	72	56
Confl. Bikes (#/hr)			1						1			
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	2%	2%	2%
Turn Type	Prot		Perm	Prot		Perm	Perm			Perm		Perm
Protected Phases	5	2		1	6			8			4	
Permitted Phases			2			6	8			4		4
Actuated Green, G (s)	27.1	79.7	79.7	25.0	77.6	77.6		40.0			40.0	40.0
Effective Green, g (s)	27.1	79.7	79.7	25.0	77.6	77.6		40.0			40.0	40.0
Actuated g/C Ratio	0.17	0.50	0.50	0.16	0.48	0.48		0.25			0.25	0.25
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3		5.0			5.0	5.0
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0		3.0			3.0	3.0
Lane Grp Cap (vph)	300	1763	772	279	1733	776		365			338	396
v/s Ratio Prot	0.15	c0.61		0.00	c0.54							
v/s Ratio Perm			0.14			0.06		c0.06			0.05	0.04
v/c Ratio	0.88	1.22	0.28	0.02	1.12	0.12		0.25			0.21	0.14
Uniform Delay, d1	64.9	40.1	23.4	57.1	41.2	22.5		48.0			47.5	46.6
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2	24.4	106.4	0.9	0.1	63.8	0.3		1.7			1.4	0.7
Delay (s)	89.2	146.5	24.3	57.2	105.0	22.8		49.7			49.0	47.4
Level of Service	F	F	C	E	F	C		D			D	D
Approach Delay (s)		128.4			99.6			49.7			47.8	
Approach LOS		F			F			D			D	

Intersection Summary				
HCM Average Control Delay	110.8	HCM Level of Service	F	
HCM Volume to Capacity ratio	0.92			
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	10.3	
Intersection Capacity Utilization	91.4%	ICU Level of Service	F	
Analysis Period (min)	15			
c Critical Lane Group				

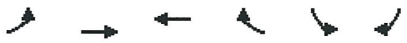
HCM Unsignalized Intersection Capacity Analysis
3: NE 181st St & 65th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	5	124	6	36	227	46	43	41	69	28	14	5
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Hourly flow rate (vph)	5	133	6	39	244	49	46	44	74	30	15	5

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	145	332	165	51
Volume Left (vph)	5	39	46	30
Volume Right (vph)	6	49	74	5
Hadj (s)	-0.02	-0.07	-0.20	0.06
Departure Headway (s)	4.9	4.6	4.9	5.4
Degree Utilization, x	0.20	0.42	0.22	0.08
Capacity (veh/h)	689	749	669	596
Control Delay (s)	9.0	10.9	9.3	8.8
Approach Delay (s)	9.0	10.9	9.3	8.8
Approach LOS	A	B	A	A

Intersection Summary			
Delay	10.0		
HCM Level of Service	A		
Intersection Capacity Utilization	44.6%	ICU Level of Service	A
Analysis Period (min)	15		

HCM Unsignalized Intersection Capacity Analysis
4: NE 175th St & 65th Ave NE 9/8/2014



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (veh/h)	14	290	66	2	18	1
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Hourly flow rate (vph)	15	312	71	2	19	1
Pedestrians					82	
Lane Width (ft)					12.0	
Walking Speed (ft/s)					4.0	
Percent Blockage					7	
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	155				496	154
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	155				496	154
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				96	100
cM capacity (veh/h)	1339				486	824

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	327	73	20
Volume Left	15	0	19
Volume Right	0	2	1
cSH	1339	1700	497
Volume to Capacity	0.01	0.04	0.04
Queue Length 95th (ft)	1	0	3
Control Delay (s)	0.5	0.0	12.6
Lane LOS	A		B
Approach Delay (s)	0.5	0.0	12.6
Approach LOS			B

Intersection Summary			
Average Delay	1.0		
Intersection Capacity Utilization	32.7%	ICU Level of Service	A
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
5: NE 181st St & 68th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	95	167	182	60	129	47	159	266	77	26	194	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5		4.5	4.5			5.0		5.0	5.0	
Lane Util. Factor	1.00	1.00		1.00	1.00			0.95		1.00	1.00	
Frpb, ped/bikes	1.00	0.99		1.00	1.00			1.00		1.00	1.00	
Flpb, ped/bikes	1.00	1.00		1.00	1.00			1.00		1.00	1.00	
Frt	1.00	0.92		1.00	0.96			0.98		1.00	0.97	
Flt Protected	0.95	1.00		0.95	1.00			0.98		0.95	1.00	
Satd. Flow (prot)	1805	1740		1770	1789			3404		1770	1801	
Flt Permitted	0.64	1.00		0.49	1.00			0.78		0.46	1.00	
Satd. Flow (perm)	1222	1740		916	1789			2692		859	1801	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	98	172	188	62	133	48	164	274	79	27	200	57
RTOR Reduction (vph)	0	57	0	0	19	0	0	26	0	0	18	0
Lane Group Flow (vph)	98	303	0	62	162	0	0	491	0	27	239	0
Confl. Bikes (#/hr)			1									
Heavy Vehicles (%)	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Actuated Green, G (s)	12.5	12.5		12.5	12.5			13.5		13.5	13.5	
Effective Green, g (s)	12.5	12.5		12.5	12.5			13.5		13.5	13.5	
Actuated g/C Ratio	0.35	0.35		0.35	0.35			0.38		0.38	0.38	
Clearance Time (s)	4.5	4.5		4.5	4.5			5.0		5.0	5.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0			3.0		3.0	3.0	
Lane Grp Cap (vph)	430	613		323	630			1024		327	685	
v/s Ratio Prot		c0.17			0.09						0.13	
v/s Ratio Perm	0.08			0.07				c0.18		0.03		
v/c Ratio	0.23	0.49		0.19	0.26			0.48		0.08	0.35	
Uniform Delay, d1	8.1	9.0		8.0	8.2			8.3		7.0	7.9	
Progression Factor	1.00	1.00		1.00	1.00			1.00		1.00	1.00	
Incremental Delay, d2	0.3	0.6		0.3	0.2			0.4		0.1	0.3	
Delay (s)	8.4	9.7		8.3	8.4			8.7		7.1	8.2	
Level of Service	A	A		A	A			A		A	A	
Approach Delay (s)		9.4			8.4			8.7			8.1	
Approach LOS		A			A			A			A	

Intersection Summary				
HCM Average Control Delay	8.7	HCM Level of Service	A	
HCM Volume to Capacity ratio	0.49			
Actuated Cycle Length (s)	35.5	Sum of lost time (s)	9.5	
Intersection Capacity Utilization	67.9%	ICU Level of Service	C	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Signalized Intersection Capacity Analysis
6: SR 522 & 68th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	137	1249	427	183	1348	88	644	271	109	109	239	58
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0		5.0	5.0	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95	1.00	0.97	0.95		1.00	0.95	
Frpb, ped/bikes	1.00	1.00	0.99	1.00	1.00	0.99	1.00	1.00		1.00	1.00	
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	0.96		1.00	0.97	
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (prot)	1770	3539	1564	3433	3539	1564	3467	3408		1770	3435	
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (perm)	1770	3539	1564	3433	3539	1564	3467	3408		1770	3435	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	141	1288	440	189	1390	91	664	279	112	112	246	60
RTOR Reduction (vph)	0	0	129	0	0	27	0	26	0	0	15	0
Lane Group Flow (vph)	141	1288	311	189	1390	64	664	365	0	112	291	0
Confl. Bikes (#/hr)			1			1			1			
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	1%	1%	1%	2%	2%	2%
Turn Type	Prot		Perm	Prot		Perm	Prot			Prot		
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2			6						
Actuated Green, G (s)	16.9	71.4	71.4	13.6	68.1	68.1	33.5	39.2		15.5	21.2	
Effective Green, g (s)	16.9	71.4	71.4	13.6	68.1	68.1	33.5	39.2		15.5	21.2	
Actuated g/C Ratio	0.11	0.45	0.45	0.08	0.43	0.43	0.21	0.25		0.10	0.13	
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0		5.0	5.0	
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	187	1579	698	292	1506	666	726	835		171	455	
v/s Ratio Prot	c0.08	c0.36		0.06	c0.39		c0.19	0.11		0.06	c0.08	
v/s Ratio Perm			0.20			0.04						
v/c Ratio	0.75	0.82	0.45	0.65	0.92	0.10	0.91	0.44		0.65	0.64	
Uniform Delay, d1	69.5	38.6	30.6	70.9	43.5	27.5	61.9	51.1		69.7	65.8	
Progression Factor	1.00	1.00	1.00	0.92	1.28	2.14	1.01	0.86		1.00	1.00	
Incremental Delay, d2	15.1	4.8	2.1	2.0	5.7	0.1	15.1	0.3		8.7	3.1	
Delay (s)	84.6	43.3	32.7	67.0	61.2	59.0	77.4	44.5		78.4	68.9	
Level of Service	F	D	C	E	E	E	E	D		E	E	
Approach Delay (s)		43.9			61.7			65.2			71.4	
Approach LOS		D			E			E			E	

Intersection Summary				
HCM Average Control Delay	56.6	HCM Level of Service	E	
HCM Volume to Capacity ratio	0.89			
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	25.6	
Intersection Capacity Utilization	88.6%	ICU Level of Service	E	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Signalized Intersection Capacity Analysis
7: 175th Ave NE & 68th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	15	28	266	54	5	15	41	1084	93	13	911	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		5.0	5.0		5.0	5.0		5.0			5.0	
Lane Util. Factor		1.00	1.00		0.95	0.95		0.91			0.95	
Frpb, ped/bikes		1.00	0.99		1.00	0.99		1.00			1.00	
Flpb, ped/bikes		1.00	1.00		1.00	1.00		1.00			1.00	
Frt		1.00	0.85		1.00	0.85		0.99			1.00	
Flt Protected		0.98	1.00		0.96	1.00		1.00			1.00	
Satd. Flow (prot)		1867	1592		1702	1497		5068			3529	
Flt Permitted		0.90	1.00		0.73	1.00		0.87			0.93	
Satd. Flow (perm)		1712	1592		1300	1497		4435			3278	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	16	29	280	57	5	16	43	1141	98	14	959	15
RTOR Reduction (vph)	0	0	83	0	2	11	0	8	0	0	1	0
Lane Group Flow (vph)	0	45	197	0	62	3	0	1274	0	0	987	0
Confl. Bikes (#/hr)			2			2						
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Turn Type	Perm		Perm	Perm		Perm	Perm			Perm		
Protected Phases		8			4			6			2	
Permitted Phases	8		8	4		4	6			2		
Actuated Green, G (s)		15.7	15.7		15.7	15.7		54.3			54.3	
Effective Green, g (s)		15.7	15.7		15.7	15.7		54.3			54.3	
Actuated g/C Ratio		0.20	0.20		0.20	0.20		0.68			0.68	
Clearance Time (s)		5.0	5.0		5.0	5.0		5.0			5.0	
Vehicle Extension (s)		3.0	3.0		3.0	3.0		4.0			4.0	
Lane Grp Cap (vph)		336	312		255	294		3010			2225	
v/s Ratio Prot												
v/s Ratio Perm		0.03	c0.12		0.05	0.00		0.29			c0.30	
v/c Ratio		0.13	0.63		0.24	0.01		0.42			0.44	
Uniform Delay, d1		26.5	29.5		27.1	25.9		5.8			5.9	
Progression Factor		1.00	1.00		1.00	1.00		1.00			1.24	
Incremental Delay, d2		0.2	4.1		0.5	0.0		0.4			0.6	
Delay (s)		26.7	33.6		27.6	25.9		6.2			7.9	
Level of Service		C	C		C	C		A			A	
Approach Delay (s)		32.7			27.3			6.2			7.9	
Approach LOS		C			C			A			A	

Intersection Summary			
HCM Average Control Delay	10.7	HCM Level of Service	B
HCM Volume to Capacity ratio	0.49		
Actuated Cycle Length (s)	80.0	Sum of lost time (s)	10.0
Intersection Capacity Utilization	72.0%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
8: NE 170th St & 68th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	23	6	9	39	0	392	12	835	36	462	709	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		5.2			5.4	5.4	5.2	5.2		5.4	5.4	5.4
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95		1.00	1.00	1.00
Frpb, ped/bikes		1.00			1.00	1.00	1.00	1.00		1.00	1.00	0.98
Flpb, ped/bikes		1.00			1.00	1.00	1.00	1.00		1.00	1.00	1.00
Frt		0.97			1.00	0.85	1.00	0.99		1.00	1.00	0.85
Flt Protected		0.97			0.95	1.00	0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)		1733			1805	1615	1787	3549		1787	1881	1565
Flt Permitted		0.97			0.95	1.00	0.95	1.00		0.95	1.00	1.00
Satd. Flow (perm)		1733			1805	1615	1787	3549		1787	1881	1565
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	23	6	9	39	0	396	12	843	36	467	716	38
RTOR Reduction (vph)	0	7	0	0	0	366	0	1	0	0	0	4
Lane Group Flow (vph)	0	31	0	0	39	30	12	878	0	467	716	34
Confl. Bikes (#/hr)									2			2
Heavy Vehicles (%)	3%	3%	3%	0%	0%	0%	1%	1%	1%	1%	1%	1%
Turn Type	Split			Split		Perm	Prot			Prot		Perm
Protected Phases	4	4		3	3		5	2		1	6	
Permitted Phases						3						6
Actuated Green, G (s)		6.4			9.1	9.1	2.6	38.7		44.4	80.5	80.5
Effective Green, g (s)		6.4			9.1	9.1	2.6	38.7		44.4	80.5	80.5
Actuated g/C Ratio		0.05			0.08	0.08	0.02	0.32		0.37	0.67	0.67
Clearance Time (s)		5.2			5.4	5.4	5.2	5.2		5.4	5.4	5.4
Vehicle Extension (s)		3.0			2.0	2.0	3.0	2.0		2.0	2.0	2.0
Lane Grp Cap (vph)		93			137	123	39	1146		662	1264	1052
v/s Ratio Prot		c0.02			c0.02		0.01	c0.25		c0.26	0.38	
v/s Ratio Perm						0.02						0.02
v/c Ratio		0.34			0.28	0.24	0.31	0.77		0.71	0.57	0.03
Uniform Delay, d1		54.7			52.3	52.1	57.7	36.5		32.1	10.4	6.6
Progression Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2		2.2			0.4	0.4	4.4	2.8		2.8	0.3	0.0
Delay (s)		56.8			52.7	52.5	62.2	39.3		34.9	10.8	6.6
Level of Service		E			D	D	E	D		C	B	A
Approach Delay (s)		56.8			52.5			39.6			19.9	
Approach LOS		E			D			D			B	

Intersection Summary			
HCM Average Control Delay	32.7	HCM Level of Service	C
HCM Volume to Capacity ratio	0.67		
Actuated Cycle Length (s)	119.8	Sum of lost time (s)	21.2
Intersection Capacity Utilization	71.8%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
9: NE 155th Pl & Juanita Dr NE 9/8/2014



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	1	54	788	1	14	698
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	1	56	812	1	14	720
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1561	813			813	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1561	813			813	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	85			98	
cM capacity (veh/h)	122	382			818	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	57	813	734
Volume Left	1	0	14
Volume Right	56	1	0
cSH	367	1700	818
Volume to Capacity	0.15	0.48	0.02
Queue Length 95th (ft)	13	0	1
Control Delay (s)	16.6	0.0	0.5
Lane LOS	C		A
Approach Delay (s)	16.6	0.0	0.5
Approach LOS	C		

Intersection Summary			
Average Delay	0.8		
Intersection Capacity Utilization	58.0%	ICU Level of Service	B
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
10: NE 153rd Pl & Juanita Dr NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	67	32	38	51	26	30	55	677	54	109	484	109
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.0			5.0		5.0	5.0		5.0	5.0	5.0
Lane Util. Factor	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Frpb, ped/bikes	1.00	1.00			0.99		1.00	1.00		1.00	1.00	0.98
Flpb, ped/bikes	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Frt	1.00	0.92			0.96		1.00	0.99		1.00	1.00	0.85
Flt Protected	0.95	1.00			0.98		0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)	1770	1710			1690		1787	1857		1787	1881	1564
Flt Permitted	0.95	1.00			0.98		0.36	1.00		0.10	1.00	1.00
Satd. Flow (perm)	1770	1710			1690		668	1857		190	1881	1564
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	70	33	40	53	27	31	57	705	56	114	504	114
RTOR Reduction (vph)	0	31	0	0	10	0	0	1	0	0	0	17
Lane Group Flow (vph)	70	42	0	0	101	0	57	760	0	114	504	97
Confl. Bikes (#/hr)						1			2			2
Heavy Vehicles (%)	2%	2%	2%	5%	5%	5%	1%	1%	1%	1%	1%	1%
Turn Type	Split			Split			pm+pt			pm+pt		custom
Protected Phases	3	3		4	4		1	6		5	2	
Permitted Phases							6			2		6
Actuated Green, G (s)	10.0	10.0			9.6		41.8	36.9		47.4	39.7	36.9
Effective Green, g (s)	10.0	10.0			9.6		41.8	36.9		47.4	39.7	36.9
Actuated g/C Ratio	0.12	0.12			0.11		0.50	0.44		0.56	0.47	0.44
Clearance Time (s)	5.0	5.0			5.0		5.0	5.0		5.0	5.0	5.0
Vehicle Extension (s)	2.0	2.0			2.0		2.0	2.0		2.0	2.0	2.0
Lane Grp Cap (vph)	210	203			193		397	814		253	887	685
v/s Ratio Prot	c0.04	0.02			c0.06		0.01	c0.41		c0.04	c0.27	
v/s Ratio Perm							0.06			0.21		0.06
v/c Ratio	0.33	0.21			0.52		0.14	0.93		0.45	0.57	0.14
Uniform Delay, d1	34.0	33.5			35.1		11.6	22.5		15.6	16.1	14.2
Progression Factor	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2	0.3	0.2			1.2		0.1	17.2		0.5	0.5	0.0
Delay (s)	34.4	33.7			36.3		11.7	39.7		16.1	16.6	14.2
Level of Service	C	C			D		B	D		B	B	B
Approach Delay (s)		34.0			36.3			37.8			16.1	
Approach LOS		C			D			D			B	

Intersection Summary			
HCM Average Control Delay	28.6	HCM Level of Service	C
HCM Volume to Capacity ratio	0.78		
Actuated Cycle Length (s)	84.2	Sum of lost time (s)	25.0
Intersection Capacity Utilization	70.1%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
11: NE 192nd St & 73rd Ave NE 9/8/2014

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	163	103	125	373	40	92
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	177	112	136	405	43	100
Pedestrians	6					2
Lane Width (ft)	12.0					12.0
Walking Speed (ft/s)	4.0					4.0
Percent Blockage	1					0
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	329	144			547	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	329	144			547	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	72	88			96	
cM capacity (veh/h)	634	898			1017	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1
Volume Total	289	136	405	143
Volume Left	177	0	0	43
Volume Right	112	0	405	0
cSH	715	1700	1700	1017
Volume to Capacity	0.40	0.08	0.24	0.04
Queue Length 95th (ft)	49	0	0	3
Control Delay (s)	13.4	0.0	0.0	2.9
Lane LOS	B			A
Approach Delay (s)	13.4	0.0		2.9
Approach LOS	B			

Intersection Summary			
Average Delay	4.4		
Intersection Capacity Utilization	40.3%	ICU Level of Service	A
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
12: NE 181st St & 73rd Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	200	5	142	36	24	58	134	318	15	2	163	102
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5		4.5			5.0			5.0	
Lane Util. Factor		1.00	1.00		1.00			1.00			1.00	
Frpb, ped/bikes		1.00	0.99		1.00			1.00			0.99	
Flpb, ped/bikes		1.00	1.00		1.00			1.00			1.00	
Frt		1.00	0.85		0.93			1.00			0.95	
Flt Protected		0.95	1.00		0.99			0.99			1.00	
Satd. Flow (prot)		1776	1563		1746			1793			1752	
Flt Permitted		0.95	1.00		0.99			0.83			1.00	
Satd. Flow (perm)		1776	1563		1746			1508			1748	
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	202	5	143	36	24	59	135	321	15	2	165	103
RTOR Reduction (vph)	0	0	114	0	51	0	0	2	0	0	37	0
Lane Group Flow (vph)	0	207	29	0	68	0	0	469	0	0	233	0
Confl. Bikes (#/hr)			1									1
Heavy Vehicles (%)	2%	2%	2%	0%	0%	0%	4%	4%	4%	2%	2%	2%
Turn Type	Split		Perm	Split			Perm			Perm		
Protected Phases	8	8		4	4			6			2	
Permitted Phases		8	8				6			2		
Actuated Green, G (s)		11.8	11.8		7.7			23.9			23.9	
Effective Green, g (s)		11.8	11.8		7.7			23.9			23.9	
Actuated g/C Ratio		0.21	0.21		0.13			0.42			0.42	
Clearance Time (s)		4.5	4.5		4.5			5.0			5.0	
Vehicle Extension (s)		3.0	3.0		3.0			3.0			3.0	
Lane Grp Cap (vph)		365	321		234			628			728	
v/s Ratio Prot		c0.12			c0.04							
v/s Ratio Perm			0.02					c0.31			0.13	
v/c Ratio		0.57	0.09		0.29			0.75			0.32	
Uniform Delay, d1		20.5	18.5		22.4			14.2			11.3	
Progression Factor		1.00	1.00		1.00			1.00			1.00	
Incremental Delay, d2		2.0	0.1		0.7			4.8			0.3	
Delay (s)		22.5	18.6		23.1			19.0			11.5	
Level of Service		C	B		C			B			B	
Approach Delay (s)		20.9			23.1			19.0			11.5	
Approach LOS		C			C			B			B	

Intersection Summary			
HCM Average Control Delay	18.3	HCM Level of Service	B
HCM Volume to Capacity ratio	0.62		
Actuated Cycle Length (s)	57.4	Sum of lost time (s)	14.0
Intersection Capacity Utilization	70.1%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
13: SR 522 & 73rd Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	76	1443	17	61	1639	216	41	61	126	189	81	102
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0	5.0	5.0	5.0	5.0
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frpb, ped/bikes	1.00	1.00	0.98	1.00	1.00	1.00	1.00	1.00	0.99	1.00	1.00	1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1752	3505	1536	1770	3539	1583	1752	1845	1547	1787	1881	1599
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1752	3505	1536	1770	3539	1583	1752	1845	1547	1787	1881	1599
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	80	1519	18	64	1725	227	43	64	133	199	85	107
RTOR Reduction (vph)	0	0	4	0	0	50	0	0	114	0	0	82
Lane Group Flow (vph)	80	1519	14	64	1725	177	43	64	19	199	85	25
Confl. Bikes (#/hr)			1						1			
Heavy Vehicles (%)	3%	3%	3%	2%	2%	2%	3%	3%	3%	1%	1%	1%
Turn Type	Prot		Perm	Prot		Perm	Prot		Perm	Prot		Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2			6			8			4
Actuated Green, G (s)	12.2	85.4	85.4	9.4	82.6	82.6	7.8	23.4	23.4	21.5	37.1	37.1
Effective Green, g (s)	12.2	85.4	85.4	9.4	82.6	82.6	7.8	23.4	23.4	21.5	37.1	37.1
Actuated g/C Ratio	0.08	0.53	0.53	0.06	0.52	0.52	0.05	0.15	0.15	0.13	0.23	0.23
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0	2.5	3.0	3.0	2.5	3.0	3.0
Lane Grp Cap (vph)	134	1871	820	104	1827	817	85	270	226	240	436	371
v/s Ratio Prot	c0.05	c0.43		0.04	c0.49		0.02	c0.03		c0.11	0.05	
v/s Ratio Perm			0.01			0.11			0.01			0.02
v/c Ratio	0.60	0.81	0.02	0.62	0.94	0.22	0.51	0.24	0.09	0.83	0.19	0.07
Uniform Delay, d1	71.5	30.7	17.5	73.5	36.5	21.1	74.2	60.4	59.1	67.5	49.4	47.9
Progression Factor	1.10	0.70	1.07	0.75	1.58	2.56	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	4.1	2.8	0.0	3.5	5.3	0.2	3.4	0.5	0.2	20.1	0.2	0.1
Delay (s)	82.9	24.2	18.8	58.8	63.1	54.3	77.6	60.9	59.2	87.5	49.7	48.0
Level of Service	F	C	B	E	E	D	E	E	E	F	D	D
Approach Delay (s)		27.1			61.9			63.0			68.5	
Approach LOS		C			E			E			E	

Intersection Summary				
HCM Average Control Delay	49.4	HCM Level of Service	D	
HCM Volume to Capacity ratio	0.81			
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	25.6	
Intersection Capacity Utilization	79.4%	ICU Level of Service	D	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Unsignalized Intersection Capacity Analysis
14: NE 192nd St & 80th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	232	0	54	0	0	0	77	315	0	0	193	143
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Hourly flow rate (vph)	242	0	56	0	0	0	80	328	0	0	201	149

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	298	0	408	350
Volume Left (vph)	242	0	80	0
Volume Right (vph)	56	0	0	149
Hadj (s)	0.07	0.00	0.06	-0.24
Departure Headway (s)	5.9	6.7	5.4	5.3
Degree Utilization, x	0.49	0.00	0.62	0.51
Capacity (veh/h)	565	419	632	652
Control Delay (s)	14.5	9.7	16.8	13.6
Approach Delay (s)	14.5	0.0	16.8	13.6
Approach LOS	B	A	C	B

Intersection Summary			
Delay	15.1		
HCM Level of Service	C		
Intersection Capacity Utilization	65.9%	ICU Level of Service	C
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
15: SR 522 & 80th Ave NE 9/8/2014

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Volume (vph)	209	1586	0	1711	201	81	142
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3		5.3	5.3	5.0	5.0
Lane Util. Factor	1.00	0.95		0.95	1.00	1.00	1.00
Frpb, ped/bikes	1.00	1.00		1.00	0.98	1.00	0.99
Flpb, ped/bikes	1.00	1.00		1.00	1.00	1.00	1.00
Frt	1.00	1.00		1.00	0.85	1.00	0.85
Flt Protected	0.95	1.00		1.00	1.00	0.95	1.00
Satd. Flow (prot)	1770	3539		3574	1566	1770	1562
Flt Permitted	0.95	1.00		1.00	1.00	0.95	1.00
Satd. Flow (perm)	1770	3539		3574	1566	1770	1562
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	215	1635	0	1764	207	84	146
RTOR Reduction (vph)	0	0	0	0	47	0	119
Lane Group Flow (vph)	215	1635	0	1764	160	84	27
Confl. Bikes (#/hr)					1		1
Heavy Vehicles (%)	2%	2%	1%	1%	1%	2%	2%
Turn Type	Prot		Prot		Perm		Perm
Protected Phases	5	2	1	6		4	
Permitted Phases					6		4
Actuated Green, G (s)	24.9	104.9		75.0	75.0	30.0	30.0
Effective Green, g (s)	24.9	104.9		75.0	75.0	30.0	30.0
Actuated g/C Ratio	0.16	0.66		0.47	0.47	0.19	0.19
Clearance Time (s)	5.0	5.3		5.3	5.3	5.0	5.0
Vehicle Extension (s)	3.0	4.0		4.0	4.0	2.5	2.5
Lane Grp Cap (vph)	275	2320		1675	734	332	293
v/s Ratio Prot	c0.12	0.46		c0.49		c0.05	
v/s Ratio Perm					0.10		0.02
v/c Ratio	0.78	0.70		1.05	0.22	0.25	0.09
Uniform Delay, d1	64.9	17.6		42.5	25.2	55.4	53.8
Progression Factor	0.71	2.17		1.00	1.00	1.00	1.00
Incremental Delay, d2	9.0	1.2		37.5	0.7	1.8	0.6
Delay (s)	55.0	39.5		80.0	25.8	57.3	54.4
Level of Service	E	D		E	C	E	D
Approach Delay (s)		41.3		74.3		55.4	
Approach LOS		D		E		E	

Intersection Summary			
HCM Average Control Delay	58.1	HCM Level of Service	E
HCM Volume to Capacity ratio	0.82		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	30.1
Intersection Capacity Utilization	76.1%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
16: SR 522 & 83rd Pl NE 9/8/2014

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	130	1544	1810	37	18	103
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.3	5.0	5.0
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frpb, ped/bikes	1.00	1.00	1.00	0.98	1.00	1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	1.00	0.85	1.00	0.85
Flt Protected	0.95	1.00	1.00	1.00	0.95	1.00
Satd. Flow (prot)	1770	3539	3574	1565	1787	1599
Flt Permitted	0.95	1.00	1.00	1.00	0.95	1.00
Satd. Flow (perm)	1770	3539	3574	1565	1787	1599
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	137	1625	1905	39	19	108
RTOR Reduction (vph)	0	0	0	5	0	84
Lane Group Flow (vph)	137	1625	1905	34	19	24
Confl. Bikes (#/hr)				2		
Heavy Vehicles (%)	2%	2%	1%	1%	1%	1%
Turn Type	Prot			Perm		Perm
Protected Phases	5	2	6		4	
Permitted Phases				6		4
Actuated Green, G (s)	17.1	106.1	84.0	84.0	35.0	35.0
Effective Green, g (s)	17.1	106.1	84.0	84.0	35.0	35.0
Actuated g/C Ratio	0.11	0.66	0.52	0.52	0.22	0.22
Clearance Time (s)	5.0	5.3	5.3	5.3	5.0	5.0
Vehicle Extension (s)	2.5	4.0	4.0	4.0	3.0	3.0
Lane Grp Cap (vph)	189	2347	1876	822	391	350
v/s Ratio Prot	0.08	c0.46	c0.53		0.01	
v/s Ratio Perm				0.02		c0.01
v/c Ratio	0.72	0.69	1.02	0.04	0.05	0.07
Uniform Delay, d1	69.2	16.8	38.0	18.5	49.4	49.6
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	12.2	1.7	24.7	0.1	0.2	0.4
Delay (s)	81.3	18.5	62.7	18.5	49.6	49.9
Level of Service	F	B	E	B	D	D
Approach Delay (s)		23.4	61.8		49.9	
Approach LOS		C	E		D	

Intersection Summary			
HCM Average Control Delay	43.8	HCM Level of Service	D
HCM Volume to Capacity ratio	0.75		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	24.2
Intersection Capacity Utilization	74.2%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
17: Simonds Rd NE & 84th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	2	381	0	3	510	10	0	0	4	10	0	2
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Hourly flow rate (vph)	2	448	0	4	600	12	0	0	5	12	0	2
Pedestrians		2						2				
Lane Width (ft)		12.0						12.0				
Walking Speed (ft/s)		4.0						4.0				
Percent Blockage		0						0				
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	612			450			1072	1074	450	1071	1068	608
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	612			450			1072	1074	450	1071	1068	608
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.2	6.6	6.3
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.6	4.1	3.4
p0 queue free %	100			100			100	100	99	94	100	100
cM capacity (veh/h)	967			1114			197	220	612	191	215	484

Direction, Lane #	EB 1	EB 2	WB 1	NB 1	SB 1
Volume Total	451	0	615	5	14
Volume Left	2	0	4	0	12
Volume Right	0	0	12	5	2
cSH	967	1700	1114	612	212
Volume to Capacity	0.00	0.00	0.00	0.01	0.07
Queue Length 95th (ft)	0	0	0	1	5
Control Delay (s)	0.1	0.0	0.1	10.9	23.2
Lane LOS	A		A	B	C
Approach Delay (s)	0.1		0.1	10.9	23.2
Approach LOS				B	C

Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	45.6%	ICU Level of Service	A
Analysis Period (min)	15		

HCM Unsignalized Intersection Capacity Analysis
18: NE 155th St & 84th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	5	114	23	36	165	15	28	37	14	12	74	18
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	5	120	24	38	174	16	29	39	15	13	78	19

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	149	227	83	109
Volume Left (vph)	5	38	29	13
Volume Right (vph)	24	16	15	19
Hadj (s)	-0.06	0.01	0.07	-0.05
Departure Headway (s)	4.6	4.6	5.0	4.9
Degree Utilization, x	0.19	0.29	0.12	0.15
Capacity (veh/h)	730	745	657	678
Control Delay (s)	8.7	9.4	8.7	8.7
Approach Delay (s)	8.7	9.4	8.7	8.7
Approach LOS	A	A	A	A

Intersection Summary				
Delay	9.0			
HCM Level of Service	A			
Intersection Capacity Utilization	40.2%	ICU Level of Service	A	
Analysis Period (min)	15			

HCM Signalized Intersection Capacity Analysis
19: NE 155th St & Simonds Rd NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	9	17	122	63	30	56	184	388	38	40	293	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		5.0			5.0	5.0	5.0	5.0		5.0	5.0	
Lane Util. Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	
Frt		0.89			1.00	0.85	1.00	0.99		1.00	1.00	
Flt Protected		1.00			0.97	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (prot)		1667			1838	1615	1805	1875		1770	1858	
Flt Permitted		1.00			0.97	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (perm)		1667			1838	1615	1805	1875		1770	1858	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	9	18	128	66	32	59	194	408	40	42	308	5
RTOR Reduction (vph)	0	119	0	0	0	53	0	2	0	0	0	0
Lane Group Flow (vph)	0	36	0	0	98	6	194	446	0	42	313	0
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	0%	0%	0%	2%	2%	2%
Turn Type	Split			Split		Perm	Prot			Prot		
Protected Phases	4	4		3	3		5	2		1	6	
Permitted Phases						3						
Actuated Green, G (s)		7.4			11.4	11.4	15.1	67.7		4.8	57.4	
Effective Green, g (s)		7.4			11.4	11.4	15.1	67.7		4.8	57.4	
Actuated g/C Ratio		0.07			0.10	0.10	0.14	0.61		0.04	0.52	
Clearance Time (s)		5.0			5.0	5.0	5.0	5.0		5.0	5.0	
Vehicle Extension (s)		2.0			2.0	2.0	2.0	2.0		2.0	2.0	
Lane Grp Cap (vph)		111			188	165	245	1140		76	958	
v/s Ratio Prot		c0.02			c0.05		c0.11	c0.24		0.02	0.17	
v/s Ratio Perm						0.00						
v/c Ratio		0.32			0.52	0.04	0.79	0.39		0.55	0.33	
Uniform Delay, d1		49.5			47.4	45.0	46.6	11.2		52.2	15.7	
Progression Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	
Incremental Delay, d2		0.6			1.2	0.0	14.9	1.0		4.9	0.9	
Delay (s)		50.2			48.6	45.0	61.5	12.2		57.1	16.6	
Level of Service		D			D	D	E	B		E	B	
Approach Delay (s)		50.2			47.2			27.1			21.4	
Approach LOS		D			D			C			C	

Intersection Summary			
HCM Average Control Delay	30.7	HCM Level of Service	C
HCM Volume to Capacity ratio	0.45		
Actuated Cycle Length (s)	111.3	Sum of lost time (s)	15.0
Intersection Capacity Utilization	57.5%	ICU Level of Service	B
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis
1: NE 193rd St & 61st Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	64	7	259	8	2	0	358	437	5	1	295	53
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	66	7	267	8	2	0	369	451	5	1	304	55
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)			3									
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1271	1500	304	1501	1497	228	304			456		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1271	1500	304	1501	1497	228	304			456		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	32	92	62	79	98	100	71			100		
cM capacity (veh/h)	96	87	698	38	87	781	1261			1101		

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	SB 1	SB 2
Volume Total	340	10	594	230	305	55
Volume Left	66	8	369	0	1	0
Volume Right	267	0	0	5	0	55
cSH	444	43	1261	1700	1101	1700
Volume to Capacity	0.77	0.24	0.29	0.14	0.00	0.03
Queue Length 95th (ft)	163	20	31	0	0	0
Control Delay (s)	35.3	112.4	6.8	0.0	0.0	0.0
Lane LOS	E	F	A		A	
Approach Delay (s)	35.3	112.4	4.9		0.0	
Approach LOS	E	F				

Intersection Summary				
Average Delay	11.2			
Intersection Capacity Utilization	55.3%	ICU Level of Service	B	
Analysis Period (min)	15			

HCM Signalized Intersection Capacity Analysis
2: SR 522 & 61st Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	273	2296	281	10	2060	156	175	183	1	124	97	227
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3		5.0			5.0	5.0
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00		1.00			1.00	1.00
Frpb, ped/bikes	1.00	1.00	0.98	1.00	1.00	1.00		1.00			1.00	1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00			1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		1.00			1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.98			0.97	1.00
Satd. Flow (prot)	1770	3539	1551	1787	3574	1599		1818			1812	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00		0.56			0.63	1.00
Satd. Flow (perm)	1770	3539	1551	1787	3574	1599		1040			1179	1583
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	279	2343	287	10	2102	159	179	187	1	127	99	232
RTOR Reduction (vph)	0	0	58	0	0	48	0	0	0	0	0	160
Lane Group Flow (vph)	279	2343	229	10	2102	111	0	367	0	0	226	72
Confl. Bikes (#/hr)			1						1			
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	2%	2%	2%
Turn Type	Prot		Perm	Prot		Perm	Perm			Perm		Perm
Protected Phases	5	2		1	6			8			4	
Permitted Phases			2			6	8			4		4
Actuated Green, G (s)	19.0	90.7	90.7	7.0	78.7	78.7		47.0			47.0	47.0
Effective Green, g (s)	19.0	90.7	90.7	7.0	78.7	78.7		47.0			47.0	47.0
Actuated g/C Ratio	0.12	0.57	0.57	0.04	0.49	0.49		0.29			0.29	0.29
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3		5.0			5.0	5.0
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0		3.0			3.0	3.0
Lane Grp Cap (vph)	210	2006	879	78	1758	787		306			346	465
v/s Ratio Prot	c0.16	0.66		0.01	c0.59							
v/s Ratio Perm			0.15			0.07		c0.35			0.19	0.05
v/c Ratio	1.33	1.17	0.26	0.13	1.20	0.14		1.20			0.65	0.15
Uniform Delay, d1	70.5	34.6	17.6	73.6	40.6	22.2		56.5			49.4	41.8
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2	176.8	81.4	0.7	3.4	93.9	0.4		116.9			9.2	0.7
Delay (s)	247.3	116.0	18.3	76.9	134.6	22.6		173.4			58.6	42.5
Level of Service	F	F	B	E	F	C		F			E	D
Approach Delay (s)		119.0			126.5			173.4			50.5	
Approach LOS		F			F			F			D	

Intersection Summary			
HCM Average Control Delay	119.9	HCM Level of Service	F
HCM Volume to Capacity ratio	1.21		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	15.3
Intersection Capacity Utilization	110.9%	ICU Level of Service	H
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
3: NE 181st St & 65th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	10	274	16	208	256	47	194	51	107	29	19	10
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Hourly flow rate (vph)	11	295	17	224	275	51	209	55	115	31	20	11

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	323	549	378	62
Volume Left (vph)	11	224	209	31
Volume Right (vph)	17	51	115	11
Hadj (s)	-0.03	0.03	-0.06	0.00
Departure Headway (s)	6.7	6.3	6.8	8.0
Degree Utilization, x	0.60	0.96	0.71	0.14
Capacity (veh/h)	519	564	521	390
Control Delay (s)	19.2	52.7	24.7	12.3
Approach Delay (s)	19.2	52.7	24.7	12.3
Approach LOS	C	F	C	B

Intersection Summary				
Delay	34.5			
HCM Level of Service	D			
Intersection Capacity Utilization	79.9%	ICU Level of Service	D	
Analysis Period (min)	15			

HCM Unsignalized Intersection Capacity Analysis
4: NE 175th St & 65th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	19	387	5	275	153	2	195	213	38	28	295	1
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.93	0.93	0.92	0.92	0.93	0.93	0.92	0.92	0.92	0.93	0.92	0.93
Hourly flow rate (vph)	20	416	5	299	165	2	212	232	41	30	321	1
Pedestrians											82	
Lane Width (ft)											12.0	
Walking Speed (ft/s)											4.0	
Percent Blockage											7	
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	249			422			1385	1306	419	1462	1308	248
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	249			422			1385	1306	419	1462	1308	248
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			74			0	0	93	0	0	100
cM capacity (veh/h)	1238			1138			0	108	634	0	108	730

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	442	466	485	352
Volume Left	20	299	212	30
Volume Right	5	2	41	1
cSH	1238	1138	0	0
Volume to Capacity	0.02	0.26	Err	Err
Queue Length 95th (ft)	1	26	Err	Err
Control Delay (s)	0.5	6.9	Err	Err
Lane LOS	A	A	F	F
Approach Delay (s)	0.5	6.9	Err	Err
Approach LOS			F	F

Intersection Summary					
Average Delay			Err		
Intersection Capacity Utilization			99.9%	ICU Level of Service	F
Analysis Period (min)			15		

HCM Signalized Intersection Capacity Analysis
5: NE 181st St & 68th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	105	199	305	70	219	57	223	565	96	32	771	93
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5		4.5	4.5			5.0		5.0	5.0	
Lane Util. Factor	1.00	1.00		1.00	1.00			0.95		1.00	1.00	
Frpb, ped/bikes	1.00	0.99		1.00	1.00			1.00		1.00	1.00	
Flpb, ped/bikes	1.00	1.00		1.00	1.00			1.00		1.00	1.00	
Frt	1.00	0.91		1.00	0.97			0.98		1.00	0.98	
Flt Protected	0.95	1.00		0.95	1.00			0.99		0.95	1.00	
Satd. Flow (prot)	1805	1714		1770	1805			3438		1770	1833	
Flt Permitted	0.48	1.00		0.20	1.00			0.53		0.26	1.00	
Satd. Flow (perm)	910	1714		367	1805			1835		483	1833	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	108	205	314	72	226	59	230	582	99	33	795	96
RTOR Reduction (vph)	0	84	0	0	14	0	0	13	0	0	6	0
Lane Group Flow (vph)	108	435	0	72	271	0	0	898	0	33	885	0
Confl. Bikes (#/hr)			1									
Heavy Vehicles (%)	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Actuated Green, G (s)	20.3	20.3		20.3	20.3			34.0		34.0	34.0	
Effective Green, g (s)	20.3	20.3		20.3	20.3			34.0		34.0	34.0	
Actuated g/C Ratio	0.32	0.32		0.32	0.32			0.53		0.53	0.53	
Clearance Time (s)	4.5	4.5		4.5	4.5			5.0		5.0	5.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0			3.0		3.0	3.0	
Lane Grp Cap (vph)	290	545		117	574			978		257	977	
v/s Ratio Prot		c0.25			0.15						0.48	
v/s Ratio Perm	0.12			0.20				c0.49		0.07		
v/c Ratio	0.37	0.80		0.62	0.47			1.77dl		0.13	0.91	
Uniform Delay, d1	16.8	19.9		18.4	17.4			13.6		7.5	13.5	
Progression Factor	1.00	1.00		1.00	1.00			1.00		1.00	1.00	
Incremental Delay, d2	0.8	8.0		9.3	0.6			13.1		0.2	11.7	
Delay (s)	17.6	27.9		27.7	18.1			26.7		7.7	25.1	
Level of Service	B	C		C	B			C		A	C	
Approach Delay (s)		26.1			20.0			26.7			24.5	
Approach LOS		C			C			C			C	

Intersection Summary			
HCM Average Control Delay	25.0	HCM Level of Service	C
HCM Volume to Capacity ratio	0.87		
Actuated Cycle Length (s)	63.8	Sum of lost time (s)	9.5
Intersection Capacity Utilization	120.6%	ICU Level of Service	H
Analysis Period (min)	15		

dl Defacto Left Lane. Recode with 1 though lane as a left lane.
c Critical Lane Group

HCM Signalized Intersection Capacity Analysis
6: SR 522 & 68th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	249	1259	508	205	1536	109	656	459	124	389	642	70
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0		5.0	5.0	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95	1.00	0.97	0.95		1.00	0.95	
Frpb, ped/bikes	1.00	1.00	0.99	1.00	1.00	0.99	1.00	1.00		1.00	1.00	
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	0.97		1.00	0.99	
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (prot)	1770	3539	1564	3433	3539	1563	3467	3450		1770	3487	
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (perm)	1770	3539	1564	3433	3539	1563	3467	3450		1770	3487	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	257	1298	524	211	1584	112	676	473	128	401	662	72
RTOR Reduction (vph)	0	0	189	0	0	34	0	15	0	0	5	0
Lane Group Flow (vph)	257	1298	335	211	1584	78	676	586	0	401	729	0
Confl. Bikes (#/hr)			1			1			1			
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	1%	1%	1%	2%	2%	2%
Turn Type	Prot		Perm	Prot		Perm	Prot			Prot		
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2			6						
Actuated Green, G (s)	19.1	69.0	69.0	10.8	60.7	60.7	23.0	32.9		27.0	36.9	
Effective Green, g (s)	19.1	69.0	69.0	10.8	60.7	60.7	23.0	32.9		27.0	36.9	
Actuated g/C Ratio	0.12	0.43	0.43	0.07	0.38	0.38	0.14	0.21		0.17	0.23	
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0		5.0	5.0	
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	211	1526	674	232	1343	593	498	709		299	804	
v/s Ratio Prot	c0.15	0.37		0.06	c0.45		0.19	0.17		c0.23	c0.21	
v/s Ratio Perm			0.21			0.05						
v/c Ratio	1.22	0.85	0.50	0.91	1.18	0.13	1.36	0.83		1.34	0.91	
Uniform Delay, d1	70.5	40.9	32.9	74.1	49.6	32.4	68.5	60.8		66.5	59.9	
Progression Factor	1.00	1.00	1.00	0.93	1.22	1.96	1.10	0.85		1.00	1.00	
Incremental Delay, d2	133.2	6.2	2.6	5.2	81.5	0.0	169.4	5.3		174.4	13.7	
Delay (s)	203.7	47.0	35.5	73.9	142.1	63.5	245.1	57.1		240.9	73.6	
Level of Service	F	D	D	E	F	E	F	E		F	E	
Approach Delay (s)		63.5			130.0			156.6			132.7	
Approach LOS		E			F			F			F	

Intersection Summary				
HCM Average Control Delay	114.2	HCM Level of Service	F	
HCM Volume to Capacity ratio	1.16			
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	20.3	
Intersection Capacity Utilization	111.9%	ICU Level of Service	H	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Signalized Intersection Capacity Analysis
7: 175th Ave NE & 68th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	15	42	317	80	51	46	138	1260	131	18	1198	134
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		5.0	5.0		5.0	5.0		5.0			5.0	
Lane Util. Factor		1.00	1.00		0.95	0.95		0.91			0.95	
Frpb, ped/bikes		1.00	0.99		1.00	0.99		1.00			1.00	
Flpb, ped/bikes		1.00	1.00		1.00	1.00		1.00			1.00	
Frt		1.00	0.85		0.99	0.85		0.99			0.99	
Flt Protected		0.99	1.00		0.97	1.00		1.00			1.00	
Satd. Flow (prot)		1875	1593		1726	1498		5047			3484	
Flt Permitted		0.91	1.00		0.79	1.00		0.66			0.91	
Satd. Flow (perm)		1737	1593		1406	1498		3337			3177	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	16	44	334	84	54	48	145	1326	138	19	1261	141
RTOR Reduction (vph)	0	0	35	0	2	29	0	11	0	0	9	0
Lane Group Flow (vph)	0	60	299	0	142	14	0	1598	0	0	1412	0
Confl. Bikes (#/hr)			2			2						
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Turn Type	Perm		Perm	Perm		Perm	Perm			Perm		
Protected Phases		8			4			6			2	
Permitted Phases	8		8	4		4	6			2		
Actuated Green, G (s)		20.0	20.0		20.0	20.0		50.0			50.0	
Effective Green, g (s)		20.0	20.0		20.0	20.0		50.0			50.0	
Actuated g/C Ratio		0.25	0.25		0.25	0.25		0.62			0.62	
Clearance Time (s)		5.0	5.0		5.0	5.0		5.0			5.0	
Vehicle Extension (s)		3.0	3.0		3.0	3.0		4.0			4.0	
Lane Grp Cap (vph)		434	398		352	375		2086			1986	
v/s Ratio Prot												
v/s Ratio Perm		0.03	c0.19		0.10	0.01		c0.48			0.44	
v/c Ratio		0.14	0.75		0.40	0.04		0.91dl			0.71	
Uniform Delay, d1		23.3	27.7		25.0	22.7		10.8			10.1	
Progression Factor		1.00	1.00		1.00	1.00		1.00			1.64	
Incremental Delay, d2		0.1	7.8		0.8	0.0		2.8			1.4	
Delay (s)		23.5	35.5		25.8	22.7		13.5			18.0	
Level of Service		C	D		C	C		B			B	
Approach Delay (s)		33.6			25.1			13.5			18.0	
Approach LOS		C			C			B			B	

Intersection Summary			
HCM Average Control Delay	18.1	HCM Level of Service	B
HCM Volume to Capacity ratio	0.76		
Actuated Cycle Length (s)	80.0	Sum of lost time (s)	10.0
Intersection Capacity Utilization	95.2%	ICU Level of Service	F
Analysis Period (min)	15		

dl Defacto Left Lane. Recode with 1 though lane as a left lane.
c Critical Lane Group

HCM Signalized Intersection Capacity Analysis
8: NE 170th St & 68th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	31	11	14	44	13	569	17	1002	41	642	915	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		5.2			5.4	5.4	5.2	5.2		5.4	5.4	5.4
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95		1.00	1.00	1.00
Frpb, ped/bikes		1.00			1.00	1.00	1.00	1.00		1.00	1.00	0.98
Flpb, ped/bikes		1.00			1.00	1.00	1.00	1.00		1.00	1.00	1.00
Frt		0.97			1.00	0.85	1.00	0.99		1.00	1.00	0.85
Flt Protected		0.97			0.96	1.00	0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)		1734			1829	1615	1787	3550		1787	1881	1565
Flt Permitted		0.97			0.96	1.00	0.95	1.00		0.95	1.00	1.00
Satd. Flow (perm)		1734			1829	1615	1787	3550		1787	1881	1565
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	31	11	14	44	13	575	17	1012	41	648	924	41
RTOR Reduction (vph)	0	8	0	0	0	533	0	1	0	0	0	4
Lane Group Flow (vph)	0	48	0	0	57	42	17	1052	0	648	924	37
Confl. Bikes (#/hr)									2			2
Heavy Vehicles (%)	3%	3%	3%	0%	0%	0%	1%	1%	1%	1%	1%	1%
Turn Type	Split			Split		Perm	Prot			Prot		Perm
Protected Phases	4	4		3	3		5	2		1	6	
Permitted Phases						3						6
Actuated Green, G (s)		8.3			11.3	11.3	4.5	53.5		62.2	111.2	111.2
Effective Green, g (s)		8.3			11.3	11.3	4.5	53.5		62.2	111.2	111.2
Actuated g/C Ratio		0.05			0.07	0.07	0.03	0.34		0.40	0.71	0.71
Clearance Time (s)		5.2			5.4	5.4	5.2	5.2		5.4	5.4	5.4
Vehicle Extension (s)		3.0			2.0	2.0	3.0	2.0		2.0	2.0	2.0
Lane Grp Cap (vph)		92			132	117	51	1214		710	1337	1112
v/s Ratio Prot		c0.03			c0.03		0.01	c0.30		c0.36	0.49	
v/s Ratio Perm						0.03						0.02
v/c Ratio		0.53			0.43	0.35	0.33	0.87		0.91	0.69	0.03
Uniform Delay, d1		72.2			69.5	69.1	74.5	48.2		44.6	12.9	6.7
Progression Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2		5.3			0.8	0.7	3.8	6.5		15.8	1.3	0.0
Delay (s)		77.5			70.4	69.8	78.4	54.6		60.4	14.1	6.7
Level of Service		E			E	E	E	D		E	B	A
Approach Delay (s)		77.5			69.9			55.0			32.5	
Approach LOS		E			E			E			C	

Intersection Summary			
HCM Average Control Delay	47.4	HCM Level of Service	D
HCM Volume to Capacity ratio	0.83		
Actuated Cycle Length (s)	156.5	Sum of lost time (s)	21.2
Intersection Capacity Utilization	87.6%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
9: NE 155th Pl & Juanita Dr NE 9/8/2014



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	1	57	963	1	19	931
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	1	59	993	1	20	960
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1992	993			994	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1992	993			994	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	80			97	
cM capacity (veh/h)	66	300			700	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	60	994	979
Volume Left	1	0	20
Volume Right	59	1	0
cSH	283	1700	700
Volume to Capacity	0.21	0.58	0.03
Queue Length 95th (ft)	20	0	2
Control Delay (s)	21.1	0.0	0.9
Lane LOS	C		A
Approach Delay (s)	21.1	0.0	0.9
Approach LOS	C		

Intersection Summary			
Average Delay	1.0		
Intersection Capacity Utilization	74.5%	ICU Level of Service	D
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
10: NE 153rd Pl & Juanita Dr NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	83	40	47	57	29	34	60	741	59	126	558	126
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.0			5.0		5.0	5.0		5.0	5.0	5.0
Lane Util. Factor	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Frpb, ped/bikes	1.00	1.00			0.99		1.00	1.00		1.00	1.00	0.98
Flpb, ped/bikes	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Frt	1.00	0.92			0.96		1.00	0.99		1.00	1.00	0.85
Flt Protected	0.95	1.00			0.98		0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)	1770	1712			1689		1787	1858		1787	1881	1565
Flt Permitted	0.95	1.00			0.98		0.35	1.00		0.08	1.00	1.00
Satd. Flow (perm)	1770	1712			1689		667	1858		155	1881	1565
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	86	42	49	59	30	35	62	772	61	131	581	131
RTOR Reduction (vph)	0	28	0	0	9	0	0	2	0	0	0	25
Lane Group Flow (vph)	86	63	0	0	115	0	62	831	0	131	581	106
Confl. Bikes (#/hr)						1			2			2
Heavy Vehicles (%)	2%	2%	2%	5%	5%	5%	1%	1%	1%	1%	1%	1%
Turn Type	Split			Split			pm+pt			pm+pt		custom
Protected Phases	3	3		4	4		1	6		5	2	
Permitted Phases							6			2		6
Actuated Green, G (s)	11.9	11.9			12.9		60.8	57.0		72.3	63.5	57.0
Effective Green, g (s)	11.9	11.9			12.9		60.8	57.0		72.3	63.5	57.0
Actuated g/C Ratio	0.11	0.11			0.12		0.54	0.51		0.64	0.57	0.51
Clearance Time (s)	5.0	5.0			5.0		5.0	5.0		5.0	5.0	5.0
Vehicle Extension (s)	2.0	2.0			2.0		2.0	2.0		2.0	2.0	2.0
Lane Grp Cap (vph)	188	182			194		400	945		250	1066	796
v/s Ratio Prot	c0.05	0.04			c0.07		0.01	c0.45		c0.05	0.31	
v/s Ratio Perm							0.08			0.29		0.07
v/c Ratio	0.46	0.35			0.59		0.15	0.88		0.52	0.55	0.13
Uniform Delay, d1	47.1	46.5			47.1		12.8	24.5		20.1	15.2	14.5
Progression Factor	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2	0.6	0.4			3.2		0.1	9.1		0.9	0.3	0.0
Delay (s)	47.7	46.9			50.3		12.9	33.6		21.1	15.5	14.6
Level of Service	D	D			D		B	C		C	B	B
Approach Delay (s)		47.3			50.3			32.2			16.2	
Approach LOS		D			D			C			B	

Intersection Summary			
HCM Average Control Delay	28.0	HCM Level of Service	C
HCM Volume to Capacity ratio	0.75		
Actuated Cycle Length (s)	112.1	Sum of lost time (s)	20.0
Intersection Capacity Utilization	75.5%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
11: NE 192nd St & 73rd Ave NE 9/8/2014



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	205	153	293	493	332	238
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	223	166	318	536	361	259
Pedestrians	6					2
Lane Width (ft)	12.0					12.0
Walking Speed (ft/s)	4.0					4.0
Percent Blockage	1					0
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1305	326			860	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1305	326			860	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	0	77			54	
cM capacity (veh/h)	94	710			777	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1
Volume Total	389	318	536	620
Volume Left	223	0	0	361
Volume Right	166	0	536	0
cSH	150	1700	1700	777
Volume to Capacity	2.60	0.19	0.32	0.46
Queue Length 95th (ft)	855	0	0	62
Control Delay (s)	786.2	0.0	0.0	11.0
Lane LOS	F			B
Approach Delay (s)	786.2	0.0		11.0
Approach LOS	F			

Intersection Summary			
Average Delay	167.9		
Intersection Capacity Utilization	77.1%	ICU Level of Service	D
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
12: NE 181st St & 73rd Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	242	27	181	36	35	65	134	541	20	26	255	195
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5		4.5			5.0			5.0	
Lane Util. Factor		1.00	1.00		1.00			1.00			1.00	
Frpb, ped/bikes		1.00	0.99		1.00			1.00			0.99	
Flpb, ped/bikes		1.00	1.00		1.00			1.00			1.00	
Frt		1.00	0.85		0.93			1.00			0.94	
Flt Protected		0.96	1.00		0.99			0.99			1.00	
Satd. Flow (prot)		1782	1562		1753			1803			1740	
Flt Permitted		0.96	1.00		0.99			0.80			0.95	
Satd. Flow (perm)		1782	1562		1753			1447			1653	
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	244	27	183	36	35	66	135	546	20	26	258	197
RTOR Reduction (vph)	0	0	89	0	32	0	0	1	0	0	19	0
Lane Group Flow (vph)	0	271	94	0	105	0	0	700	0	0	462	0
Confl. Bikes (#/hr)			1									1
Heavy Vehicles (%)	2%	2%	2%	0%	0%	0%	4%	4%	4%	2%	2%	2%
Turn Type	Split		Perm	Split			Perm			Perm		
Protected Phases	8	8		4	4			6			2	
Permitted Phases		8	8				6			2		
Actuated Green, G (s)		19.3	19.3		12.3			56.3			56.3	
Effective Green, g (s)		19.3	19.3		12.3			56.3			56.3	
Actuated g/C Ratio		0.19	0.19		0.12			0.55			0.55	
Clearance Time (s)		4.5	4.5		4.5			5.0			5.0	
Vehicle Extension (s)		3.0	3.0		3.0			3.0			3.0	
Lane Grp Cap (vph)		338	296		212			799			913	
v/s Ratio Prot		c0.15			c0.06							
v/s Ratio Perm			0.06					c0.48			0.28	
v/c Ratio		0.80	0.32		0.50			0.88			0.51	
Uniform Delay, d1		39.5	35.6		41.9			19.8			14.2	
Progression Factor		1.00	1.00		1.00			1.00			1.00	
Incremental Delay, d2		12.8	0.6		1.8			10.6			0.4	
Delay (s)		52.3	36.2		43.7			30.4			14.6	
Level of Service		D	D		D			C			B	
Approach Delay (s)		45.8			43.7			30.4			14.6	
Approach LOS		D			D			C			B	

Intersection Summary					
HCM Average Control Delay	31.1	HCM Level of Service		C	
HCM Volume to Capacity ratio	0.81				
Actuated Cycle Length (s)	101.9	Sum of lost time (s)		14.0	
Intersection Capacity Utilization	97.4%	ICU Level of Service		F	
Analysis Period (min)	15				
c Critical Lane Group					

HCM Signalized Intersection Capacity Analysis
13: SR 522 & 73rd Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	135	1660	22	78	1747	375	46	68	144	338	103	102
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0	5.0	5.0	5.0	5.0
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frpb, ped/bikes	1.00	1.00	0.98	1.00	1.00	1.00	1.00	1.00	0.99	1.00	1.00	1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1752	3505	1535	1770	3539	1583	1752	1845	1547	1787	1881	1599
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1752	3505	1535	1770	3539	1583	1752	1845	1547	1787	1881	1599
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	142	1747	23	82	1839	395	48	72	152	356	108	107
RTOR Reduction (vph)	0	0	6	0	0	99	0	0	70	0	0	79
Lane Group Flow (vph)	142	1747	17	82	1839	296	48	72	82	356	108	28
Confl. Bikes (#/hr)			1						1			
Heavy Vehicles (%)	3%	3%	3%	2%	2%	2%	3%	3%	3%	1%	1%	1%
Turn Type	Prot		Perm	Prot		Perm	Prot		Perm	Prot		Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2			6			8			4
Actuated Green, G (s)	16.7	80.7	80.7	10.4	74.4	74.4	6.9	23.6	23.6	25.0	41.7	41.7
Effective Green, g (s)	16.7	80.7	80.7	10.4	74.4	74.4	6.9	23.6	23.6	25.0	41.7	41.7
Actuated g/C Ratio	0.10	0.50	0.50	0.07	0.47	0.47	0.04	0.15	0.15	0.16	0.26	0.26
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0	2.5	3.0	3.0	2.5	3.0	3.0
Lane Grp Cap (vph)	183	1768	774	115	1646	736	76	272	228	279	490	417
v/s Ratio Prot	c0.08	c0.50		0.05	c0.52		0.03	0.04		c0.20	0.06	
v/s Ratio Perm			0.01			0.19			c0.05			0.02
v/c Ratio	0.78	0.99	0.02	0.71	1.12	0.40	0.63	0.26	0.36	1.28	0.22	0.07
Uniform Delay, d1	69.8	39.2	19.9	73.3	42.8	28.2	75.3	60.5	61.4	67.5	46.4	44.5
Progression Factor	0.98	0.81	1.25	0.63	1.54	2.49	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	7.6	10.9	0.0	1.8	53.7	0.1	14.0	0.5	1.0	149.0	0.2	0.1
Delay (s)	76.4	42.7	24.8	48.0	119.5	70.3	89.3	61.0	62.4	216.5	46.6	44.6
Level of Service	E	D	C	D	F	E	F	E	E	F	D	D
Approach Delay (s)		45.0			108.6			66.8			152.2	
Approach LOS		D			F			E			F	

Intersection Summary				
HCM Average Control Delay	87.3	HCM Level of Service	F	
HCM Volume to Capacity ratio	1.02			
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	25.6	
Intersection Capacity Utilization	93.9%	ICU Level of Service	F	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Unsignalized Intersection Capacity Analysis
14: NE 192nd St & 80th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	465	0	174	0	0	0	81	412	0	0	287	211
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Hourly flow rate (vph)	484	0	181	0	0	0	84	429	0	0	299	220

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	666	0	514	519
Volume Left (vph)	484	0	84	0
Volume Right (vph)	181	0	0	220
Hadj (s)	0.00	0.00	0.05	-0.24
Departure Headway (s)	7.1	9.5	7.0	6.8
Degree Utilization, x	1.31	0.00	1.00	0.97
Capacity (veh/h)	513	385	514	529
Control Delay (s)	174.8	12.5	66.2	58.5
Approach Delay (s)	174.8	0.0	66.2	58.5
Approach LOS	F	A	F	F

Intersection Summary			
Delay	106.4		
HCM Level of Service	F		
Intersection Capacity Utilization	100.6%	ICU Level of Service	G
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
15: SR 522 & 80th Ave NE

9/8/2014

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Volume (vph)	219	1988	0	2064	286	304	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3		5.3	5.3	5.0	5.0
Lane Util. Factor	1.00	0.95		0.95	1.00	1.00	1.00
Frpb, ped/bikes	1.00	1.00		1.00	0.98	1.00	0.99
Flpb, ped/bikes	1.00	1.00		1.00	1.00	1.00	1.00
Frt	1.00	1.00		1.00	0.85	1.00	0.85
Flt Protected	0.95	1.00		1.00	1.00	0.95	1.00
Satd. Flow (prot)	1770	3539		3574	1566	1770	1562
Flt Permitted	0.95	1.00		1.00	1.00	0.95	1.00
Satd. Flow (perm)	1770	3539		3574	1566	1770	1562
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	226	2049	0	2128	295	313	157
RTOR Reduction (vph)	0	0	0	0	64	0	124
Lane Group Flow (vph)	226	2049	0	2128	231	313	33
Confl. Bikes (#/hr)					1		1
Heavy Vehicles (%)	2%	2%	1%	1%	1%	2%	2%
Turn Type	Prot		Prot		Perm		Perm
Protected Phases	5	2	1	6		4	
Permitted Phases					6		4
Actuated Green, G (s)	28.9	111.9		78.0	78.0	23.0	23.0
Effective Green, g (s)	28.9	111.9		78.0	78.0	23.0	23.0
Actuated g/C Ratio	0.18	0.70		0.49	0.49	0.14	0.14
Clearance Time (s)	5.0	5.3		5.3	5.3	5.0	5.0
Vehicle Extension (s)	3.0	4.0		4.0	4.0	2.5	2.5
Lane Grp Cap (vph)	320	2475		1742	763	254	225
v/s Ratio Prot	0.13	c0.58		c0.60		c0.18	
v/s Ratio Perm					0.15		0.02
v/c Ratio	0.71	0.83		1.22	0.30	1.23	0.15
Uniform Delay, d1	61.6	17.2		41.0	24.7	68.5	59.9
Progression Factor	0.75	1.61		1.00	1.00	1.00	1.00
Incremental Delay, d2	2.0	0.9		105.1	1.0	133.9	1.4
Delay (s)	47.9	28.5		146.1	25.7	202.4	61.3
Level of Service	D	C		F	C	F	E
Approach Delay (s)		30.5		131.5		155.2	
Approach LOS		C		F		F	

Intersection Summary			
HCM Average Control Delay	89.2	HCM Level of Service	F
HCM Volume to Capacity ratio	1.15		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	30.4
Intersection Capacity Utilization	98.8%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
16: SR 522 & 83rd Pl NE 9/8/2014

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	263	2035	2351	39	18	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.3	5.0	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	
Frpb, ped/bikes	1.00	1.00	1.00	0.98	1.00	
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	
Frt	1.00	1.00	1.00	0.85	1.00	
Flt Protected	0.95	1.00	1.00	1.00	0.95	
Satd. Flow (prot)	1770	3539	3574	1565	1787	
Flt Permitted	0.95	1.00	1.00	1.00	0.95	
Satd. Flow (perm)	1770	3539	3574	1565	1787	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	277	2142	2475	41	19	0
RTOR Reduction (vph)	0	0	0	6	0	0
Lane Group Flow (vph)	277	2142	2475	35	19	0
Confl. Bikes (#/hr)				2		
Heavy Vehicles (%)	2%	2%	1%	1%	1%	1%
Turn Type	Prot			Perm		Perm
Protected Phases	5	2	6		4	
Permitted Phases				6		4
Actuated Green, G (s)	25.4	133.7	103.3	103.3	16.0	
Effective Green, g (s)	25.4	133.7	103.3	103.3	16.0	
Actuated g/C Ratio	0.16	0.84	0.65	0.65	0.10	
Clearance Time (s)	5.0	5.3	5.3	5.3	5.0	
Vehicle Extension (s)	2.5	4.0	4.0	4.0	3.0	
Lane Grp Cap (vph)	281	2957	2307	1010	179	
v/s Ratio Prot	c0.16	0.61	c0.69		c0.01	
v/s Ratio Perm				0.02		
v/c Ratio	0.99	0.72	1.07	0.03	0.11	
Uniform Delay, d1	67.1	5.5	28.4	10.3	65.5	
Progression Factor	1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	49.3	1.6	41.8	0.1	1.2	
Delay (s)	116.5	7.1	70.1	10.3	66.7	
Level of Service	F	A	E	B	E	
Approach Delay (s)		19.6	69.2		66.7	
Approach LOS		B	E		E	

Intersection Summary			
HCM Average Control Delay	44.9	HCM Level of Service	D
HCM Volume to Capacity ratio	0.95		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	15.3
Intersection Capacity Utilization	96.5%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
17: Simonds Rd NE & 84th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	2	482	105	12	606	10	0	0	5	10	0	2
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Hourly flow rate (vph)	2	567	124	14	713	12	0	0	6	12	0	2
Pedestrians		2						2				
Lane Width (ft)		12.0						12.0				
Walking Speed (ft/s)		4.0						4.0				
Percent Blockage		0						0				
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	725			693			1325	1327	569	1325	1444	721
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	725			693			1325	1327	569	1325	1444	721
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.2	6.6	6.3
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.6	4.1	3.4
p0 queue free %	100			98			100	100	99	91	100	99
cM capacity (veh/h)	878			906			131	154	525	126	126	417

Direction, Lane #	EB 1	EB 2	WB 1	NB 1	SB 1
Volume Total	569	124	739	6	14
Volume Left	2	0	14	0	12
Volume Right	0	124	12	6	2
cSH	878	1700	906	525	142
Volume to Capacity	0.00	0.07	0.02	0.01	0.10
Queue Length 95th (ft)	0	0	1	1	8
Control Delay (s)	0.1	0.0	0.4	11.9	33.1
Lane LOS	A		A	B	D
Approach Delay (s)	0.1		0.4	11.9	33.1
Approach LOS				B	D

Intersection Summary				
Average Delay	0.6			
Intersection Capacity Utilization	56.6%	ICU Level of Service		B
Analysis Period (min)	15			

HCM Unsignalized Intersection Capacity Analysis
18: NE 155th St & 84th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	5	120	24	38	176	16	57	75	28	23	142	35
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	5	126	25	40	185	17	60	79	29	24	149	37

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	157	242	168	211
Volume Left (vph)	5	40	60	24
Volume Right (vph)	25	17	29	37
Hadj (s)	-0.06	0.01	0.07	-0.05
Departure Headway (s)	5.3	5.2	5.4	5.2
Degree Utilization, x	0.23	0.35	0.25	0.30
Capacity (veh/h)	622	644	604	637
Control Delay (s)	9.8	11.0	10.2	10.5
Approach Delay (s)	9.8	11.0	10.2	10.5
Approach LOS	A	B	B	B

Intersection Summary			
Delay	10.4		
HCM Level of Service	B		
Intersection Capacity Utilization	51.5%	ICU Level of Service	A
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
19: NE 155th St & Simonds Rd NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	10	22	140	67	35	63	194	476	43	43	412	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		5.0			5.0	5.0	5.0	5.0		5.0	5.0	
Lane Util. Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	
Frt		0.89			1.00	0.85	1.00	0.99		1.00	1.00	
Flt Protected		1.00			0.97	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (prot)		1670			1840	1615	1805	1877		1770	1859	
Flt Permitted		1.00			0.97	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (perm)		1670			1840	1615	1805	1877		1770	1859	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	23	147	71	37	66	204	501	45	45	434	6
RTOR Reduction (vph)	0	133	0	0	0	58	0	2	0	0	1	0
Lane Group Flow (vph)	0	48	0	0	108	8	204	544	0	45	439	0
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	0%	0%	0%	2%	2%	2%
Turn Type	Split			Split		Perm	Prot			Prot		
Protected Phases	4	4		3	3		5	2		1	6	
Permitted Phases						3						
Actuated Green, G (s)		7.1			8.7	8.7	12.3	36.4		2.8	26.9	
Effective Green, g (s)		7.1			8.7	8.7	12.3	36.4		2.8	26.9	
Actuated g/C Ratio		0.09			0.12	0.12	0.16	0.49		0.04	0.36	
Clearance Time (s)		5.0			5.0	5.0	5.0	5.0		5.0	5.0	
Vehicle Extension (s)		2.0			2.0	2.0	2.0	2.0		2.0	2.0	
Lane Grp Cap (vph)		158			213	187	296	911		66	667	
v/s Ratio Prot		c0.03			c0.06		c0.11	0.29		0.03	c0.24	
v/s Ratio Perm						0.00						
v/c Ratio		0.30			0.51	0.04	0.69	0.60		0.68	0.66	
Uniform Delay, d1		31.6			31.1	29.4	29.5	14.0		35.7	20.2	
Progression Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	
Incremental Delay, d2		0.4			0.7	0.0	5.3	2.9		20.6	5.0	
Delay (s)		32.0			31.8	29.5	34.8	16.9		56.3	25.2	
Level of Service		C			C	C	C	B		E	C	
Approach Delay (s)		32.0			30.9			21.7			28.1	
Approach LOS		C			C			C			C	

Intersection Summary			
HCM Average Control Delay	25.9	HCM Level of Service	C
HCM Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	75.0	Sum of lost time (s)	20.0
Intersection Capacity Utilization	65.4%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis
1: NE 193rd St & 61st Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	64	7	259	8	2	0	358	437	5	1	295	53
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	66	7	267	8	2	0	369	451	5	1	304	55
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)			3									
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1271	1500	304	1501	1497	228	304			456		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1271	1500	304	1501	1497	228	304			456		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	32	92	62	79	98	100	71			100		
cM capacity (veh/h)	96	87	698	38	87	781	1261			1101		

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	SB 1	SB 2
Volume Total	340	10	594	230	305	55
Volume Left	66	8	369	0	1	0
Volume Right	267	0	0	5	0	55
cSH	444	43	1261	1700	1101	1700
Volume to Capacity	0.77	0.24	0.29	0.14	0.00	0.03
Queue Length 95th (ft)	163	20	31	0	0	0
Control Delay (s)	35.3	112.4	6.8	0.0	0.0	0.0
Lane LOS	E	F	A		A	
Approach Delay (s)	35.3	112.4	4.9		0.0	
Approach LOS	E	F				

Intersection Summary				
Average Delay	11.2			
Intersection Capacity Utilization	55.3%	ICU Level of Service	B	
Analysis Period (min)	15			

HCM Signalized Intersection Capacity Analysis
2: SR 522 & 61st Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	305	2313	281	10	1962	391	178	60	1	91	28	240
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3		5.0			5.0	5.0
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00		1.00			1.00	1.00
Frpb, ped/bikes	1.00	1.00	0.98	1.00	1.00	1.00		1.00			1.00	1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00		1.00			1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85		1.00			1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00		0.96			0.96	1.00
Satd. Flow (prot)	1770	3539	1551	1787	3574	1599		1795			1794	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00		0.62			0.72	1.00
Satd. Flow (perm)	1770	3539	1551	1787	3574	1599		1156			1332	1583
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	311	2360	287	10	2002	399	182	61	1	93	29	245
RTOR Reduction (vph)	0	0	57	0	0	128	0	0	0	0	0	191
Lane Group Flow (vph)	311	2360	230	10	2002	271	0	244	0	0	122	54
Confl. Bikes (#/hr)			1						1			
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	2%	2%	2%
Turn Type	Prot		Perm	Prot		Perm	Perm			Perm		Perm
Protected Phases	5	2		1	6			8			4	
Permitted Phases			2			6	8			4		4
Actuated Green, G (s)	26.0	104.7	104.7	5.0	83.7	83.7		35.0			35.0	35.0
Effective Green, g (s)	26.0	104.7	104.7	5.0	83.7	83.7		35.0			35.0	35.0
Actuated g/C Ratio	0.16	0.65	0.65	0.03	0.52	0.52		0.22			0.22	0.22
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3		5.0			5.0	5.0
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0		3.0			3.0	3.0
Lane Grp Cap (vph)	288	2316	1015	56	1870	836		253			291	346
v/s Ratio Prot	0.18	c0.67		0.01	c0.56							
v/s Ratio Perm			0.15			0.17		c0.21			0.09	0.03
v/c Ratio	1.08	1.02	0.23	0.18	1.07	0.32		0.96			0.42	0.15
Uniform Delay, d1	67.0	27.6	11.2	75.5	38.1	21.9		61.9			53.8	50.5
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2	75.9	23.6	0.5	6.9	42.6	1.0		48.1			4.4	1.0
Delay (s)	142.9	51.3	11.7	82.4	80.8	22.9		110.0			58.1	51.5
Level of Service	F	D	B	F	F	C		F			E	D
Approach Delay (s)		57.1			71.2			110.0			53.7	
Approach LOS		E			E			F			D	

Intersection Summary				
HCM Average Control Delay	64.7	HCM Level of Service	E	
HCM Volume to Capacity ratio	1.06			
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	15.6	
Intersection Capacity Utilization	103.6%	ICU Level of Service	G	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Signalized Intersection Capacity Analysis
3: NE 181st St & 65th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Volume (vph)	10	412	7	100	563	47	18	51	94	29	19	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0			4.0			4.0	
Lane Util. Factor		1.00			1.00			1.00			1.00	
Frpb, ped/bikes		1.00			1.00			0.98			1.00	
Flpb, ped/bikes		1.00			1.00			1.00			1.00	
Frt		1.00			0.99			0.92			0.98	
Flt Protected		1.00			0.99			0.99			0.98	
Satd. Flow (prot)		1892			1866			1697			1804	
Flt Permitted		0.98			0.88			0.97			0.84	
Satd. Flow (perm)		1862			1657			1660			1551	
Peak-hour factor, PHF	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	11	443	8	108	605	51	19	55	101	31	20	11
RTOR Reduction (vph)	0	1	0	0	5	0	0	70	0	0	8	0
Lane Group Flow (vph)	0	461	0	0	759	0	0	105	0	0	54	0
Confl. Peds. (#/hr)	1		4	4		1			5	5		
Confl. Bikes (#/hr)						1						
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	1%	1%	0%	0%	0%
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Actuated Green, G (s)		28.7			28.7			16.3			16.3	
Effective Green, g (s)		28.7			28.7			16.3			16.3	
Actuated g/C Ratio		0.54			0.54			0.31			0.31	
Clearance Time (s)		4.0			4.0			4.0			4.0	
Vehicle Extension (s)		3.0			3.0			3.0			3.0	
Lane Grp Cap (vph)		1008			897			511			477	
v/s Ratio Prot												
v/s Ratio Perm		0.25			c0.46			c0.06			0.04	
v/c Ratio		0.46			0.85			0.21			0.11	
Uniform Delay, d1		7.4			10.3			13.6			13.2	
Progression Factor		1.00			1.00			1.00			1.00	
Incremental Delay, d2		0.3			7.4			0.9			0.5	
Delay (s)		7.7			17.7			14.5			13.7	
Level of Service		A			B			B			B	
Approach Delay (s)		7.7			17.7			14.5			13.7	
Approach LOS		A			B			B			B	

Intersection Summary			
HCM Average Control Delay	14.0	HCM Level of Service	B
HCM Volume to Capacity ratio	0.61		
Actuated Cycle Length (s)	53.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	84.0%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis
4: NE 175th St & 65th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	18	290	34	269	113	2	166	158	122	18	222	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0			4.0			4.0	
Lane Util. Factor		1.00			1.00			1.00			1.00	
Frpb, ped/bikes		1.00			1.00			1.00			1.00	
Flpb, ped/bikes		1.00			1.00			1.00			1.00	
Frt		0.99			1.00			0.96			1.00	
Flt Protected		1.00			0.97			0.98			1.00	
Satd. Flow (prot)		1861			1792			1761			1851	
Flt Permitted		0.97			0.58			0.78			0.95	
Satd. Flow (perm)		1815			1079			1403			1774	
Peak-hour factor, PHF	0.93	0.93	0.92	0.92	0.93	0.93	0.92	0.92	0.92	0.93	0.92	0.93
Adj. Flow (vph)	19	312	37	292	122	2	180	172	133	19	241	1
RTOR Reduction (vph)	0	9	0	0	1	0	0	31	0	0	0	0
Lane Group Flow (vph)	0	359	0	0	415	0	0	454	0	0	261	0
Confl. Peds. (#/hr)	82					18						
Confl. Bikes (#/hr)						64						
Heavy Vehicles (%)	0%	0%	2%	2%	3%	3%	2%	2%	2%	5%	2%	5%
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		2			6			4			8	
Permitted Phases	2			6			4			8		
Actuated Green, G (s)		18.8			18.8			16.0			16.0	
Effective Green, g (s)		18.8			18.8			16.0			16.0	
Actuated g/C Ratio		0.44			0.44			0.37			0.37	
Clearance Time (s)		4.0			4.0			4.0			4.0	
Vehicle Extension (s)		3.0			3.0			3.0			3.0	
Lane Grp Cap (vph)		797			474			524			663	
v/s Ratio Prot												
v/s Ratio Perm		0.20			c0.39			c0.32			0.15	
v/c Ratio		0.45			0.88			0.87			0.39	
Uniform Delay, d1		8.4			10.9			12.4			9.8	
Progression Factor		1.00			1.00			1.00			1.00	
Incremental Delay, d2		0.4			16.5			14.1			0.4	
Delay (s)		8.8			27.4			26.5			10.2	
Level of Service		A			C			C			B	
Approach Delay (s)		8.8			27.4			26.5			10.2	
Approach LOS		A			C			C			B	

Intersection Summary			
HCM Average Control Delay	19.7	HCM Level of Service	B
HCM Volume to Capacity ratio	0.87		
Actuated Cycle Length (s)	42.8	Sum of lost time (s)	8.0
Intersection Capacity Utilization	90.3%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis
5: NE 181st St & 68th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	105	169	61	71	187	57	181	604	95	35	615	168
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5		4.5	4.5			5.0		5.0	5.0	
Lane Util. Factor	1.00	1.00		1.00	1.00			0.95		1.00	1.00	
Frpb, ped/bikes	1.00	1.00		1.00	1.00			1.00		1.00	1.00	
Flpb, ped/bikes	1.00	1.00		1.00	1.00			1.00		1.00	1.00	
Frt	1.00	0.96		1.00	0.96			0.98		1.00	0.97	
Flt Protected	0.95	1.00		0.95	1.00			0.99		0.95	1.00	
Satd. Flow (prot)	1805	1818		1770	1797			3446		1770	1803	
Flt Permitted	0.49	1.00		0.52	1.00			0.56		0.28	1.00	
Satd. Flow (perm)	925	1818		960	1797			1951		526	1803	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	108	174	63	73	193	59	187	623	98	36	634	173
RTOR Reduction (vph)	0	20	0	0	17	0	0	11	0	0	11	0
Lane Group Flow (vph)	108	217	0	73	235	0	0	897	0	36	796	0
Confl. Bikes (#/hr)			1									
Heavy Vehicles (%)	0%	0%	0%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Actuated Green, G (s)	14.1	14.1		14.1	14.1			34.8		34.8	34.8	
Effective Green, g (s)	14.1	14.1		14.1	14.1			34.8		34.8	34.8	
Actuated g/C Ratio	0.24	0.24		0.24	0.24			0.60		0.60	0.60	
Clearance Time (s)	4.5	4.5		4.5	4.5			5.0		5.0	5.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0			3.0		3.0	3.0	
Lane Grp Cap (vph)	223	439		232	434			1163		313	1074	
v/s Ratio Prot		0.12			c0.13						0.44	
v/s Ratio Perm	0.12			0.08				c0.46		0.07		
v/c Ratio	0.48	0.49		0.31	0.54			0.77		0.12	0.74	
Uniform Delay, d1	19.0	19.1		18.2	19.3			8.8		5.1	8.5	
Progression Factor	1.00	1.00		1.00	1.00			1.00		1.00	1.00	
Incremental Delay, d2	1.7	0.9		0.8	1.4			3.2		0.2	2.8	
Delay (s)	20.7	20.0		19.0	20.7			12.1		5.3	11.3	
Level of Service	C	B		B	C			B		A	B	
Approach Delay (s)		20.2			20.3			12.1			11.1	
Approach LOS		C			C			B			B	

Intersection Summary				
HCM Average Control Delay	14.0	HCM Level of Service	B	
HCM Volume to Capacity ratio	0.71			
Actuated Cycle Length (s)	58.4	Sum of lost time (s)	9.5	
Intersection Capacity Utilization	102.5%	ICU Level of Service	G	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Signalized Intersection Capacity Analysis
6: SR 522 & 68th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	230	1330	465	330	1614	110	443	495	124	305	318	101
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0		5.0	5.0	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95	1.00	0.97	0.95		1.00	0.95	
Frpb, ped/bikes	1.00	1.00	0.99	1.00	1.00	0.99	1.00	1.00		1.00	1.00	
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	0.97		1.00	0.96	
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (prot)	1770	3539	1564	3433	3539	1563	3467	3458		1770	3411	
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (perm)	1770	3539	1564	3433	3539	1563	3467	3458		1770	3411	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	237	1371	479	340	1664	113	457	510	128	314	328	104
RTOR Reduction (vph)	0	0	164	0	0	32	0	14	0	0	19	0
Lane Group Flow (vph)	237	1371	315	340	1664	81	457	624	0	314	413	0
Confl. Bikes (#/hr)			1			1			1			
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	1%	1%	1%	2%	2%	2%
Turn Type	Prot		Perm	Prot		Perm	Prot			Prot		
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2			6						
Actuated Green, G (s)	19.5	68.0	68.0	17.2	65.7	65.7	21.0	32.5		22.0	33.5	
Effective Green, g (s)	19.5	68.0	68.0	17.2	65.7	65.7	21.0	32.5		22.0	33.5	
Actuated g/C Ratio	0.12	0.42	0.42	0.11	0.41	0.41	0.13	0.20		0.14	0.21	
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0		5.0	5.0	
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	216	1504	665	369	1453	642	455	702		243	714	
v/s Ratio Prot	c0.13	0.39		0.10	c0.47		0.13	c0.18		c0.18	0.12	
v/s Ratio Perm			0.20			0.05						
v/c Ratio	1.10	0.91	0.47	0.92	1.15	0.13	1.00	0.89		1.29	0.58	
Uniform Delay, d1	70.2	43.2	33.1	70.7	47.1	29.3	69.5	62.0		69.0	56.9	
Progression Factor	1.00	1.00	1.00	0.90	1.19	1.84	0.98	0.91		1.00	1.00	
Incremental Delay, d2	89.6	9.9	2.4	4.0	66.2	0.0	40.9	11.9		158.6	1.1	
Delay (s)	159.9	53.1	35.5	68.0	122.2	54.0	109.3	68.2		227.6	58.0	
Level of Service	F	D	D	E	F	D	F	E		F	E	
Approach Delay (s)		61.2			109.9			85.4			129.4	
Approach LOS		E			F			F			F	

Intersection Summary				
HCM Average Control Delay	91.0	HCM Level of Service	F	
HCM Volume to Capacity ratio	1.10			
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	20.3	
Intersection Capacity Utilization	108.8%	ICU Level of Service	G	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Unsignalized Intersection Capacity Analysis
7: 175th Ave NE & 68th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	0	0	211	0	0	80	0	1050	219	0	1023	75
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	0	222	0	0	84	0	1105	231	0	1077	79
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh)												
Upstream signal (ft)								218			304	
pX, platoon unblocked	0.86	0.86		0.86	0.86	0.86				0.86		
vC, conflicting volume	1569	2452	398	1802	2376	484	1156			1336		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1110	2131	398	1379	2044	0	1156			840		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	63	100	100	91	100			100		
cM capacity (veh/h)	131	43	607	57	49	940	606			684		

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	222	84	442	442	452	431	431	294
Volume Left	0	0	0	0	0	0	0	0
Volume Right	222	84	0	0	231	0	0	79
cSH	607	940	1700	1700	1700	1700	1700	1700
Volume to Capacity	0.37	0.09	0.26	0.26	0.27	0.25	0.25	0.17
Queue Length 95th (ft)	42	7	0	0	0	0	0	0
Control Delay (s)	14.3	9.2	0.0	0.0	0.0	0.0	0.0	0.0
Lane LOS	B	A						
Approach Delay (s)	14.3	9.2	0.0			0.0		
Approach LOS	B	A						

Intersection Summary				
Average Delay	1.4			
Intersection Capacity Utilization	41.2%	ICU Level of Service		A
Analysis Period (min)	15			

HCM Signalized Intersection Capacity Analysis
8: NE 170th St & 68th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	31	11	14	44	13	569	17	1002	41	642	915	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		5.2			5.4	5.4	5.2	5.2		5.4	5.4	5.4
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95		1.00	1.00	1.00
Frpb, ped/bikes		1.00			1.00	1.00	1.00	1.00		1.00	1.00	0.98
Flpb, ped/bikes		1.00			1.00	1.00	1.00	1.00		1.00	1.00	1.00
Frt		0.97			1.00	0.85	1.00	0.99		1.00	1.00	0.85
Flt Protected		0.97			0.96	1.00	0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)		1734			1829	1615	1787	3550		1787	1881	1565
Flt Permitted		0.97			0.96	1.00	0.95	1.00		0.95	1.00	1.00
Satd. Flow (perm)		1734			1829	1615	1787	3550		1787	1881	1565
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	31	11	14	44	13	575	17	1012	41	648	924	41
RTOR Reduction (vph)	0	8	0	0	0	533	0	1	0	0	0	4
Lane Group Flow (vph)	0	48	0	0	57	42	17	1052	0	648	924	37
Confl. Bikes (#/hr)									2			2
Heavy Vehicles (%)	3%	3%	3%	0%	0%	0%	1%	1%	1%	1%	1%	1%
Turn Type	Split			Split		Perm	Prot			Prot		Perm
Protected Phases	4	4		3	3		5	2		1	6	
Permitted Phases						3						6
Actuated Green, G (s)		8.3			11.3	11.3	4.5	53.5		62.2	111.2	111.2
Effective Green, g (s)		8.3			11.3	11.3	4.5	53.5		62.2	111.2	111.2
Actuated g/C Ratio		0.05			0.07	0.07	0.03	0.34		0.40	0.71	0.71
Clearance Time (s)		5.2			5.4	5.4	5.2	5.2		5.4	5.4	5.4
Vehicle Extension (s)		3.0			2.0	2.0	3.0	2.0		2.0	2.0	2.0
Lane Grp Cap (vph)		92			132	117	51	1214		710	1337	1112
v/s Ratio Prot		c0.03			c0.03		0.01	c0.30		c0.36	0.49	
v/s Ratio Perm						0.03						0.02
v/c Ratio		0.53			0.43	0.35	0.33	0.87		0.91	0.69	0.03
Uniform Delay, d1		72.2			69.5	69.1	74.5	48.2		44.6	12.9	6.7
Progression Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2		5.3			0.8	0.7	3.8	6.5		15.8	1.3	0.0
Delay (s)		77.5			70.4	69.8	78.4	54.6		60.4	14.1	6.7
Level of Service		E			E	E	E	D		E	B	A
Approach Delay (s)		77.5			69.9			55.0			32.5	
Approach LOS		E			E			E			C	

Intersection Summary			
HCM Average Control Delay	47.4	HCM Level of Service	D
HCM Volume to Capacity ratio	0.83		
Actuated Cycle Length (s)	156.5	Sum of lost time (s)	21.2
Intersection Capacity Utilization	87.6%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
9: NE 155th St & Juanita Dr NE 9/8/2014



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	1	57	963	1	19	931
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	1	59	993	1	20	960
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1992	993			994	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1992	993			994	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	80			97	
cM capacity (veh/h)	66	300			700	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	60	994	979
Volume Left	1	0	20
Volume Right	59	1	0
cSH	283	1700	700
Volume to Capacity	0.21	0.58	0.03
Queue Length 95th (ft)	20	0	2
Control Delay (s)	21.1	0.0	0.9
Lane LOS	C		A
Approach Delay (s)	21.1	0.0	0.9
Approach LOS	C		

Intersection Summary			
Average Delay	1.0		
Intersection Capacity Utilization	74.5%	ICU Level of Service	D
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
10: NE 153rd Pl & Juanita Dr NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	83	40	47	57	29	34	60	741	59	126	558	126
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.0			5.0		5.0	5.0		5.0	5.0	5.0
Lane Util. Factor	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Frpb, ped/bikes	1.00	1.00			0.99		1.00	1.00		1.00	1.00	0.98
Flpb, ped/bikes	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Frt	1.00	0.92			0.96		1.00	0.99		1.00	1.00	0.85
Flt Protected	0.95	1.00			0.98		0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)	1770	1712			1689		1787	1858		1787	1881	1565
Flt Permitted	0.95	1.00			0.98		0.35	1.00		0.08	1.00	1.00
Satd. Flow (perm)	1770	1712			1689		667	1858		155	1881	1565
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	86	42	49	59	30	35	62	772	61	131	581	131
RTOR Reduction (vph)	0	28	0	0	9	0	0	2	0	0	0	25
Lane Group Flow (vph)	86	63	0	0	115	0	62	831	0	131	581	106
Confl. Bikes (#/hr)						1			2			2
Heavy Vehicles (%)	2%	2%	2%	5%	5%	5%	1%	1%	1%	1%	1%	1%
Turn Type	Split			Split			pm+pt			pm+pt		custom
Protected Phases	3	3		4	4		1	6		5	2	
Permitted Phases							6			2		6
Actuated Green, G (s)	11.9	11.9			12.9		60.8	57.0		72.3	63.5	57.0
Effective Green, g (s)	11.9	11.9			12.9		60.8	57.0		72.3	63.5	57.0
Actuated g/C Ratio	0.11	0.11			0.12		0.54	0.51		0.64	0.57	0.51
Clearance Time (s)	5.0	5.0			5.0		5.0	5.0		5.0	5.0	5.0
Vehicle Extension (s)	2.0	2.0			2.0		2.0	2.0		2.0	2.0	2.0
Lane Grp Cap (vph)	188	182			194		400	945		250	1066	796
v/s Ratio Prot	c0.05	0.04			c0.07		0.01	c0.45		c0.05	0.31	
v/s Ratio Perm							0.08			0.29		0.07
v/c Ratio	0.46	0.35			0.59		0.15	0.88		0.52	0.55	0.13
Uniform Delay, d1	47.1	46.5			47.1		12.8	24.5		20.1	15.2	14.5
Progression Factor	1.00	1.00			1.00		1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2	0.6	0.4			3.2		0.1	9.1		0.9	0.3	0.0
Delay (s)	47.7	46.9			50.3		12.9	33.6		21.1	15.5	14.6
Level of Service	D	D			D		B	C		C	B	B
Approach Delay (s)		47.3			50.3			32.2			16.2	
Approach LOS		D			D			C			B	

Intersection Summary			
HCM Average Control Delay	28.0	HCM Level of Service	C
HCM Volume to Capacity ratio	0.75		
Actuated Cycle Length (s)	112.1	Sum of lost time (s)	20.0
Intersection Capacity Utilization	75.5%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
11: NE 192nd St & 73rd Ave NE 9/8/2014



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (vph)	205	153	293	493	332	238
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0		4.0	4.0		4.0
Lane Util. Factor	1.00		1.00	1.00		1.00
Frpb, ped/bikes	0.99		1.00	0.97		1.00
Flpb, ped/bikes	1.00		1.00	1.00		1.00
Frt	0.94		1.00	0.85		1.00
Flt Protected	0.97		1.00	1.00		0.97
Satd. Flow (prot)	1690		1900	1564		1803
Flt Permitted	0.97		1.00	1.00		0.64
Satd. Flow (perm)	1690		1900	1564		1180
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	223	166	318	536	361	259
RTOR Reduction (vph)	45	0	0	221	0	0
Lane Group Flow (vph)	344	0	318	315	0	620
Confl. Peds. (#/hr)		2		6	6	
Confl. Bikes (#/hr)				3		
Heavy Vehicles (%)	2%	2%	0%	0%	2%	2%
Turn Type				Perm	Perm	
Protected Phases	6		4			8
Permitted Phases				4	8	
Actuated Green, G (s)	14.3		31.8	31.8		31.8
Effective Green, g (s)	14.3		31.8	31.8		31.8
Actuated g/C Ratio	0.26		0.59	0.59		0.59
Clearance Time (s)	4.0		4.0	4.0		4.0
Vehicle Extension (s)	3.0		3.0	3.0		3.0
Lane Grp Cap (vph)	447		1117	919		694
v/s Ratio Prot	c0.20		0.17			
v/s Ratio Perm				0.20		c0.53
v/c Ratio	0.77		0.28	0.34		0.89
Uniform Delay, d1	18.4		5.5	5.8		9.7
Progression Factor	1.00		1.00	1.00		1.00
Incremental Delay, d2	7.8		0.1	0.2		13.9
Delay (s)	26.2		5.7	6.0		23.6
Level of Service	C		A	A		C
Approach Delay (s)	26.2		5.9			23.6
Approach LOS	C		A			C

Intersection Summary			
HCM Average Control Delay	16.0	HCM Level of Service	B
HCM Volume to Capacity ratio	0.86		
Actuated Cycle Length (s)	54.1	Sum of lost time (s)	8.0
Intersection Capacity Utilization	77.1%	ICU Level of Service	D
Analysis Period (min)	15		

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis
12: NE 181st St & 73rd Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	242	27	181	36	35	65	134	541	20	26	255	195
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5		4.5			5.0			5.0	
Lane Util. Factor		1.00	1.00		1.00			1.00			1.00	
Frpb, ped/bikes		1.00	0.98		1.00			1.00			0.99	
Flpb, ped/bikes		1.00	1.00		1.00			1.00			1.00	
Frt		1.00	0.85		0.93			1.00			0.94	
Flt Protected		0.96	1.00		0.99			0.99			1.00	
Satd. Flow (prot)		1782	1549		1753			1803			1740	
Flt Permitted		0.96	1.00		0.99			0.80			0.95	
Satd. Flow (perm)		1782	1549		1753			1447			1653	
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	244	27	183	36	35	66	135	546	20	26	258	197
RTOR Reduction (vph)	0	0	89	0	32	0	0	1	0	0	19	0
Lane Group Flow (vph)	0	271	94	0	105	0	0	700	0	0	462	0
Confl. Bikes (#/hr)			1									1
Heavy Vehicles (%)	2%	2%	2%	0%	0%	0%	4%	4%	4%	2%	2%	2%
Turn Type	Split		Perm	Split			Perm			Perm		
Protected Phases	8	8		4	4			6			2	
Permitted Phases		8	8				6			2		
Actuated Green, G (s)		19.3	19.3		12.3			56.3			56.3	
Effective Green, g (s)		19.3	19.3		12.3			56.3			56.3	
Actuated g/C Ratio		0.19	0.19		0.12			0.55			0.55	
Clearance Time (s)		4.5	4.5		4.5			5.0			5.0	
Vehicle Extension (s)		3.0	3.0		3.0			3.0			3.0	
Lane Grp Cap (vph)		338	293		212			799			913	
v/s Ratio Prot		c0.15			c0.06							
v/s Ratio Perm			0.06					c0.48			0.28	
v/c Ratio		0.80	0.32		0.50			0.88			0.51	
Uniform Delay, d1		39.5	35.6		41.9			19.8			14.2	
Progression Factor		1.00	1.00		1.00			1.00			1.00	
Incremental Delay, d2		12.8	0.6		1.8			10.6			0.4	
Delay (s)		52.3	36.3		43.7			30.4			14.6	
Level of Service		D	D		D			C			B	
Approach Delay (s)		45.8			43.7			30.4			14.6	
Approach LOS		D			D			C			B	

Intersection Summary			
HCM Average Control Delay	31.1	HCM Level of Service	C
HCM Volume to Capacity ratio	0.81		
Actuated Cycle Length (s)	101.9	Sum of lost time (s)	14.0
Intersection Capacity Utilization	97.4%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
13: SR 522 & 73rd Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	135	1661	9	10	1963	325	37	91	121	333	77	102
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0	5.0	5.0	5.0	
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	
Frpb, ped/bikes	1.00	1.00	0.98	1.00	1.00	1.00	1.00	1.00	0.99	1.00	1.00	
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	0.91	
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1752	3505	1536	1770	3539	1583	1752	1845	1547	3467	1721	
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (perm)	1752	3505	1536	1770	3539	1583	1752	1845	1547	3467	1721	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	142	1748	9	11	2066	342	39	96	127	351	81	107
RTOR Reduction (vph)	0	0	2	0	0	77	0	0	59	0	31	0
Lane Group Flow (vph)	142	1748	7	11	2066	265	39	96	68	351	157	0
Confl. Bikes (#/hr)			1						1			
Heavy Vehicles (%)	3%	3%	3%	2%	2%	2%	3%	3%	3%	1%	1%	1%
Turn Type	Prot		Perm	Prot		Perm	Prot		Perm	Prot		
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2			6			8			
Actuated Green, G (s)	16.7	100.5	100.5	2.0	85.8	85.8	6.7	24.2	24.2	13.0	30.5	
Effective Green, g (s)	16.7	100.5	100.5	2.0	85.8	85.8	6.7	24.2	24.2	13.0	30.5	
Actuated g/C Ratio	0.10	0.63	0.63	0.01	0.54	0.54	0.04	0.15	0.15	0.08	0.19	
Clearance Time (s)	5.0	5.3	5.3	5.0	5.3	5.3	5.0	5.0	5.0	5.0	5.0	
Vehicle Extension (s)	2.5	4.0	4.0	2.5	4.0	4.0	2.5	3.0	3.0	2.5	3.0	
Lane Grp Cap (vph)	183	2202	965	22	1898	849	73	279	234	282	328	
v/s Ratio Prot	c0.08	c0.50		0.01	c0.58		0.02	0.05		c0.10	c0.09	
v/s Ratio Perm			0.00			0.17			0.04			
v/c Ratio	0.78	0.79	0.01	0.50	1.09	0.31	0.53	0.34	0.29	1.24	0.48	
Uniform Delay, d1	69.8	22.1	11.1	78.5	37.1	20.7	75.1	60.8	60.3	73.5	57.7	
Progression Factor	0.95	0.78	1.25	0.69	1.27	2.21	1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	7.1	1.1	0.0	1.2	40.9	0.1	5.7	0.7	0.7	136.3	1.1	
Delay (s)	73.5	18.3	13.9	55.4	88.1	45.8	80.8	61.5	61.0	209.8	58.8	
Level of Service	E	B	B	E	F	D	F	E	E	F	E	
Approach Delay (s)		22.4			81.9			64.1			157.1	
Approach LOS		C			F			E			F	

Intersection Summary				
HCM Average Control Delay	66.9	HCM Level of Service	E	
HCM Volume to Capacity ratio	0.97			
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	20.6	
Intersection Capacity Utilization	93.1%	ICU Level of Service	F	
Analysis Period (min)	15			
c Critical Lane Group				

HCM Signalized Intersection Capacity Analysis
14: NE 192nd St & 80th Ave NE 9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Volume (vph)	465	0	174	0	0	0	81	412	0	0	287	211
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0						4.0			4.0	
Lane Util. Factor		1.00						1.00			1.00	
Frpb, ped/bikes		0.99						1.00			0.99	
Flpb, ped/bikes		1.00						1.00			1.00	
Frt		0.96						1.00			0.94	
Flt Protected		0.96						0.99			1.00	
Satd. Flow (prot)		1738						1866			1756	
Flt Permitted		0.78						0.67			1.00	
Satd. Flow (perm)		1414						1263			1756	
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	484	0	181	0	0	0	84	429	0	0	299	220
RTOR Reduction (vph)	0	23	0	0	0	0	0	0	0	0	44	0
Lane Group Flow (vph)	0	642	0	0	0	0	0	513	0	0	475	0
Confl. Peds. (#/hr)							1					1
Confl. Bikes (#/hr)			2						3			2
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	1%	1%	1%	1%	1%	1%
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		2			6			4			8	
Permitted Phases	2			6			4			8		
Actuated Green, G (s)		27.0						25.0			25.0	
Effective Green, g (s)		27.0						25.0			25.0	
Actuated g/C Ratio		0.45						0.42			0.42	
Clearance Time (s)		4.0						4.0			4.0	
Vehicle Extension (s)		3.0						3.0			3.0	
Lane Grp Cap (vph)		636						526			732	
v/s Ratio Prot											0.27	
v/s Ratio Perm		c0.45						c0.41				
v/c Ratio		1.01						0.98			0.65	
Uniform Delay, d1		16.5						17.2			14.0	
Progression Factor		1.00						1.00			1.00	
Incremental Delay, d2		38.2						32.7			2.0	
Delay (s)		54.7						49.9			16.0	
Level of Service		D						D			B	
Approach Delay (s)		54.7			0.0			49.9			16.0	
Approach LOS		D			A			D			B	

Intersection Summary			
HCM Average Control Delay	41.4	HCM Level of Service	D
HCM Volume to Capacity ratio	0.99		
Actuated Cycle Length (s)	60.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	100.6%	ICU Level of Service	G
Analysis Period (min)	15		

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis
15: SR 522 & 80th Ave NE 9/8/2014

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Volume (vph)	219	1988	0	2064	286	304	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3		5.3	5.3	5.0	
Lane Util. Factor	1.00	0.95		0.95	1.00	0.97	
Frpb, ped/bikes	1.00	1.00		1.00	0.98	1.00	
Flpb, ped/bikes	1.00	1.00		1.00	1.00	1.00	
Frt	1.00	1.00		1.00	0.85	0.95	
Flt Protected	0.95	1.00		1.00	1.00	0.97	
Satd. Flow (prot)	1770	3539		3574	1566	3306	
Flt Permitted	0.95	1.00		1.00	1.00	0.97	
Satd. Flow (perm)	1770	3539		3574	1566	3306	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	226	2049	0	2128	295	313	157
RTOR Reduction (vph)	0	0	0	0	61	41	0
Lane Group Flow (vph)	226	2049	0	2128	234	429	0
Confl. Bikes (#/hr)					1		1
Heavy Vehicles (%)	2%	2%	1%	1%	1%	2%	2%
Turn Type	Prot		Prot		Perm		
Protected Phases	5	2	1	6		4	
Permitted Phases					6		
Actuated Green, G (s)	27.5	118.9		86.4	86.4	16.0	
Effective Green, g (s)	27.5	118.9		86.4	86.4	16.0	
Actuated g/C Ratio	0.17	0.74		0.54	0.54	0.10	
Clearance Time (s)	5.0	5.3		5.3	5.3	5.0	
Vehicle Extension (s)	3.0	4.0		4.0	4.0	2.5	
Lane Grp Cap (vph)	304	2630		1930	846	331	
v/s Ratio Prot	0.13	c0.58		c0.60		c0.13	
v/s Ratio Perm					0.15		
v/c Ratio	0.74	0.78		1.10	0.28	1.29	
Uniform Delay, d1	62.9	12.5		36.8	19.9	72.0	
Progression Factor	0.85	1.38		1.00	1.00	1.00	
Incremental Delay, d2	5.6	1.4		54.6	0.8	153.4	
Delay (s)	59.1	18.7		91.4	20.7	225.4	
Level of Service	E	B		F	C	F	
Approach Delay (s)		22.7		82.8		225.4	
Approach LOS		C		F		F	

Intersection Summary			
HCM Average Control Delay	69.3	HCM Level of Service	E
HCM Volume to Capacity ratio	1.08		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	30.4
Intersection Capacity Utilization	95.4%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
16: SR 522 & 83rd Pl NE

9/8/2014

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	263	2035	2351	39	18	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	5.0	5.3	5.3	5.3	5.0	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	
Frpb, ped/bikes	1.00	1.00	1.00	0.98	1.00	
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00	
Frt	1.00	1.00	1.00	0.85	1.00	
Flt Protected	0.95	1.00	1.00	1.00	0.95	
Satd. Flow (prot)	1770	3539	3574	1565	1787	
Flt Permitted	0.95	1.00	1.00	1.00	0.95	
Satd. Flow (perm)	1770	3539	3574	1565	1787	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	277	2142	2475	41	19	0
RTOR Reduction (vph)	0	0	0	6	0	0
Lane Group Flow (vph)	277	2142	2475	35	19	0
Confl. Bikes (#/hr)				2		
Heavy Vehicles (%)	2%	2%	1%	1%	1%	1%
Turn Type	Prot			Perm		Perm
Protected Phases	5	2	6		4	
Permitted Phases				6		4
Actuated Green, G (s)	25.4	133.7	103.3	103.3	16.0	
Effective Green, g (s)	25.4	133.7	103.3	103.3	16.0	
Actuated g/C Ratio	0.16	0.84	0.65	0.65	0.10	
Clearance Time (s)	5.0	5.3	5.3	5.3	5.0	
Vehicle Extension (s)	2.5	4.0	4.0	4.0	3.0	
Lane Grp Cap (vph)	281	2957	2307	1010	179	
v/s Ratio Prot	c0.16	0.61	c0.69		c0.01	
v/s Ratio Perm				0.02		
v/c Ratio	0.99	0.72	1.07	0.03	0.11	
Uniform Delay, d1	67.1	5.5	28.4	10.3	65.5	
Progression Factor	1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	49.3	1.6	41.8	0.1	1.2	
Delay (s)	116.5	7.1	70.1	10.3	66.7	
Level of Service	F	A	E	B	E	
Approach Delay (s)		19.6	69.2		66.7	
Approach LOS		B	E		E	

Intersection Summary			
HCM Average Control Delay	44.9	HCM Level of Service	D
HCM Volume to Capacity ratio	0.95		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	15.3
Intersection Capacity Utilization	96.5%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
17: Simonds Rd NE & 84th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	2	482	105	12	606	10	117	41	6	10	0	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0			4.0			4.0	
Lane Util. Factor		1.00			1.00			1.00			1.00	
Frt		0.98			1.00			0.99			0.98	
Flt Protected		1.00			1.00			0.97			0.96	
Satd. Flow (prot)		1818			1857			1789			1750	
Flt Permitted		1.00			0.99			0.78			0.84	
Satd. Flow (perm)		1816			1837			1448			1535	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	2	524	114	13	659	11	127	45	7	11	0	2
RTOR Reduction (vph)	0	0	0	0	1	0	0	2	0	0	0	0
Lane Group Flow (vph)	0	640	0	0	682	0	0	177	0	0	13	0
Turn Type	custom			Perm			Perm			Perm		
Protected Phases					6			8			4	
Permitted Phases	2	2		6			8			4		
Actuated Green, G (s)		33.4			33.4			9.7			9.7	
Effective Green, g (s)		33.4			33.4			9.7			9.7	
Actuated g/C Ratio		0.60			0.60			0.17			0.17	
Clearance Time (s)		4.0			4.0			4.0			4.0	
Vehicle Extension (s)		3.0			3.0			3.0			3.0	
Lane Grp Cap (vph)		1087			1100			252			267	
v/s Ratio Prot												
v/s Ratio Perm		0.35			c0.37			c0.12			0.01	
v/c Ratio		0.59			0.62			0.70			0.05	
Uniform Delay, d1		6.9			7.2			21.7			19.2	
Progression Factor		1.00			1.00			1.00			1.00	
Incremental Delay, d2		2.3			2.6			8.5			0.1	
Delay (s)		9.3			9.8			30.2			19.3	
Level of Service		A			A			C			B	
Approach Delay (s)		9.3			9.8			30.2			19.3	
Approach LOS		A			A			C			B	

Intersection Summary			
HCM Average Control Delay	12.1	HCM Level of Service	B
HCM Volume to Capacity ratio	0.63		
Actuated Cycle Length (s)	55.8	Sum of lost time (s)	12.0
Intersection Capacity Utilization	63.8%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
17: Simonds Rd NE & 84th Ave NE 9/8/2014



Movement	NEL	NER
Lane Configurations		
Volume (vph)	0	5
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	4.0	
Lane Util. Factor	1.00	
Frt	0.86	
Flt Protected	1.00	
Satd. Flow (prot)	1611	
Flt Permitted	1.00	
Satd. Flow (perm)	1611	
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	5
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	5	0
Turn Type		
Protected Phases	3	
Permitted Phases		
Actuated Green, G (s)	0.7	
Effective Green, g (s)	0.7	
Actuated g/C Ratio	0.01	
Clearance Time (s)	4.0	
Vehicle Extension (s)	3.0	
Lane Grp Cap (vph)	20	
v/s Ratio Prot	c0.00	
v/s Ratio Perm		
v/c Ratio	0.25	
Uniform Delay, d1	27.3	
Progression Factor	1.00	
Incremental Delay, d2	6.5	
Delay (s)	33.8	
Level of Service	C	
Approach Delay (s)	33.8	
Approach LOS	C	

Intersection Summary

HCM Unsignalized Intersection Capacity Analysis
18: NE 155th St & 84th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	5	120	24	38	176	16	57	75	28	23	142	35
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	5	126	25	40	185	17	60	79	29	24	149	37

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	157	242	168	211
Volume Left (vph)	5	40	60	24
Volume Right (vph)	25	17	29	37
Hadj (s)	-0.06	0.01	0.07	-0.05
Departure Headway (s)	5.3	5.2	5.4	5.2
Degree Utilization, x	0.23	0.35	0.25	0.30
Capacity (veh/h)	622	644	604	637
Control Delay (s)	9.8	11.0	10.2	10.5
Approach Delay (s)	9.8	11.0	10.2	10.5
Approach LOS	A	B	B	B

Intersection Summary				
Delay	10.4			
HCM Level of Service	B			
Intersection Capacity Utilization	51.5%	ICU Level of Service	A	
Analysis Period (min)	15			

HCM Signalized Intersection Capacity Analysis
19: NE 155th St & Simonds Rd NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	10	22	140	67	35	63	194	476	43	43	412	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		5.0			5.0	5.0	5.0	5.0		5.0	5.0	
Lane Util. Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	
Frt		0.89			1.00	0.85	1.00	0.99		1.00	1.00	
Flt Protected		1.00			0.97	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (prot)		1670			1840	1615	1805	1877		1770	1859	
Flt Permitted		1.00			0.97	1.00	0.95	1.00		0.95	1.00	
Satd. Flow (perm)		1670			1840	1615	1805	1877		1770	1859	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	23	147	71	37	66	204	501	45	45	434	6
RTOR Reduction (vph)	0	133	0	0	0	58	0	2	0	0	1	0
Lane Group Flow (vph)	0	48	0	0	108	8	204	544	0	45	439	0
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	0%	0%	0%	2%	2%	2%
Turn Type	Split			Split		Perm	Prot			Prot		
Protected Phases	4	4		3	3		5	2		1	6	
Permitted Phases						3						
Actuated Green, G (s)		7.1			8.7	8.7	12.3	36.4		2.8	26.9	
Effective Green, g (s)		7.1			8.7	8.7	12.3	36.4		2.8	26.9	
Actuated g/C Ratio		0.09			0.12	0.12	0.16	0.49		0.04	0.36	
Clearance Time (s)		5.0			5.0	5.0	5.0	5.0		5.0	5.0	
Vehicle Extension (s)		2.0			2.0	2.0	2.0	2.0		2.0	2.0	
Lane Grp Cap (vph)		158			213	187	296	911		66	667	
v/s Ratio Prot		c0.03			c0.06		c0.11	0.29		0.03	c0.24	
v/s Ratio Perm						0.00						
v/c Ratio		0.30			0.51	0.04	0.69	0.60		0.68	0.66	
Uniform Delay, d1		31.6			31.1	29.4	29.5	14.0		35.7	20.2	
Progression Factor		1.00			1.00	1.00	1.00	1.00		1.00	1.00	
Incremental Delay, d2		0.4			0.7	0.0	5.3	2.9		20.6	5.0	
Delay (s)		32.0			31.8	29.5	34.8	16.9		56.3	25.2	
Level of Service		C			C	C	C	B		E	C	
Approach Delay (s)		32.0			30.9			21.7			28.1	
Approach LOS		C			C			C			C	

Intersection Summary			
HCM Average Control Delay	25.9	HCM Level of Service	C
HCM Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	75.0	Sum of lost time (s)	20.0
Intersection Capacity Utilization	65.4%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis
96: 175th Ave NE & 67th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	82	360	251	0	71	0	164	252	0	240	190	230
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0		4.0	4.0		4.0	4.0	
Lane Util. Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Frt		0.95			1.00		1.00	1.00		1.00	0.92	
Flt Protected		0.99			1.00		0.95	1.00		0.95	1.00	
Satd. Flow (prot)		1761			1863		1770	1863		1770	1710	
Flt Permitted		0.95			1.00		0.29	1.00		0.50	1.00	
Satd. Flow (perm)		1690			1863		549	1863		929	1710	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	89	391	273	0	77	0	178	274	0	261	207	250
RTOR Reduction (vph)	0	18	0	0	0	0	0	0	0	0	43	0
Lane Group Flow (vph)	0	735	0	0	77	0	178	274	0	261	414	0
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		2			6			4			8	
Permitted Phases	2			6			4			8		
Actuated Green, G (s)		41.8			41.8		31.6	31.6		31.6	31.6	
Effective Green, g (s)		41.8			41.8		31.6	31.6		31.6	31.6	
Actuated g/C Ratio		0.51			0.51		0.39	0.39		0.39	0.39	
Clearance Time (s)		4.0			4.0		4.0	4.0		4.0	4.0	
Vehicle Extension (s)		3.0			3.0		3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)		868			957		213	723		361	664	
v/s Ratio Prot					0.04			0.15			0.24	
v/s Ratio Perm		c0.43					c0.32			0.28		
v/c Ratio		0.85			0.08		0.84	0.38		0.72	0.62	
Uniform Delay, d1		17.0			10.0		22.5	17.9		21.2	20.1	
Progression Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2		7.7			0.0		23.7	0.3		7.0	1.8	
Delay (s)		24.7			10.1		46.2	18.2		28.2	21.9	
Level of Service		C			B		D	B		C	C	
Approach Delay (s)		24.7			10.1			29.2			24.2	
Approach LOS		C			B			C			C	

Intersection Summary			
HCM Average Control Delay	25.0	HCM Level of Service	C
HCM Volume to Capacity ratio	0.84		
Actuated Cycle Length (s)	81.4	Sum of lost time (s)	8.0
Intersection Capacity Utilization	88.6%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
97: NE 181st St & 67th Ave NE

9/8/2014

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (vph)	301	433	163	383	365	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0			4.0	4.0	
Lane Util. Factor	1.00			1.00	1.00	
Frt	0.92			1.00	0.99	
Flt Protected	1.00			0.99	0.96	
Satd. Flow (prot)	1714			1835	1761	
Flt Permitted	1.00			0.48	0.96	
Satd. Flow (perm)	1714			901	1761	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	327	471	177	416	397	35
RTOR Reduction (vph)	69	0	0	0	4	0
Lane Group Flow (vph)	729	0	0	593	428	0
Turn Type			Perm			
Protected Phases	2			6	4	
Permitted Phases			6			
Actuated Green, G (s)	50.3			50.3	17.0	
Effective Green, g (s)	50.3			50.3	17.0	
Actuated g/C Ratio	0.67			0.67	0.23	
Clearance Time (s)	4.0			4.0	4.0	
Vehicle Extension (s)	3.0			3.0	3.0	
Lane Grp Cap (vph)	1145			602	398	
v/s Ratio Prot	0.43				c0.24	
v/s Ratio Perm				c0.66		
v/c Ratio	0.64			0.99	1.08	
Uniform Delay, d1	7.2			12.1	29.1	
Progression Factor	1.00			1.00	1.00	
Incremental Delay, d2	1.2			32.6	66.8	
Delay (s)	8.4			44.7	96.0	
Level of Service	A			D	F	
Approach Delay (s)	8.4			44.7	96.0	
Approach LOS	A			D	F	

Intersection Summary			
HCM Average Control Delay	41.0	HCM Level of Service	D
HCM Volume to Capacity ratio	1.01		
Actuated Cycle Length (s)	75.3	Sum of lost time (s)	8.0
Intersection Capacity Utilization	103.7%	ICU Level of Service	G
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
98: Lakepointe Dr & 68th Ave NE 9/8/2014

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (vph)	62	379	415	1168	1074	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor	1.00	0.95	1.00	0.95	0.95	
Frt	0.89	0.85	1.00	1.00	1.00	
Flt Protected	0.99	1.00	0.95	1.00	1.00	
Satd. Flow (prot)	1638	1504	1770	3539	3539	
Flt Permitted	0.99	1.00	0.95	1.00	1.00	
Satd. Flow (perm)	1638	1504	1770	3539	3539	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	67	412	451	1270	1167	0
RTOR Reduction (vph)	118	184	0	0	0	0
Lane Group Flow (vph)	126	51	451	1270	1167	0
Turn Type		Perm	Prot			Perm
Protected Phases	2		7	4	8	
Permitted Phases		2				8
Actuated Green, G (s)	17.5	17.5	22.3	54.5	28.2	
Effective Green, g (s)	17.5	17.5	22.3	54.5	28.2	
Actuated g/C Ratio	0.22	0.22	0.28	0.68	0.35	
Clearance Time (s)	4.0	4.0	4.0	4.0	4.0	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	358	329	493	2411	1247	
v/s Ratio Prot	c0.08		c0.25	0.36	c0.33	
v/s Ratio Perm		0.03				
v/c Ratio	0.35	0.16	0.91	0.53	0.94	
Uniform Delay, d1	26.5	25.3	27.9	6.3	25.0	
Progression Factor	1.00	1.00	1.00	1.00	1.01	
Incremental Delay, d2	2.7	1.0	21.5	0.2	11.3	
Delay (s)	29.2	26.3	49.4	6.5	36.6	
Level of Service	C	C	D	A	D	
Approach Delay (s)	27.8			17.8	36.6	
Approach LOS	C			B	D	

Intersection Summary			
HCM Average Control Delay	25.7	HCM Level of Service	C
HCM Volume to Capacity ratio	0.78		
Actuated Cycle Length (s)	80.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	73.9%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
99: SR 522 & 65th Ave NE

9/8/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	313	1837	422	0	2055	136	0	0	171	0	0	382
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	340	1997	459	0	2234	148	0	0	186	0	0	415
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)					1007							
pX, platoon unblocked	0.60						0.60	0.60		0.60	0.60	0.60
vC, conflicting volume	2382			2455			4209	5059	998	4098	5370	1117
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1967			2455			5020	6440	998	4835	6959	0
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	0			100			0	0	23	0	0	36
cM capacity (veh/h)	175			187			0	0	242	0	0	649

Direction, Lane #	EB 1	EB 2	EB 3	EB 4	WB 1	WB 2	WB 3	NB 1	SB 1
Volume Total	340	998	998	459	1117	1117	148	186	415
Volume Left	340	0	0	0	0	0	0	0	0
Volume Right	0	0	0	459	0	0	148	186	415
cSH	175	1700	1700	1700	1700	1700	1700	242	649
Volume to Capacity	1.95	0.59	0.59	0.27	0.66	0.66	0.09	0.77	0.64
Queue Length 95th (ft)	642	0	0	0	0	0	0	139	115
Control Delay (s)	491.7	0.0	0.0	0.0	0.0	0.0	0.0	56.3	19.9
Lane LOS	F							F	C
Approach Delay (s)	59.8				0.0			56.3	19.9
Approach LOS								F	C

Intersection Summary				
Average Delay	32.2			
Intersection Capacity Utilization	87.1%	ICU Level of Service		E
Analysis Period (min)	15			



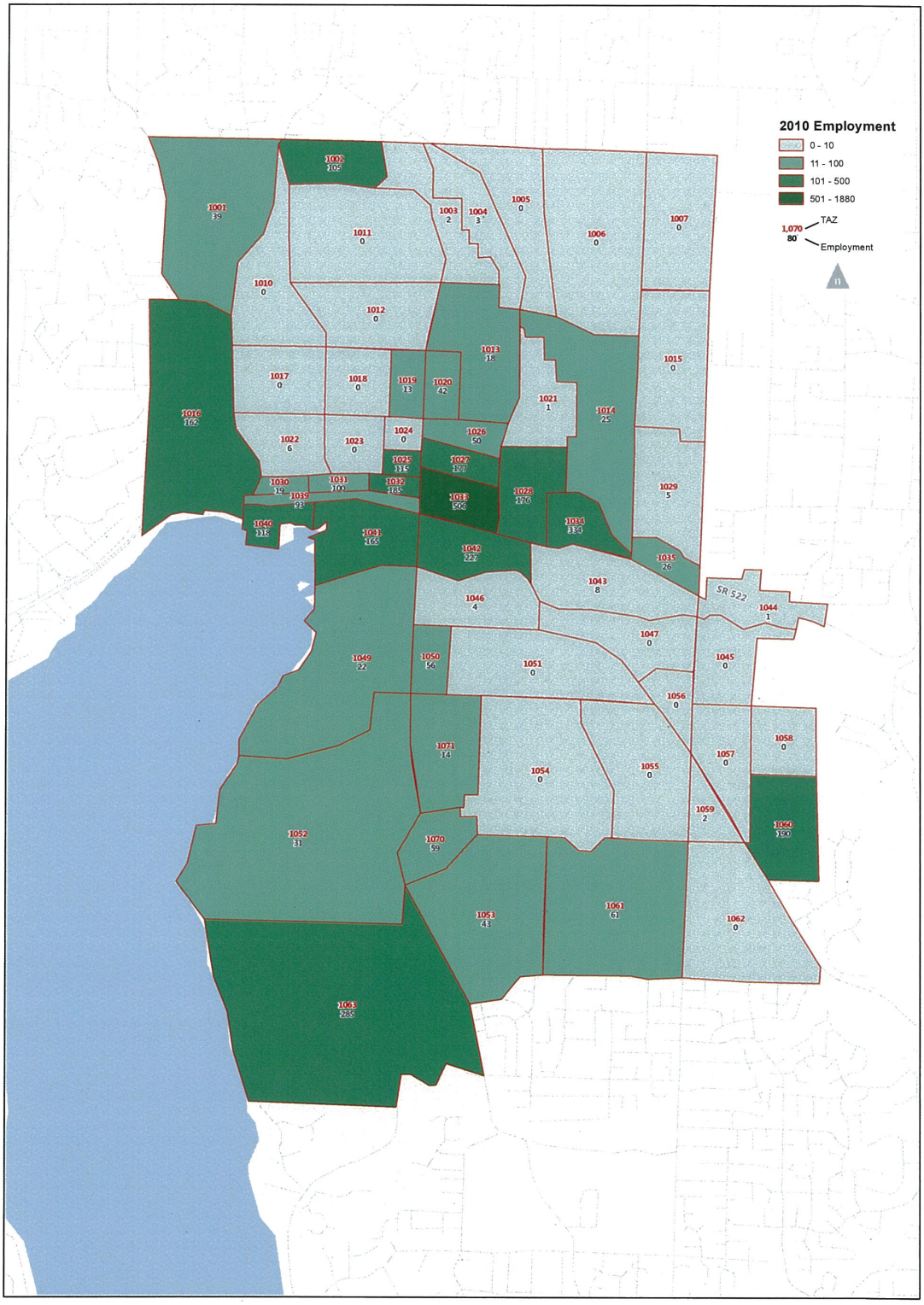
Appendix D - 2: Land Use Maps

The following maps depict employment and housing land uses by traffic analysis zone (TAZ) around Kenmore. The 2010 maps represent the base year for the travel model, which was calibrated to match the city's data on employment and housing. The 2035 maps show the forecasted future levels of jobs and housing based on the amount of growth assigned by the Puget Sound Regional Council (PSRC) local target representation data set and vetted by the City. The growth maps display where employment and housing growth is expected to occur around Kenmore. This land use growth informs the City on where to expect increases in travel volumes and translates into future traffic levels through the travel demand forecasting process.

	Housing Units	Employment
2010	8,554	3,487
2035	12,236	6,704
Growth	3,682	3,217

Future land use was developed using a variety of sources including city staff input, PSRC regional model land use data, as well as the previous land use forecast from the 2008 Transportation Element Update. The following steps summarize the allocation process for future year land use:

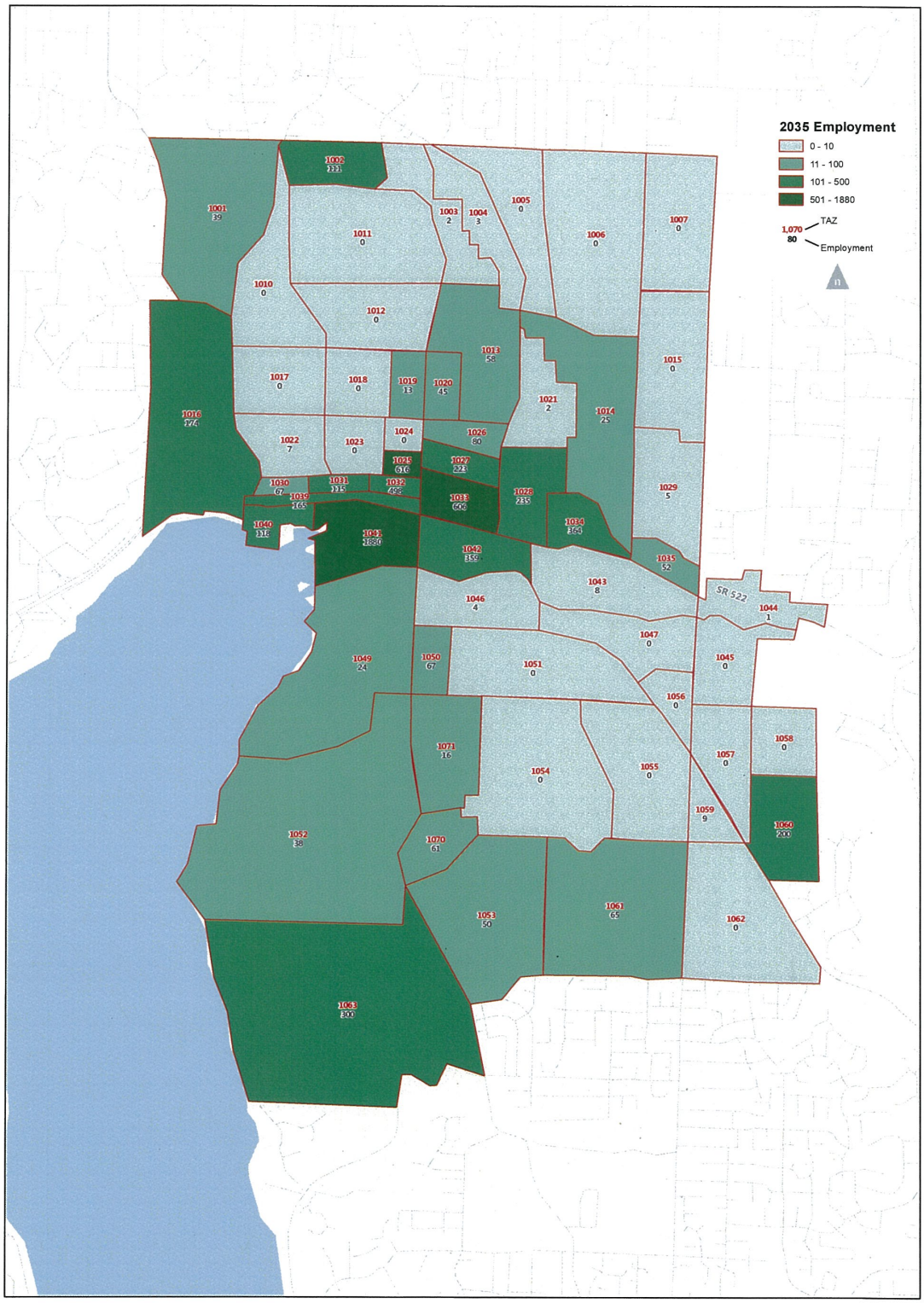
1. The 2035 PSRC local target representation data was provided by regional model TAZ. The land use in the PSRC TAZs comprising Kenmore was scaled to match City-approved growth targets for housing units and employment.
2. Because PSRC TAZs are much larger than those in the Kenmore travel demand model, housing and employment data were disaggregated to the Kenmore TAZ system using land use intensity ratios developed from the 2022 land use forecast (created for the 2008 Transportation Element Update).
3. The 2035 land use by Kenmore TAZ produced in the previous step was scrutinized by City Staff and the project team during an in-person working session. Based on specific knowledge of future developments and zoning allowances as well as review of aerial imagery, household and employment growth were reallocated between Kenmore TAZs.
4. If the specific household and/or employment growth for a Kenmore TAZ was not established during the working session, it was assumed to have the same amount of growth as the 2022 land use forecast. Due to the reliance on 2022 growth expectations, there may be some minor discrepancies in distribution of employment among TAZs within downtown; however, the overall amount of employment growth reflected in the model is consistent with the City and PSRC land use vision and serves as a reasonable basis for developing future forecasts.



Kenmore Model Employment 2010

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\Land Use\EMP_2010.mxd

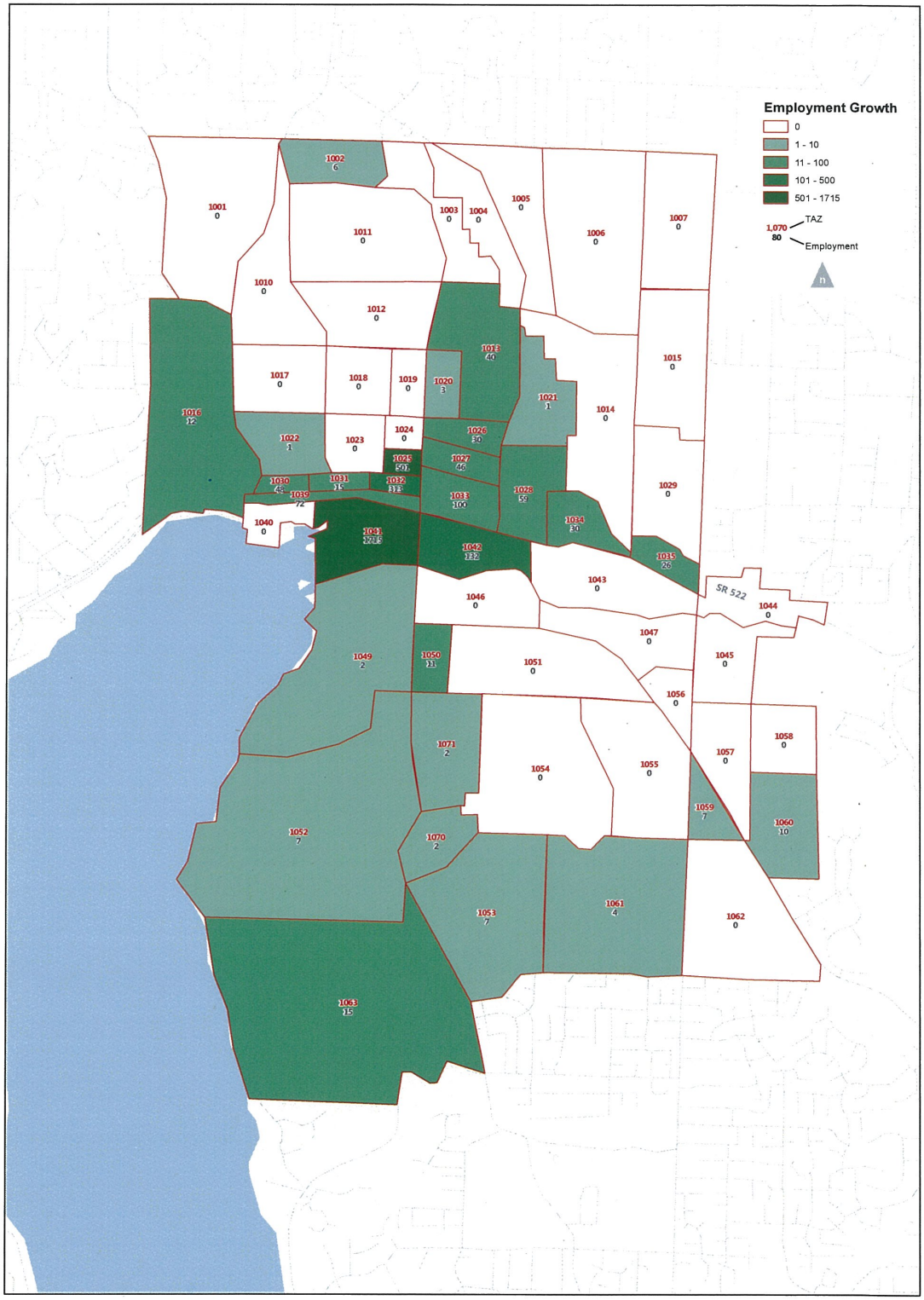
FEHR PEERS



Kenmore Model Employment 2035

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\Land Use\EMP_2035_adjusted.mxd

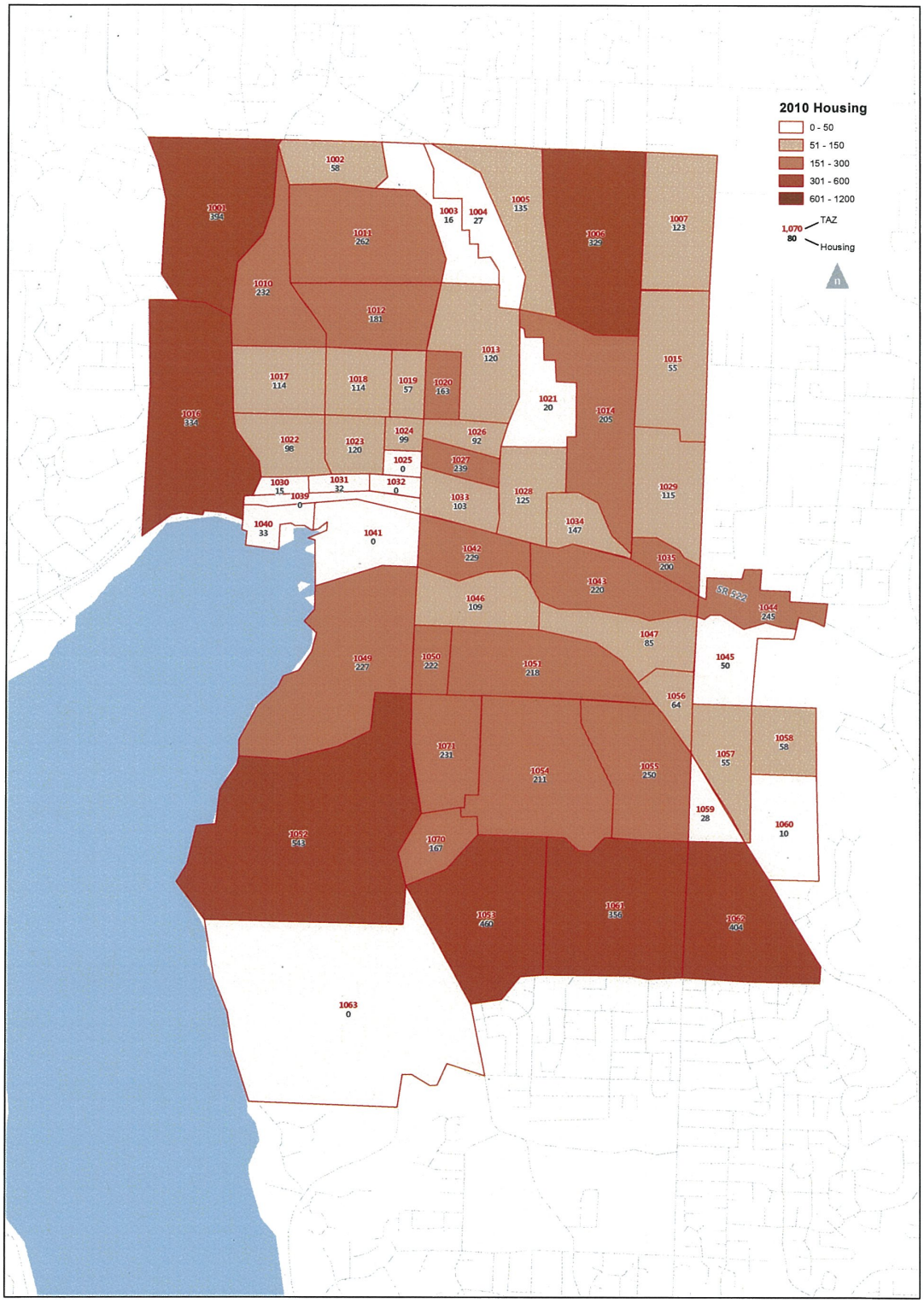
FEHR PEERS



Kenmore Model Employment Growth 2010 to 2035

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\Land Use\EMP_Growth_adjusted.mxd

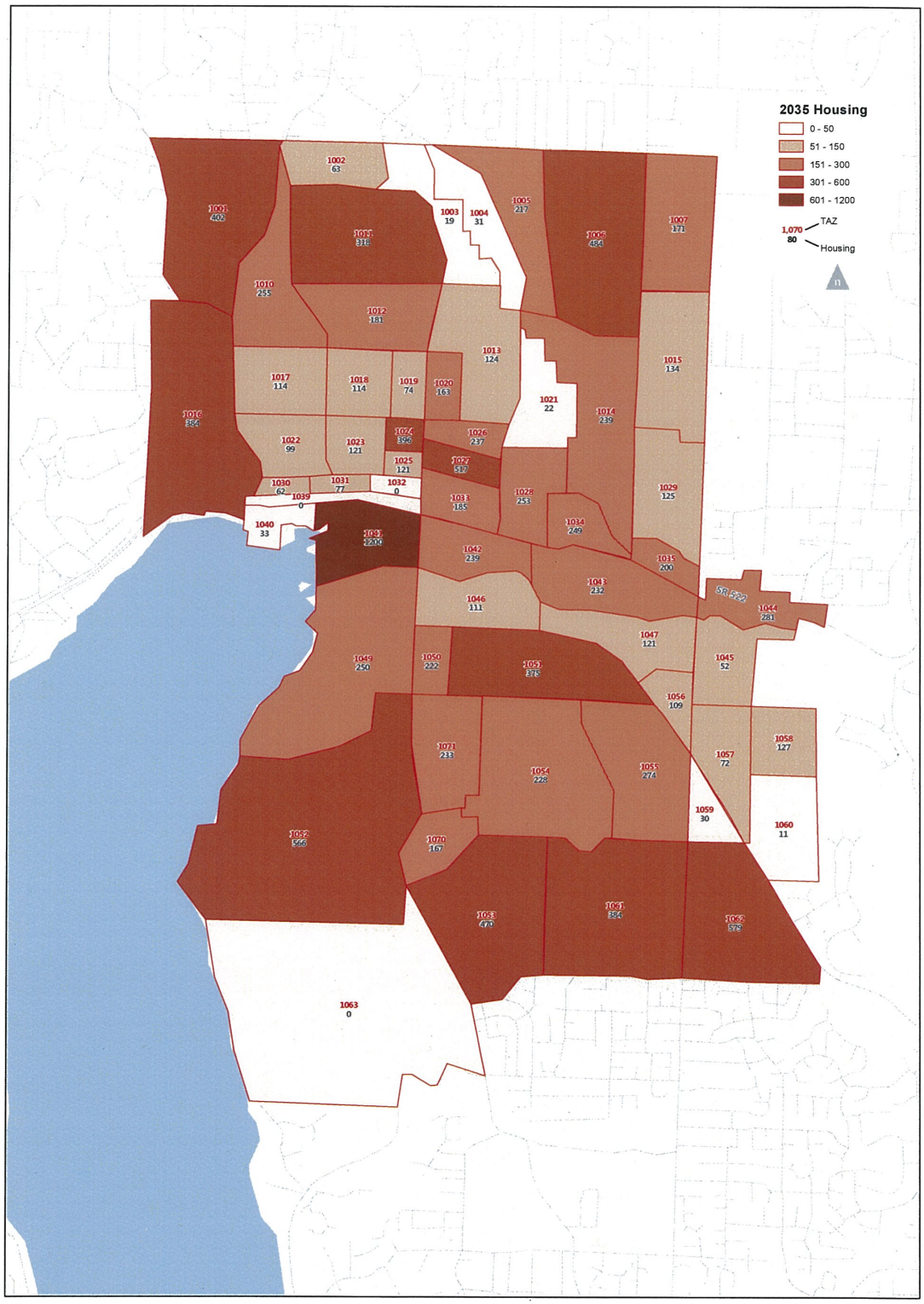
FEHR PEERS



Kenmore Model Housing 2010

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\Land Use\HU_2010.mxd

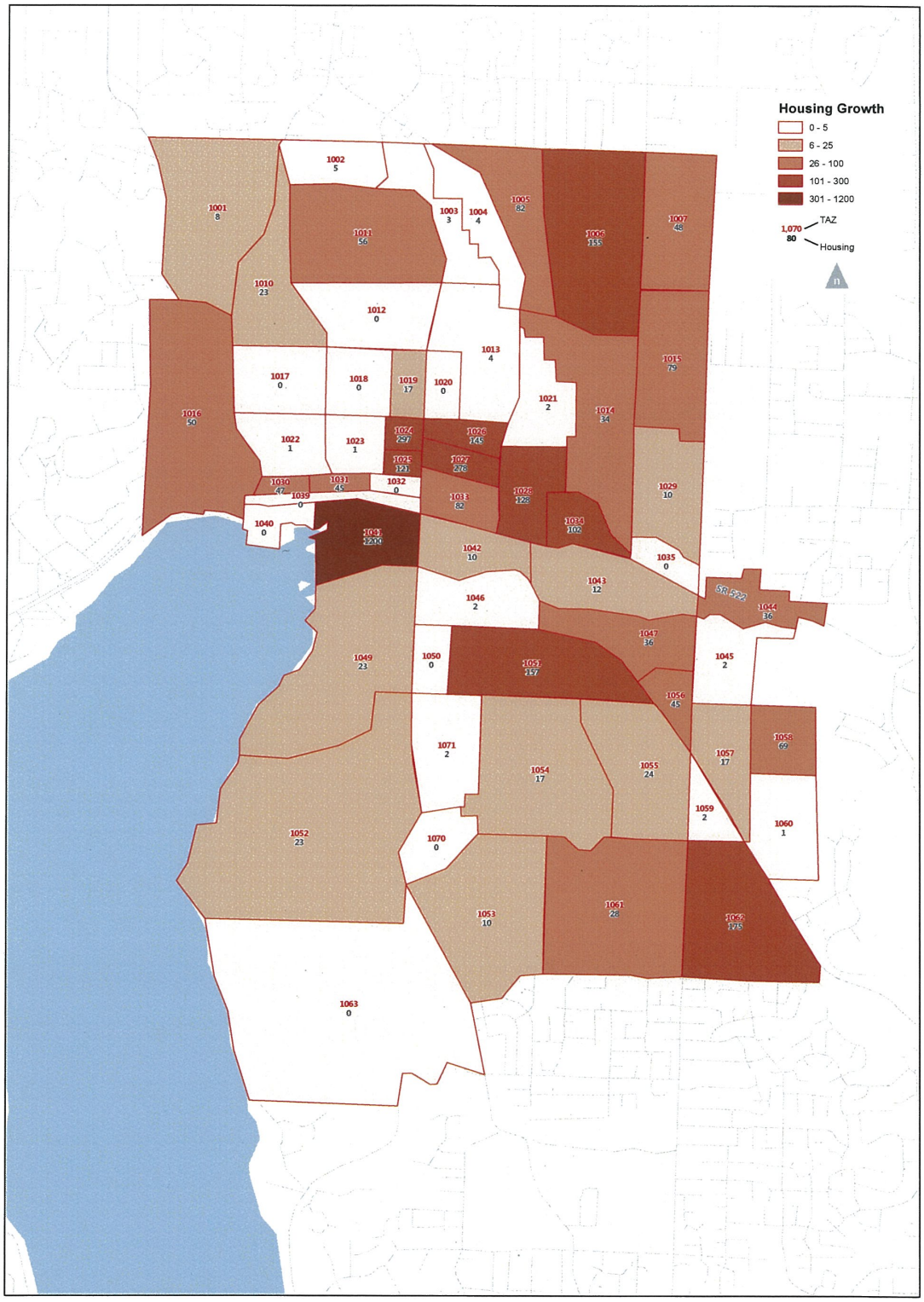
FEHR PEERS



Kenmore Model Housing 2035

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\Land Use\HU_2035.mxd

FEHR PEERS



Kenmore Model Housing Growth 2010 to 2035

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\Land Use\HU_Growth.mxd

FEHR & PEERS



Appendix D - 3: Roadway Fact Sheets

The following street typology fact sheets specify the form and intended functions of roadways in Kenmore. While some roadways are intended to serve regional travel and vehicle circulation, other facilities provide safe options for a more multimodal user base. Each fact sheet provides the travel purposes, features, and example locations for the given roadway type.

Boulevard

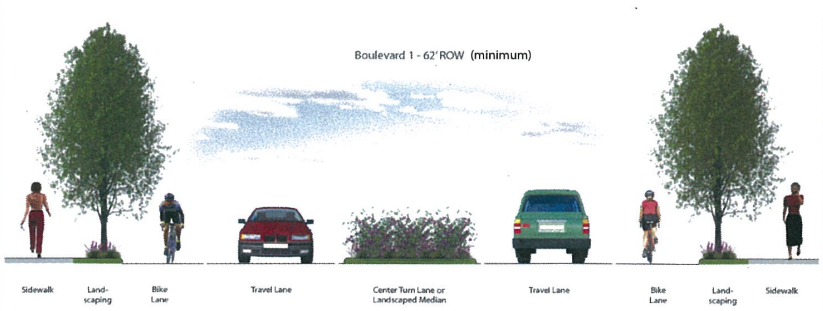
Boulevards are roadways that serve all types of vehicles as well as bicycles and pedestrians. This is the most conducive street type for cross-town trips. The focus is to provide a convenient travel experience for vehicles, accommodate larger vehicles (including trucks, transit, and emergency services), and maintain a friendly atmosphere for pedestrians and bicyclists through effective modal separation.

Features:

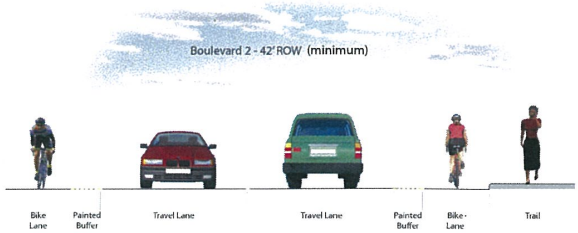
- Priority users – vehicles, bicycles, and pedestrians
- Serves all trip types, but accommodates cross-town trips best of all street typologies. Direct access by adjacent land uses more limited.
- Turn lanes provided at key intersections to facilitate through traffic. Pedestrian crossings tend to be provided at intersections only.
- Where space is available, add on-street parking lane, bicycle facilities, or landscape buffers for a better walking experience.

Example Locations:

- 61st Ave NE
- Simonds Rd NE
- Juanita Dr NE (Boulevard 2 for portions; other treatments elsewhere)
- 68th Ave NE (south of NE 185th St)









FEHR PEERS

Urban Avenue

Urban avenues serve all modes and trip types, but are focused on signaling the entry into a higher-density commercial or residential zone. Urban avenues accommodate larger vehicles, but provide a lower speed alternative to boulevards or State highways and emphasize multimodal interaction and gateway elements.

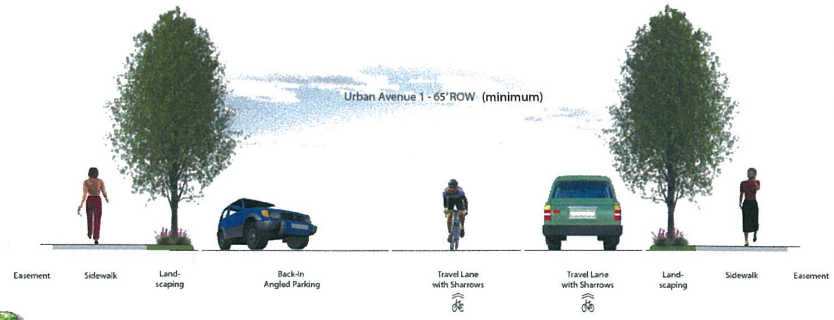
Features:

- Priority users: residents, downtown employees, patrons, and visitors; all modes
- Serves as a major travel route through the city center and into downtown. Generally provides more direct access to adjacent land uses than boulevards or State highways.
- Pedestrian treatments include high visibility crosswalks, landscape buffers, and curb extensions.
- Travel lanes may be shared between bicycles and vehicles due to slower speeds.

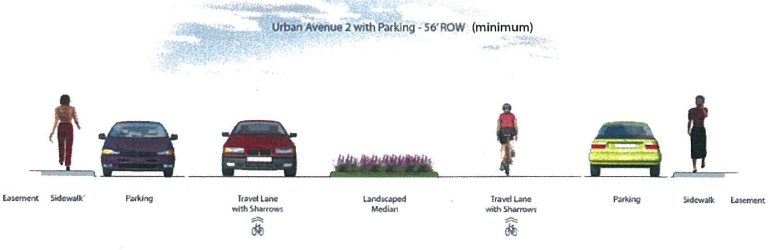
Example Locations:

- 65th Ave NE
- NE 181st St
- NE 175th St
- 73rd Ave NE









FEHR PEERS

Neighborhood Connection

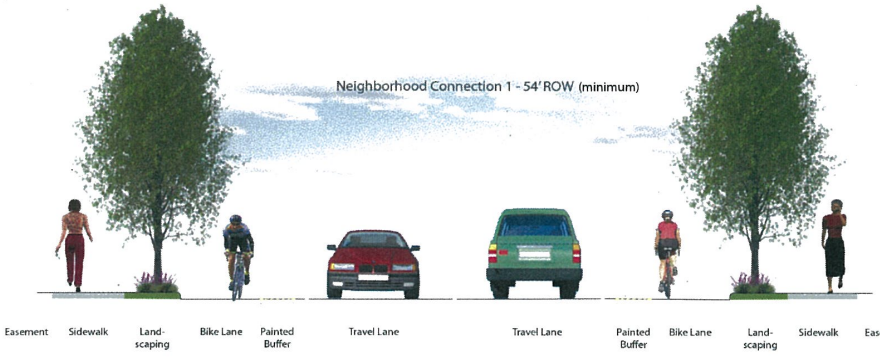
Neighborhood connection streets are focused on providing a safe and enjoyable travel experience for bicycles, pedestrians, and school children. Neighborhood connection streets have narrow travel lanes, separated bike lanes, and buffered sidewalks. These streets feature high-visibility mid-block pedestrian crossings.

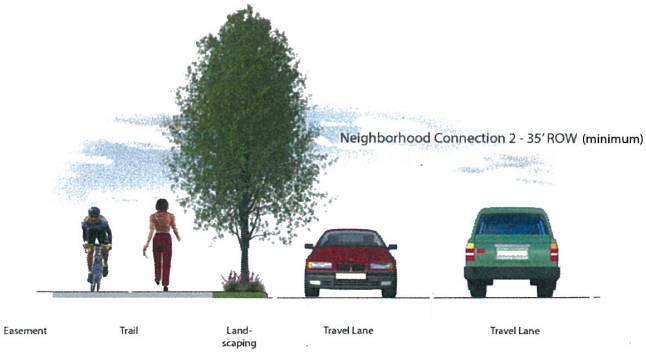
Features:

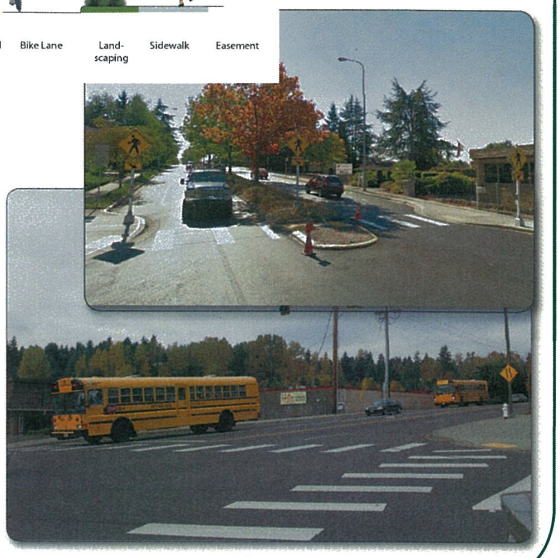
- Priority users: school children, non-motorized modes
- Serves as a major travel route for school trips, bicycle and pedestrian travel
- Pedestrian crossing treatments include, mid-block crossings, high visibility or raised crosswalks, and curb extensions.

Example Locations:

- 84th Ave NE
- NE 192nd St
- NE 155th St







FEHR PEERS

Local Street

Local streets are walkable, low-speed facilities that serve abutting property (mostly single family residential homes). Because of the low travel speeds, bicycles and vehicles share the right of way. Goods movement on these streets is restricted to local deliveries only.

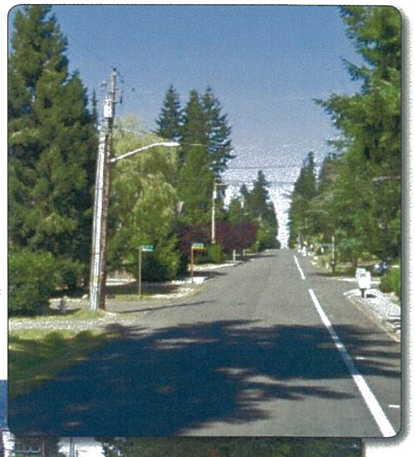
Features:

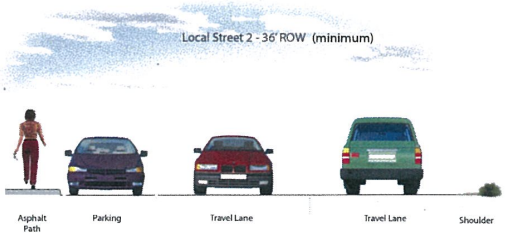
- Priority users – local traffic and pedestrians
- Serves as a local connection, but does not encourage through traffic. Provides direct access to adjacent land uses.
- Can serve as quiet streets that are welcoming to cyclists with no additional improvement.

Example Locations:

- NE 198th St
- NE 185th St
- 81st Ave NE









FEHR PEERS



Appendix D - 4: Deficiencies Identification & Street Classification Cross Reference Table

FEHR PEERS

MEMORANDUM

Date:	October 23, 2014
To:	Kris Overleese, Debbie Bent, and Lauri Anderson, City of Kenmore
From:	Kendra Breiland, Fehr & Peers
Subject:	***Identification of Deficiency-Driven Projects in Transportation Element***

The Puget Sound Regional Council (PSRC) has requested that we identify those projects within the near-term and longer-term project lists that address existing or future deficiencies based on the level of service (LOS) policies included in this Transportation Element. Below, we summarize the LOS policy for each mode and identify the projects that address deficiencies.

Auto LOS and Deficiency-Driven Projects

The City's level of service policy sets the following standards for its roadways:

- Boulevards (Primary Arterials) – LOS E or better
- Urban Avenues, Neighborhood Connections (Minor Arterials) – LOS D or better
- Local Streets (Collectors) – LOS C or better

It should be noted that LOS is measured at the corridor level on 68th Avenue / Juanita Drive / Simonds Road rather than at the intersection level. Though a single intersection on these corridors may experience longer delays than indicated by the standard, the overall concern for residents and travelers on these roadways is to get through multiple intersections in a reasonable amount of time. It should also be noted that as a highway of statewide significance, SR 522 is exempted from LOS standards.

The following projects were included in the Transportation Element to address deficiencies in meeting this LOS standard in 2035:

- Intersection improvements (signalization or roundabout) at NE 192nd St & 73rd Ave NE – this deficiency would appear in future conditions largely in response to growth in South Snohomish County.
- Intersection improvements (signalization or roundabout) at NE 192nd St & 80th Ave NE – this deficiency would appear in future conditions largely in response to growth in South Snohomish County.

Pedestrian, Bike, and Transit LOS and Deficiency-Driven Projects

The City's LOS policies for non-auto modes are tied to the built environment and the presence of facilities accommodating walking, biking and accessing transit along priority networks, as identified in Chapter 4 of the Transportation Element. The below tables summarize the LOS policies with discussion about projects below.

1001 Fourth Avenue, Suite 4120, Seattle, WA 98154 (206) 576 4220 fax (206) 576 4225
www.fehrandpeers.com

FEHR PEERS

PEDESTRIAN LOS – SIDEWALK REQUIREMENTS

LOS	Within Pedestrian Priority Network
	Pedestrian facility* where indicated in Pedestrian Priority Network, with a buffer
	Pedestrian facility* provided on one side of the street
	No pedestrian facility

*Pedestrian facility includes sidewalks and shoulders protected by a raised curb.

BICYCLE LOS – FACILITY REQUIREMENTS

LOS	Within Bicycle Priority Network
	Provides recommended treatment* recommendation, as shown within Bicycle Priority Network
	Provides a lower-level facility* than recommended in the Bicycle Priority Network
	No Facility

*Bicycle facilities – lowest-level to highest-level of treatment: shared; bike lanes; buffered bike facility; separated trail.

TRANSIT PRIORITY CORRIDOR LEVEL OF SERVICE

LOS	Transit Stop Amenities	Pedestrian Access	Frequency of Service
	High level	Sidewalks and marked crosswalks serving stops	All day service. Peak service 15 minutes or less, midday 30 minutes or less
	Some amenities	Sidewalks and marked crosswalks serving some stops	All day service. Peak services 30 minutes or less, midday service 60 minutes or less
	Little or no amenities	General lack of sidewalks and marked crosswalks	Low level of service

While all of the bike and pedestrian projects in the plan relate to achieving the above standards, the priority networks for walking, biking, and transit were created to serve and connect with anticipated growth in Kenmore. Moreover, the majority of users of these facilities are also anticipated to be Kenmore residents, thus these projects are identified as growth and vision-accommodating, rather than deficiency-driven.

FEHR PEERS

MEMORANDUM

Date: November 10, 2014

To: Kris Overleese, Debbie Bent, and Lauri Anderson, City of Kenmore

From: Kendra Breiland, Fehr & Peers

Subject: FHWA Street Classification and Layered Network Cross Referencing in the Transportation Element

The Layered Network for Kenmore's Transportation Element was developed based on current and envisioned future street user priorities, adjacent land uses, and current demands for walking, biking, transit, and auto/freight travel. The street typologies in the Layered Network include:

- State Highway/Boulevard – Most conducive for crosstown trips and focus on transit, freight, and auto mobility.
- Urban Avenue – Signals the entry into a higher-density commercial or residential zone. Emphasizes multimodal interactions and travel experience.
- Neighborhood Connection – Provides a safe and enjoyable travel experience for bicycles and pedestrians.
- Local Street – Prioritizes local access (driveways, on-street parking) and pedestrian travel. Bicycles share the roadway.

Below, we provide a cross-reference between these street typologies and federal aid classifications. Exceptions are highlighted in the right-most column, and potentially indicate areas where the City may want to consider future reclassifications within the federal aid system.

Cross-Reference Table

Federal Classification	Transportation Element Classification	Exceptions
Principal Arterial	State Highway, Boulevard	• Juanita Drive s/o 170th is a Minor Arterial; • 68th Ave (SR 522 to Tolt Pipeline Trail) is a Major Collector; • 80th Avenue is a Minor Arterial; • 61st Ave NE is a Minor Arterial
Minor Arterial	Urban Avenue	
Major Collectors	Neighborhood Connection	• 181st Street west of 65th is not classified
Below Major Collector	Local Streets	

1001 Fourth Avenue, Suite 4120, Seattle, WA 98154 (206) 576 4220 fax (206) 576 4225
www.fehrandpeers.com



Appendix D - 5: Detailed Cost Estimates

Kenmore Transportation Element Projects

Below is a summary of cost estimates that do not include detailed estimation sheets later in this appendix:

- ☐ Sidewalk Program (**$150,000 per year**)
- ☐ Neighborhood Transportation Plans (**$250,000 per year**)
- ☐ 192nd/73rd Signalization (**$220,000 installed**)
- ☐ 192nd/80th Signalization (**$240,000 installed**)
- ☐ Lakepointe Dr/68th Signalization (**$260,000 installed**)
- ☐ Remove Signal at 175th/68th (**$20,000**)
- ☐ 181st/67th Roundabout (**$3 million in 2024**)
- ☐ 175th/67th Roundabout **($3 million in 2024--this would presumably connect Lakepointe SR522 Underpass**)
- ☐ Installation of Improved Crossings – RRFB's **($50,000 per location, 13 locations)**
- ☐ 68th Ave/SR 522 Northbound Right Turn Lane Extension **($2,640,530 as estimated in 2013 TIB application)**

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, 20 Yr Bicycle Network - ROADWAY SCHEDULE
Corridor Section: Network throughout Kenmore
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

Network throughout Kenmore



This projects involves a bicycle network throughout Kenmore. This would consist of either bike lanes or shared roadways through restriping and/or roadway buildout.

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		RIGHT OF WAY				
		RIGHT OF WAY (urban developed)	SF	$60	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				$0
II.		CONSTRUCTION				
1		PREPARATION/GRADING/DRAINAGE				
	1.1	PREPARATION				
		CLEAR & GRUB,DEMO	ACRE	$5,000	-	$0
		REMOVING EXISTING PAVEMENT	SY	$10	5,700	$57,000
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$0	1	$0
	1.2	EARTHWORK				
		ROADWAY EXCAVATION INCL. HAUL	CY	$20	-	$0
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	-	$0
		EMBANKMENT COMPACTION	CY	$2	-	$0
	1.3	STORMWATER MITIGATION				
		DETENTION AND TREATMENT	SF	$25	153,000	$3,825,000
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	STORM SEWER				
		CATCH BASIN TYPE 1	EA	$1,200	-	$0
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	-	$0
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	-	$0
2		STRUCTURE				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	17,900	$1,163,500
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		SURFACING				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	5,400	$594,000
		CRUSHED SURFACING	TON	$25	14,100	$352,500

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, 20 Yr Bicycle Network - ROADWAY SCHEDULE
Corridor Section: Network throughout Kenmore
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

Network throughout Kenmore

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		ROADSIDE DEVELOPMENT				
		FENCING	LF	$20	-	$0
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$378,500	1	$378,500
		LANDSCAPING	LS	$0	1	$0
5		TRAFFIC				
		HAND RAIL	LF	$100	-	$0
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0	1	$0
		SIGNING	LS	$50,000	1	$50,000
		CURBS	LF	$20	-	$0
		MOUNTABLE CURB	LF	$25	-	$0
		PAINT LINE	LF	$1	250,000	$250,000
		SIDEWALKS	SY	$30	-	$0
		PAINTED BICYCLE LANE SYMBOL	EA	$60	170	$10,200
		PAINTED TRAFFIC ARROW	EA	$35	170	$5,950
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$668,700	1	$668,700
5.1		OTHER ITEMS				
		SURVEYING (2%)	LS	$147,200	1	$147,200
		SPECIAL ITEMS	EST	$150,000	1	$150,000
		UTILITY RELOCATIONS	EST	$150,000	1	$150,000
6		MISCELLANEOUS (10%)	LS	$780,300	1	$780,300
7		CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)				$8,582,850
8		MOBILIZATION (10%)				
		10% OF ITEM 7	EST	$858,300	1	$858,300
9		SUBTOTAL (ITEMS 7 & 8)				$9,441,150
10		SALES TAX				
		0.0% OF ITEM 9	EST	$0		$0
11		AGREEMENTS (Utilities, WSP, etc.)				
			EST	$0	1	$0
12		SUBTOTAL (ITEMS 9 THRU 11)				$9,441,150
13		CONSTRUCTION				
		ENGINEERING (12% OF ITEM 12)	EST	$1,133,000	1	$1,133,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$189,000	1	$189,000
14		CONSTRUCTION TOTAL (ITEMS 12 & 13)				$10,763,150
III.		PRELIMINARY WORK				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$1,614,500	1	$1,614,500
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$538,200	1	$538,200
		CITY STAFF (5.0% OF ITEM 14)	EST	$538,200	1	$538,200
IV.		TOTAL ESTIMATED COST				
		(ITEMS I, 14 & III)				$13,460,000
V.		FUTURE ESTIMATED COST				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2024	2014	$16,840,000

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description:	CITY OF KENMORE, 73rd Ave NE NORTH Buildout/Restriping - ROADWAY SCHE	Client:	Kenmore, City of
Corridor Section:	NE 192nd St to NE 205th St	Date:	Jul-14
Location:	Kenmore, City of	Date of Cost Index:	2014
		Calculated By/Entered By:	RGP
		Checked By:	DCS

NE 192nd St to NE 205th St



This project would provide a multiuse 8-foot wide trail on one side of 73rd Ave NE from NE 192nd St to NE 205th St. The trail lane would be separated from vehicle traffic by a two-foot wide painted buffer with crosshatching.

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		RIGHT OF WAY				
		RIGHT OF WAY (urban developed)	SF	$60	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				$0
II.		CONSTRUCTION				
1		PREPARATION/GRADING/DRAINAGE				
	1.1	PREPARATION				
		CLEAR & GRUB,DEMO	ACRE	$5,000	0.6	$3,000
		REMOVING EXISTING PAVEMENT	SY	$10	900	$9,000
		SAWCUTTING	LF	$3	3,800	$11,400
	1.2	EARTHWORK				
		ROADWAY EXCAVATION INCL. HAUL	CY	$20	-	$0
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	2,200	$44,000
		EMBANKMENT COMPACTION	CY	$2	1,100	$2,200
	1.3	STORMWATER MITIGATION				
		DETENTION AND TREATMENT	SF	$25	18,600	$465,000
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	STORM SEWER				
		CATCH BASIN TYPE 1	EA	$1,200	-	$0
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	-	$0
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	-	$0
2		STRUCTURE				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (MSE)	SF	$35	5,400	$189,000
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		SURFACING				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	400	$44,000
		CRUSHED SURFACING	TON	$25	1,100	$27,500

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, 73rd Ave NE NORTH Buildout/Restriping - ROADWAY SCHE
Corridor Section: NE 192nd St to NE 205th St
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

NE 192nd St to NE 205th St

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		ROADSIDE DEVELOPMENT				
		FENCING	LF	$20	1,800	$36,000
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$50,700	1	$50,700
		LANDSCAPING	LS	$0	-	$0
5		TRAFFIC				
		HAND RAIL	LF	$100	-	$0
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0	-	$0
		SIGNING	LS	$5,000	1	$5,000
		CURBS	LF	$20	-	$0
		MOUNTABLE CURB	LF	$25	-	$0
		PAINT LINE	LF	$1	8,250	$8,250
		SIDEWALKS	SY	$30	-	$0
		PAINTED BICYCLE LANE SYMBOL	EA	$60	-	$0
		PAINTED TRAFFIC ARROW	EA	$35	-	$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$89,600	1	$89,600
5.1		OTHER ITEMS				
		SURVEYING (2%)	LS	$19,700	1	$19,700
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$48,000	1	$48,000
6		MISCELLANEOUS (10%)	LS	$105,300	1	$105,300
7		CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)				$1,157,650
8		MOBILIZATION (10%)				
		10% OF ITEM 7	EST	$115,800	1	$115,800
9		SUBTOTAL (ITEMS 7 & 8)				$1,273,450
10		SALES TAX				
		0.0% OF ITEM 9	EST	$0		$0
11		AGREEMENTS (Utilities, WSP, etc.)				
			EST	$0	1	$0
12		SUBTOTAL (ITEMS 9 THRU 11)				$1,273,450
13		CONSTRUCTION				
		ENGINEERING (12% OF ITEM 12)	EST	$153,000	1	$153,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$26,000	-	$0
14		CONSTRUCTION TOTAL (ITEMS 12 & 13)				$1,426,450
III.		PRELIMINARY WORK				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$214,000	1	$214,000
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$71,400	1	$71,400
		CITY STAFF (5.0% OF ITEM 14)	EST	$71,400	1	$71,400
IV.		TOTAL ESTIMATED COST				
		(ITEMS I, 14 & III)				$1,790,000
V.		FUTURE ESTIMATED COST				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2020	2014	$2,050,000

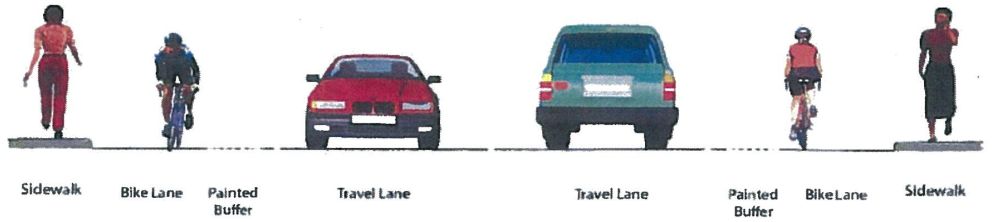
The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

Perteet Inc.
425-252-7700 | 1-800-615-6600
2707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description:	CITY OF KENMORE, 73rd Ave NE SOUTH Restriping - ROADWAY SCHEDULE	Client:	Kenmore, City of
Corridor Section:	NE 181st St to NE 192nd St	Date:	Jul-14
Location:	Kenmore, City of	Date of Cost Index:	2014
		Calculated By/Entered By:	RGP
		Checked By:	DCS

NE 181st St to NE 192nd St



This project would provide dedicated bike lanes on both sides of 73rd Ave NE from NE 181st St to NE 192nd St. The bike lanes would be separated from vehicle traffic by two-foot wide painted buffers with crosshatching.

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		RIGHT OF WAY				
		RIGHT OF WAY (urban developed)	SF	$60	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				**$0**
II.		CONSTRUCTION				
1		PREPARATION/GRADING/DRAINAGE				
	1.1	PREPARATION				
		CLEAR & GRUB,DEMO	ACRE	$5,000	-	$0
		REMOVING EXISTING PAVEMENT	SY	$10	-	$0
		REMOVE EXISTING PAINT LINES	LF	$1	-	$0
	1.2	EARTHWORK				
		ROADWAY EXCAVATION INCL, HAUL	CY	$20	-	$0
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	-	$0
		EMBANKMENT COMPACTION	CY	$2	-	$0
	1.3	STORMWATER MITIGATION				
		DETENTION AND TREATMENT	SF	$25	-	$0
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	STORM SEWER				
		CATCH BASIN TYPE 1	EA	$1,200	-	$0
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	-	$0
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	-	$0
2		STRUCTURE				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		SURFACING				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	-	$0
		CRUSHED SURFACING	TON	$25	-	$0

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, 73rd Ave NE SOUTH Restriping - ROADWAY SCHEDULE
Corridor Section: NE 181st St to NE 192nd St
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

NE 181st St to NE 192nd St

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		ROADSIDE DEVELOPMENT				
		FENCING	LF	$20	-	$0
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$1,300	-	$0
		LANDSCAPING	LS	$0	-	$0
5		TRAFFIC				
		HAND RAIL	LF	$100	-	$0
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0	-	$0
		SIGNING	LS	$3,000	1	$3,000
		CURBS	LF	$20	-	$0
		MOUNTABLE CURB	LF	$25	-	$0
		PAINT LINE	LF	$1	15,400	$15,400
		SIDEWALKS	SY	$30	-	$0
		PAINTED BICYCLE LANE SYMBOL	EA	$60	24	$1,440
		PAINTED TRAFFIC ARROW	EA	$35	24	$840
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$2,100	1	$2,100
5.1		OTHER ITEMS				
		SURVEYING (2%)	LS	$500	1	$500
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$0	1	$0
6		MISCELLANEOUS (10%)	LS	$2,400	1	$2,400
7		CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)				$25,680
8		MOBILIZATION (10%)				
		10% OF ITEM 7	EST	$2,600	1	$2,600
9		SUBTOTAL (ITEMS 7 & 8)				$28,280
10		SALES TAX				
		0.0% OF ITEM 9	EST	$0		$0
11		AGREEMENTS (Utilities, WSP, etc.)				
			EST	$0	1	$0
12		SUBTOTAL (ITEMS 9 THRU 11)				$28,280
13		CONSTRUCTION				
		ENGINEERING (12% OF ITEM 12)	EST	$4,000	1	$4,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$1,000	-	$0
14		**CONSTRUCTION TOTAL (ITEMS 12 & 13)**				**$32,280**
III.		PRELIMINARY WORK				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$4,900	1	$4,900
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$1,700	1	$1,700
		CITY STAFF (5.0% OF ITEM 14)	EST	$1,700	1	$1,700
IV.		TOTAL ESTIMATED COST				
		(ITEMS I, 14 & III)				**$50,000**
V.		FUTURE ESTIMATED COST				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2020	2014	**$60,000**

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

Perteet Inc.
425-252-7700 | 1-800-613-8800
3707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description:	CITY OF KENMORE, 80th Ave NE Restriping - ROADWAY SCHEDULE	Client:	Kenmore, City of
Corridor Section:	SR 522 to NE 205th St	Date:	Jul-14
Location:	Kenmore, City of	Date of Cost Index:	2014
		Calculated By/Entered By:	RGP
		Checked By:	DCS

SR 522 to NE 205th St



Bike Lane | Painted Buffer | Travel Lane | Travel Lane | Painted Buffer | Bike Lane

This project would provide dedicated bike lanes on both sides of 80th Ave NE from SR 522 to NE 205th St. The bike lanes would be separated from vehicle traffic by two-foot wide painted buffers with crosshatching.

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		RIGHT OF WAY				
		RIGHT OF WAY (urban developed)	SF	$60	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				$0
II.		CONSTRUCTION				
1		PREPARATION/GRADING/DRAINAGE				
	1.1	PREPARATION				
		CLEAR & GRUB,DEMO	ACRE	$5,000	-	$0
		REMOVING EXISTING PAVEMENT	SY	$10	-	$0
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$0	1	$0
	1.2	EARTHWORK				
		ROADWAY EXCAVATION INCL. HAUL	CY	$20	-	$0
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	-	$0
		EMBANKMENT COMPACTION	CY	$2	-	$0
	1.3	STORMWATER MITIGATION				
		DETENTION AND TREATMENT	SF	$25	-	$0
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	STORM SEWER				
		CATCH BASIN TYPE 1	EA	$1,200	-	$0
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	-	$0
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	-	$0
2		STRUCTURE				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		SURFACING				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	-	$0
		CRUSHED SURFACING	TON	$25	-	$0

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, 80th Ave NE Restriping - ROADWAY SCHEDULE
Corridor Section: SR 522 to NE 205th St
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

SR 522 to NE 205th St

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		ROADSIDE DEVELOPMENT				
		FENCING	LF	$20	-	$0
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$2,700	-	$0
		LANDSCAPING	LS	$0	1	$0
5		TRAFFIC				
		HAND RAIL	LF	$100	-	$0
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0	1	$0
		SIGNING	LS	$5,000	1	$5,000
		CURBS	LF	$20	-	$0
		MOUNTABLE CURB	LF	$25	-	$0
		PAINT LINE	LF	$1	35,000	$35,000
		SIDEWALKS	SY	$30	-	$0
		PAINTED BICYCLE LANE SYMBOL	EA	$60	51	$3,060
		PAINTED TRAFFIC ARROW	EA	$35	51	$1,785
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$4,500	1	$4,500
5.1		OTHER ITEMS				
		SURVEYING (2%)	LS	$1,000	1	$1,000
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$0	1	$0
6		MISCELLANEOUS (10%)	LS	$5,100	1	$5,100
7		CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)				$55,445
8		MOBILIZATION (10%)				
		10% OF ITEM 7	EST	$5,600	1	$5,600
9		SUBTOTAL (ITEMS 7 & 8)				$61,045
10		SALES TAX				
		0.0% OF ITEM 9	EST	$0		$0
11		AGREEMENTS (Utilities, WSP, etc.)				
			EST	$0	1	$0
12		SUBTOTAL (ITEMS 9 THRU 11)				$61,045
13		CONSTRUCTION				
		ENGINEERING (12% OF ITEM 12)	EST	$8,000	1	$8,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$2,000	-	$0
14		CONSTRUCTION TOTAL (ITEMS 12 & 13)				$69,045
III.		PRELIMINARY WORK				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$10,400	1	$10,400
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$3,500	1	$3,500
		CITY STAFF (5.0% OF ITEM 14)	EST	$3,500	1	$3,500
IV.		TOTAL ESTIMATED COST				
		(ITEMS I, 14 & III)				$90,000
V.		FUTURE ESTIMATED COST				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2020	2014	$110,000

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

Perteet Inc.
425-252-7700 | 1-800-615-8800
2707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, 61st Ave NE Sidewalk - ROADWAY SCHEDULE**
Corridor Section: East Side of 61st Ave NE Corridor
Location: Kenmore, City of

Client: Kenmore, City of
Date: Oct-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

This project involves replacing the existing sidewalk on the east side of 61st Ave NE from SR 522 at the south end of the project to the intersection with 62nd Ave NE at the north end of the project, which is at the border with Snohomish County. The typical roadway section will remain the same as the existing roadway section. The major improvements involve bringing the sidewalk and curb ramps up to ADA standards. The new planter strips will match the existing planter strips. There will be no replacement of existing retaining walls and no construction of new retaining walls. Project length is ~7200 LF.

East Side of 61st Ave NE Corridor

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		**RIGHT OF WAY**				
		RIGHT OF WAY (urban developed)	SF	$60	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				**$0**
II.		**CONSTRUCTION**				
1		**PREPARATION/GRADING/DRAINAGE**				
	1.1	**PREPARATION**				
		CLEAR & GRUB,DEMO	ACRE	$5,000	-	$0
		REMOVING EXISTING PAVEMENT AND CONCRETE	SY	$10	6,900	$69,000
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$50,000	1	$50,000
		SAWCUTTING	LF	$3	7,300	$21,900
	1.2	**EARTHWORK**				
		ROADWAY EXCAVATION INCL, HAUL	CY	$20	700	$14,000
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	-	$0
		EMBANKMENT COMPACTION	CY	$2	-	$0
	1.3	**STORMWATER MITIGATION**				
		DETENTION AND TREATMENT	SF	$6	-	$0
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	**STORM SEWER**				
		CATCH BASIN TYPE 1	EA	$1,200	2	$2,400
		CATCH BASIN TYPE 2	EA	$2,200	2	$4,400
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	200	$7,000
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	100	$1,500
2		**STRUCTURE**				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		**SURFACING**				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$135	600	$81,000
		CRUSHED SURFACING	TON	$25	2,600	$65,000
4		**ROADSIDE DEVELOPMENT**				
		FENCING	LF	$20	2,000	$40,000
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	0.2	$240
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$55,000	1	$55,000
		LANDSCAPING	LS	$35,000	1	$35,000
5		**TRAFFIC**				
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0		$0
		SIGNING	LS	$25,000	1	$25,000
		CURB RAMP	EA	$6,000	17	$102,000
		DRIVEWAY ENTRANCE	EA	$1,000	23	$23,000
		CURB & GUTTER	LF	$30	8,000	$240,000

Perteet Inc.
425-252-7700 | 1-800-615-9900
2707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, 61st Ave NE Sidewalk - ROADWAY SCHEDULE**
Corridor Section: East Side of 61st Ave NE Corridor
Location: Kenmore, City of

Client: Kenmore, City of
Date: Oct-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

This project involves replacing the existing sidewalk on the east side of 61st Ave NE from SR 522 at the south end of the project to the intersection with 62nd Ave NE at the north end of the project, which is at the border with Snohomish County. The typical roadway section will remain the same as the existing roadway section. The major improvements involve bringing the sidewalk and curb ramps up to ADA standards. The new planter strips will match the existing planter strips. There will be no replacement of existing retaining walls and no construction of new retaining walls. Project length is ~7200 LF.

East Side of 61st Ave NE Corridor

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
		MOUNTABLE CURB	LF	$25	-	$0
		TRUCK APRON CURB	LF	$30	-	$0
		SIDEWALKS	SY	$30	4,500	$135,000
		ITS FOR HOT-LANES	LS	$0		$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$97,200	1	$97,200
5.1		**OTHER ITEMS**				
		SURVEYING (2%)	LS	$21,400	1	$21,400
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$10,000	1	$10,000
6		**MISCELLANEOUS (10%)**	LS	$110,100	1	$110,100
7		**CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)**				**$1,210,140**
8		**MOBILIZATION (10%)**				
		10% OF ITEM 7	EST	$121,100	1	$121,100
9		**SUBTOTAL (ITEMS 7 & 8)**				**$1,331,240**
10		**SALES TAX**				
		0.0% OF ITEM 9	EST	$0		$0
11		**AGREEMENTS (Utilities, WSP, etc.)**				
			EST	$0	1	$0
12		**SUBTOTAL (ITEMS 9 THRU 11)**				**$1,331,240**
13		**CONSTRUCTION**				
		ENGINEERING (12% OF ITEM 12)	EST	$160,000	1	$160,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$27,000	1	$27,000
14		**CONSTRUCTION TOTAL (ITEMS 12 & 13)**				**$1,518,240**
III.		**PRELIMINARY WORK**				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$227,800	1	$227,800
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$76,000	1	$76,000
		CITY STAFF (5.0% OF ITEM 14)	EST	$76,000	1	$76,000
IV.		**TOTAL ESTIMATED COST**				
		(ITEMS I, 14 & III)				**$1,830,000**
V.		**FUTURE ESTIMATED COST**				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2020	2014	**$2,100,000**

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

Perteet Inc.
425-252-7700 | 1-800-615-9900
2707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description:	CITY OF KENMORE, 84th & Simonds Signalization and Realignment	Client:	Kenmore, City of
Corridor Section:	Intersection of 84th Ave NE & Simonds Rd NE	Date:	Sep-14
Location:	Kenmore, City of	Date of Cost Index:	2014
		Calculated By/Entered By:	RGP
		Checked By:	DCS

Intersection of 84th Ave NE & Simonds Rd NE



Realign north and south approaches of 84th Ave at the intersection with Simonds Rd NE. Construct new sidewalks and ADA-compliant curb ramps.

Signalize the intersection of 84th Ave NE & Simonds Rd NE.

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		RIGHT OF WAY				
		RIGHT OF WAY (urban developed)	SF	$60	2,000	$120,000
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	2	$30,000
		RIGHT OF WAY TOTAL				**$150,000**
II.		CONSTRUCTION				
1		PREPARATION/GRADING/DRAINAGE				
	1.1	PREPARATION				
		CLEAR & GRUB,DEMO	ACRE	$5,000	0.3	$1,500
		REMOVING EXISTING PAVEMENT	SY	$10	4,900	$49,000
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$5,000	1	$5,000
	1.2	EARTHWORK				
		ROADWAY EXCAVATION INCL, HAUL	CY	$20	1,800	$36,000
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	3,600	$72,000
		EMBANKMENT COMPACTION	CY	$2	1,800	$3,600
	1.3	STORMWATER MITIGATION				
		DETENTION AND TREATMENT	SF	$25	7,500	$187,500
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	STORM SEWER				
		CATCH BASIN TYPE 1	EA	$1,200	8	$9,600
		CATCH BASIN TYPE 2	EA	$2,200	2	$4,400
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	2,200	$77,000
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	1,700	$25,500
2		STRUCTURE				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		SURFACING				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	1,600	$176,000
		CRUSHED SURFACING	TON	$25	4,200	$105,000

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, 84th & Simonds Signalization and Realignment
Corridor Section: Intersection of 84th Ave NE & Simonds Rd NE
Location: Kenmore, City of

Client: Kenmore, City of
Date: Sep-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

Intersection of 84th Ave NE & Simonds Rd NE

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		ROADSIDE DEVELOPMENT				
		FENCING	LF	$20	-	$0
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$70,900	1	$70,900
		LANDSCAPING	LS	$0	-	$0
5		TRAFFIC				
		HAND RAIL	LF	$100	200	$20,000
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$300,000	1	$300,000
		ILLUMINATION	LS	$0		$0
		SIGNING	LS	$25,000	1	$25,000
		CURBS	LF	$20	1,600	$32,000
		MOUNTABLE CURB	LF	$25	-	$0
		TRUCK APRON CURB	LF	$30	-	$0
		SIDEWALKS	SY	$30	1,100	$33,000
		CONC. TRUCK APRON	SY	$30	630	$18,900
		ITS FOR HOT-LANES	LS	$0		$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$125,200	1	$125,200
5.1		OTHER ITEMS				
		SURVEYING (2%)	LS	$27,600	1	$27,600
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$0		$0
6		MISCELLANEOUS (10%)	LS	$140,500	1	$140,500
7		CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)				$1,545,200
8		MOBILIZATION (10%)				
		10% OF ITEM 7	EST	$154,600	1	$154,600
9		SUBTOTAL (ITEMS 7 & 8)				$1,699,800
10		SALES TAX				
		0.0% OF ITEM 9	EST	$0		$0
11		AGREEMENTS (Utilities, WSP, etc.)				
			EST	$0	-	$0
12		SUBTOTAL (ITEMS 9 THRU 11)				$1,699,800
13		CONSTRUCTION				
		ENGINEERING (12% OF ITEM 12)	EST	$204,000	1	$204,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$34,000	1	$34,000
14		CONSTRUCTION TOTAL (ITEMS 12 & 13)				$1,937,800
III.		PRELIMINARY WORK				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$290,700	1	$290,700
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$96,900	1	$96,900
		CITY STAFF (5.0% OF ITEM 14)	EST	$96,900	1	$96,900
IV.		TOTAL ESTIMATED COST				
		(ITEMS I, 14 & III)				$2,580,000
V.		FUTURE ESTIMATED COST				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2024	2014	$3,230,000

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

Perteet Inc.
425-252-7700 | 1-800-615-8900
2707 Colby Avenue, Suite 900
Everett, Washington 98201

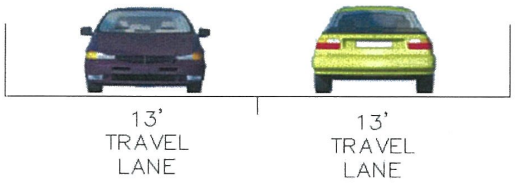
PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, NE 175th St Swamp Creek Bridge**
Corridor Section: NE 175th St Swamp Creek Bridge
Location: Kenmore, City of

Client: Kenmore, City of
Date: Sep-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

NE 175th St Swamp Creek Bridge

This project would replace the old and deficient Swamp Creek bridge located on NE 175th St just south of the intersection of 80th Ave NE and SR 522. This bridge would be 52' long, consist of two 13 foot travel lanes with no pedestrian access as the Burke-Gilman Trail bridge is immediately adjacent and easily accessible. The nearest pedestrian access on NE 175th St is approximately 800 feet to the west of the bridge.



		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		**RIGHT OF WAY**				
		RIGHT OF WAY (urban developed)	SF	$100	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		ALTERNATIVE ACCESS	LS	$75,000	1	$75,000
		RIGHT OF WAY TOTAL				**$75,000**
II.		**CONSTRUCTION**				
1		**PREPARATION/GRADING/DRAINAGE**				
	1.1	**PREPARATION**				
		CLEAR & GRUB,DEMO	ACRE	$5,000	0.1	$500
		REMOVING EXISTING PAVEMENT AND CONCRETE	SY	$20	27	$540
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$0	-	$0
		SAWCUTTING	LF	$3	100	$300
		PLANING BITUMINOUS PAVEMENT	SY	$4	600	$2,400
	1.2	**EARTHWORK**				
		ROADWAY EXCAVATION INCL, HAUL	CY	$30	11	$330
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	100	$2,500
		BORROW INCL. HAUL	TON	$20	30	$600
		EMBANKMENT COMPACTION	CY	$15	10	$150
	1.3	**STORMWATER MITIGATION**				
		DETENTION AND TREATMENT	SF	$25	-	$0
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	**STORM SEWER**				
		CATCH BASIN TYPE 1	EA	$1,200	-	$0
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	-	$0
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	-	$0
2		**STRUCTURE**				
		CONCRETE BRIDGES	SF	$150	1,500	$225,000
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (MSE)	SF	$35	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	1,300	$26,000
		NOISE WALLS	SF	$25	-	$0
3		**SURFACING**				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$270	90	$24,300
		CRUSHED SURFACING	TON	$50	16	$800

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, NE 175th St Swamp Creek Bridge**
Corridor Section: NE 175th St Swamp Creek Bridge
Location: Kenmore, City of

Client: Kenmore, City of
Date: Sep-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

NE 175th St Swamp Creek Bridge

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		**ROADSIDE DEVELOPMENT**				
		FENCING	LF	$20	-	$0
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$17,100	1	$17,100
		LANDSCAPING	LS	$0	-	$0
5		**TRAFFIC**				
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0		$0
		SIGNING	LS	$1,000	1	$1,000
		CURB RAMP	EA	$6,000	-	$0
		DRIVEWAY ENTRANCE	EA	$1,000	-	$0
		CURB & GUTTER	LF	$30	-	$0
		MOUNTABLE CURB	LF	$25	-	$0
		TRUCK APRON CURB	LF	$30	-	$0
		SIDEWALKS	SY	$30	-	$0
		ITS FOR HOT-LANES	LS	$0		$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$30,200	1	$30,200
5.1		**OTHER ITEMS**				
		SURVEYING (6%)	LS	$20,000	1	$20,000
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$0		$0
6		**MISCELLANEOUS (10%)**	LS	$35,200	1	$35,200
7		**CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)**				**$386,920**
8		**MOBILIZATION (10%)**				
		10% OF ITEM 7	EST	$38,700	1	$38,700
9		**SUBTOTAL (ITEMS 7 & 8)**				**$425,620**
10		**SALES TAX**				
		0.0% OF ITEM 9	EST	$0		$0
11		**AGREEMENTS (Utilities, WSP, etc.)**				
			EST	$0	-	$0
12		**SUBTOTAL (ITEMS 9 THRU 11)**				**$425,620**
13		**CONSTRUCTION**				
		ENGINEERING & MATERIAL TESTING (20% OF ITEM 12)	EST	$86,000	1	$86,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$9,000	1	$9,000
14		**CONSTRUCTION TOTAL (ITEMS 12 & 13)**				**$520,620**
III.		**PRELIMINARY WORK**				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$78,100	1	$78,100
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$26,100	1	$26,100
		CITY STAFF (5.0% OF ITEM 14)	EST	$26,100	1	$26,100
IV.		**TOTAL ESTIMATED COST**				
		(ITEMS I, 14 & III)				**$700,000**
V.		**FUTURE ESTIMATED COST**				
			Inflation	**Const. Year**	**Cost Index**	**Future Cost**
		FUTURE COST BASED ON INFLATION RATE	2.26%	2020	2014	**$810,000**

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

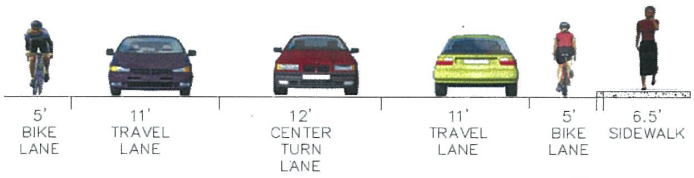
Perteet Inc.
425-252-7700 | 1-800-615-9900
2707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description:	**CITY OF KENMORE, Juanita Dr Phase II - ROADWAY SCHEDULE**	Client:	Kenmore, City of
Corridor Section:	NE 143rd St to NE 153rd Pl/NE Arrrowhead Dr	Date:	Sep-14
Location:	Kenmore, City of	Date of Cost Index:	2014
		Calculated By/Entered By:	RGP
		Checked By:	DCS

NE 143rd St to NE 153rd Pl/NE Arrrowhead Dr

This Juanita Drive improvement project extends from NE 143rd St north to NE 153rd St/NE Arrowhead Drive. New sidewalk, curb, gutter, and drainage would be installed on the east side of Juanita Drive. Much of the existing channelization would be maintained at intersections, but left turn lanes would be lengthened and there would be added bike lanes on both sides. In areas without need of a left turn lane, the roadway/sidewalk cross section would look as below with the exception that it would 12 feet narrower with an overall width of 39 feet due to no turn lane.



		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		**RIGHT OF WAY**				
		RIGHT OF WAY (urban developed)	SF	$60	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				**$0**
II.		**CONSTRUCTION**				
1		**PREPARATION/GRADING/DRAINAGE**				
	1.1	**PREPARATION**				
		CLEAR & GRUB,DEMO	ACRE	$5,000	0.6	$3,000
		REMOVING EXISTING PAVEMENT AND CONCRETE	SY	$10	1,800	$18,000
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$50,000	1	$50,000
		SAWCUTTING	LF	$3	5,200	$15,600
		PLANING BITUMINOUS PAVEMENT	SY	$3	10,400	$31,200
	1.2	**EARTHWORK**				
		ROADWAY EXCAVATION INCL, HAUL	CY	$20	500	$10,000
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	900	$18,000
		EMBANKMENT COMPACTION	CY	$2	500	$1,000
	1.3	**STORMWATER MITIGATION**				
		DETENTION AND TREATMENT	SF	$25	15,400	$385,000
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	**STORM SEWER**				
		CATCH BASIN TYPE 1	EA	$1,200	15	$18,000
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	2,830	$99,050
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	2,100	$31,500
2		**STRUCTURE**				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALL (MSE)	SF	$35	7,700	$269,500
		RETAINING WALLS (Cast in Place)	SF	$65	2,570	$167,050
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		**SURFACING**				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	1,700	$187,000
		CRUSHED SURFACING	TON	$25	1,500	$37,500

Perteet Inc.
425.252.7700 | 1.800.615.9900
2707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, Juanita Dr Phase II - ROADWAY SCHEDULE**
Corridor Section: NE 143rd St to NE 153rd Pl/NE Arrowhead Dr
Location: Kenmore, City of

Client: Kenmore, City of
Date: Sep-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

NE 143rd St to NE 153rd Pl/NE Arrrowhead Dr

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		**ROADSIDE DEVELOPMENT**				
		FENCING	LF	$20	1,300	$26,000
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$97,100	1	$97,100
		LANDSCAPING	LS	$0	1	$0
5		**TRAFFIC**				
		GUARD RAIL	LF	$18	1,300	$23,400
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0		$0
		SIGNING	LS	$25,000	1	$25,000
		CURB RAMP	EA	$6,000	6	$36,000
		DRIVEWAY ENTRANCE	EA	$1,000	15	$15,000
		CURB & GUTTER	LF	$30	2,900	$87,000
		MOUNTABLE CURB	LF	$25	-	$0
		TRUCK APRON CURB	LF	$30	-	$0
		SIDEWALKS	SY	$30	2,100	$63,000
		ITS FOR HOT-LANES	LS	$0		$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$171,400	1	$171,400
5.1		**OTHER ITEMS**				
		SURVEYING (2%)	LS	$37,800	1	$37,800
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$0		$0
6		**MISCELLANEOUS (10%)**	LS	$192,400	1	$192,400
7		**CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)**				**$2,115,500**
8		**MOBILIZATION (10%)**				
		10% OF ITEM 7	EST	$211,600	1	$211,600
9		**SUBTOTAL (ITEMS 7 & 8)**				**$2,327,100**
10		**SALES TAX**				
		0.0% OF ITEM 9	EST	$0		$0
11		**AGREEMENTS (Utilities, WSP, etc.)**				
			EST	$0	1	$0
12		**SUBTOTAL (ITEMS 9 THRU 11)**				**$2,327,100**
13		**CONSTRUCTION**				
		ENGINEERING & MATERIALS TESTING (20% OF ITEM 12)	EST	$466,000	1	$466,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$47,000	1	$47,000
14		**CONSTRUCTION TOTAL (ITEMS 12 & 13)**				**$2,840,100**
III.		**PRELIMINARY WORK**				
		CONCEPTUAL STUDY & PRELIM ENGINEERING (15.0% OF ITEM 14)	EST	$426,100	1	$426,100
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$142,100	1	$142,100
		CITY STAFF (5.0% OF ITEM 14)	EST	$142,100	1	$142,100
IV.		**TOTAL ESTIMATED COST**				
		(ITEMS I, 14 & III)				**$3,410,000**
V.		**FUTURE ESTIMATED COST**				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2020	2014	**$3,900,000**

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

Perteet Inc.
425 252 7700 | 1 800 615 9900
2707 Colby Avenue, Suite 900
Everett, Washington 98201

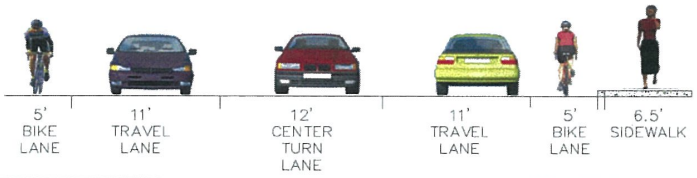
PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, Juanita Dr Phase III - ROADWAY SCHEDULE**
Corridor Section: NE 153rd St/NE Arrowhead Drive to NE 155th Place
Location: Kenmore, City of

Client: Kenmore, City of
Date: Oct-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

NE 153rd St/NE Arrowhead Drive to NE 155th Place

This Juanita Drive improvement project extends from NE 153rd St/NE Arrowhead Drive north to NE 155th Place. New sidewalk, curb, gutter, and drainage would be installed on the east side of Juanita Drive. Much of the existing channelization would be maintained at intersections, but left turn lanes would be lengthened and there would be added bike lanes on both sides. In areas without need of a left turn lane, the roadway/sidewalk cross section would look as below with the exception that it would 12 feet narrower with an overall width of 39 feet due to no turn lane.



		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		**RIGHT OF WAY**				
		RIGHT OF WAY (urban developed)	SF	$60	3,900	$234,000
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	2	$30,000
		RIGHT OF WAY TOTAL				**$264,000**
II.		**CONSTRUCTION**				
1		**PREPARATION/GRADING/DRAINAGE**				
	1.1	**PREPARATION**				
		CLEAR & GRUB,DEMO	ACRE	$5,000	0.5	$2,500
		REMOVING EXISTING PAVEMENT AND CONCRETE	SY	$10	1,000	$10,000
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$25,000	1	$25,000
		SAWCUTTING	LF	$3	1,500	$4,500
		PLANING BITUMINOUS PAVEMENT	SY	$3	5,400	$16,200
	1.2	**EARTHWORK**				
		ROADWAY EXCAVATION INCL, HAUL	CY	$20	300	$6,000
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	500	$10,000
		EMBANKMENT COMPACTION	CY	$2	300	$600
	1.3	**STORMWATER MITIGATION**				
		DETENTION AND TREATMENT	SF	$25	6,100	$152,500
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	**STORM SEWER**				
		CATCH BASIN TYPE 1	EA	$1,200	9	$10,800
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	1,570	$54,950
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	1,200	$18,000
2		**STRUCTURE**				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (MSE)	SF	$35	6,150	$215,250
		RETAINING WALLS (Cast in Place)	SF	$65	2,110	$137,150
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		**SURFACING**				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$135	800	$108,000
		CRUSHED SURFACING	TON	$30	600	$18,000

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, Juanita Dr Phase III - ROADWAY SCHEDULE**
Corridor Section: NE 153rd St/NE Arrowhead Drive to NE 155th Place
Location: Kenmore, City of

Client: Kenmore, City of
Date: Oct-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

NE 153rd St/NE Arrowhead Drive to NE 155th Place

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		**ROADSIDE DEVELOPMENT**				
		FENCING	LF	$20	-	$0
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$56,200	1	$56,200
		LANDSCAPING	LS	$0	1	$0
5		**TRAFFIC**				
		GUARD RAIL	LF	$18	1,500	$27,000
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0		$0
		SIGNING	LS	$15,000	1	$15,000
		CURB RAMP	EA	$6,000	3	$18,000
		DRIVEWAY ENTRANCE	EA	$1,000	2	$2,000
		CURB & GUTTER	LF	$30	1,600	$48,000
		MOUNTABLE CURB	LF	$25	-	$0
		TRUCK APRON CURB	LF	$30	-	$0
		SIDEWALKS	SY	$30	1,200	$36,000
		ITS FOR HOT-LANES	LS	$0		$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$99,200	1	$99,200
5.1		**OTHER ITEMS**				
		SURVEYING (2%)	LS	$21,900	1	$21,900
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$0		$0
6		**MISCELLANEOUS (10%)**	LS	$111,300	1	$111,300
7		**CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)**				**$1,224,050**
8		**MOBILIZATION (10%)**				
		10% OF ITEM 7	EST	$122,500	1	$122,500
9		**SUBTOTAL (ITEMS 7 & 8)**				**$1,346,550**
10		**SALES TAX**				
		0.0% OF ITEM 9	EST	$0		$0
11		**AGREEMENTS (Utilities, WSP, etc.)**				
			EST	$0	1	$0
12		**SUBTOTAL (ITEMS 9 THRU 11)**				**$1,346,550**
13		**CONSTRUCTION**				
		ENGINEERING & MATERIALS TESTING (20% OF ITEM 12)	EST	$270,000	1	$270,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$27,000	1	$27,000
14		**CONSTRUCTION TOTAL (ITEMS 12 & 13)**				**$1,643,550**
III.		**PRELIMINARY WORK**				
		CONCEPTUAL STUDY & PRELIM ENGINEERING (15.0% OF ITEM 14)	EST	$246,600	1	$246,600
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$82,200	1	$82,200
		CITY STAFF (5.0% OF ITEM 14)	EST	$82,200	1	$82,200
IV.		**TOTAL ESTIMATED COST**				
		(ITEMS I, 14 & III)				**$2,240,000**
V.		**FUTURE ESTIMATED COST**				
			Inflation	**Const. Year**	**Cost Index**	**Future Cost**
		FUTURE COST BASED ON INFLATION RATE	2.26%	2020	2014	**$2,570,000**

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

Perteet Inc.
425-252-7700 | 1-800-515-9900
2707 Colby Avenue, Suite 900
Everett, Washington 98201

City of Kenmore Capital Improvement Program

Project Name: SR 522 – West A (61st to 65th Avenues NE Including 61st Avenue NE approaches)

CURRENT DOLLARS

Year	Prior Years	2013	2014	2015	2016	2017	2018	Total
Expenses								
Project Administration	$ 10,000	$ 85,000	$ 65,000					$ 160,000
Design	$ 50,000	$ 363,500						$ 413,500
ROW/ Acquisition	$ 40,000	$2,850,000						$ 2,890,000
Construction		$1,100,000	$4,800,000	$2,000,000				$ 7,900,000
Art								
Total	$ 100,000	$4,398,500	$4,865,000	$2,000,000				$11,363,500
Revenue								
REET	$ 100,000	$ 335,000	$ 65,000	$ 250,000				$ 750,000
General								$ -
Impact		$ 400,000	$ 380,000	$ 400,000				$ 1,180,000
State		$1,100,000						$ 1,100,000
TIB			$4,100,000	$1,100,000				$ 5,200,000
SWM		$ 63,500	$ 320,000	$ 250,000				$ 633,500
Federal		$2,500,000						$ 2,500,000
Total	$ 100,000	$4,398,500	$4,865,000	$2,000,000	$ -	$ -	$ -	$11,363,500

SCHEDULE

	2013				2014				2015				2016				2017				2018		
Project Timeline	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Right of Way																							
Final Design																							
Construction																							
Closeout																							

City of Kenmore Capital Improvement Program

Project Name: SR 522 West B (57th to 61st including Burke Gilman Trail Wall)
Project No. T-8

CURRENT DOLLARS

Year	Prior Years	2013	2014	2015	2016	2017	2018	Total
Expenses								
Project Administration				$ 15,000	$ 75,000	$ 15,000		$ 105,000
Design				$ 395,000				$ 395,000
ROW/ Acquisition								
Construction					$ 8,510,000			$ 8,510,000
Total				**$ 410,000**	**$ 8,585,000**	**$ 15,000**		**$ 9,010,000**
Revenue								
REET					$ 300,000			$ 300,000
SWM					$ -			$ -
Impact Fees					$ 250,000			$ 250,000
TIB					$ 2,000,000			$ 2,000,000
Tolling								
Federal				$ 354,650				$ 354,650
PWTF Loan				$ 55,350	$ 6,035,000	$ 15,000		$ 6,105,350
Total				**$ 410,000**	**$ 8,585,000**	**$ 15,000**		**$ 9,010,000**

SCHEDULE

	2013				2014				2015				2016				2017				2018		
Project Timeline	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Right of Way																							
Final Design																							
Construction																							
Closeout																							

Monday, September 10, 2012

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: West Sammamish River Bridge Capital Improvement Program Update	**For Council Meeting Agenda of:** February 24, 2014 **Department:** Engineering and Environmental Services **Prepared by:** Kris Overleese, PE **To Be Presented By:** Kris Overleese, PE
Proposed Council Action/Motion: Adopt Ordinance No. 14-0376 amending the 2013-2018 Capital Improvement Program to modify the West Sammamish River Bridge Project T37	**Initial & Date** **Approved by Department Head:** KMO 2/20/14 **Approved by City Attorney:** DR-out 2/21/14 **Approved by Finance Director:** **Approved by City Manager:** **Exhibits/Attachments:** Exhibit A: West Samm Bridge Fact Sheet Exhibit B: Alternatives Cost Matrix Exhibit C: Alternative Cross Sections Exhibit D: Ordinance No. 14-0376 Exhibit E: Alternative Expenditure Detail Exhibit F: Transportation Impact Fee Fund Projection Exhibit G: REET Fund Projection

Expenditure Required $20,000,000 Amount Budgeted $461,000 Appropriation Required $19,539,000

INFORMATION/BACKGROUND:
On January 27, 2014 City Council approved a weight restriction for the West Sammamish River Bridge (Bridge). This restriction will go into effect when the street signs are fabricated and installed which is anticipated for early March 2014. Please see the current Bridge Fact Sheet in Exhibit A.

Our bridge consultant, Jacobs, continues to evaluate the Bridge and has determined that the Bridge cannot be rehabilitated and must be replaced. The existing bridge is founded on timber piles that appear to have been driven very shallow (1 to 3 feet) into the very dense layer, which leaves the majority of the piles embedded in very soft deposits (peat and alluvial) that provide limited lateral (side to side) resistance during an earthquake. Although possible, we do not believe that retrofitting the existing bridge foundations is cost-effective and practical due to geometric constraints associated with the existing bridge conditions and surrounding environment.

The attached Exhibit B outlines four developed replacement alternatives and the alternative "cross sections" are shown in Exhibit C.

Common Attributes: all four alternatives
All alternatives would provide two lanes southbound and improved pedestrian and bicycle facilities. Jacobs maintains that all four alternatives would allow two lanes of travel southbound during the bulk of construction.

Pedestrian facilities on the current Bridge would be closed during construction and bicycles would have to use the car lanes. For all alternatives, a new structure would be built on the "outside" of the existing Bridge. The traffic would then be placed on the new structure and then the old bridge demolished with new structure constructed in the "middle". Also, all alternatives would require fewer piers/pilings in the river which is a good thing environmentally. The actual structure type will be determined once design begins.

All alternative would take approximately two years to construct as two "fish windows" in the water would be needed. The City will have to rent staging area for all alternatives and acquire right of way for all alternatives. None of the alternatives are funded at this time and significant grant assistance will be required.

Differentiating Attributes: how the alternatives are different
The Alternative 1 Bridge deck is the widest at 55 feet and the alternatives narrow to Alternative 4 which is 45 feet. Both the vehicle and pedestrian/bicycle facilities would fit on all bridge decks.

Alternative 1: At 55 feet wide, this bridge deck is the widest and provides for two lanes of traffic, dual bicycle tracks, a three foot buffer between vehicles and bicycles, and 12 foot wide pedestrian walkway. This option would allow for a future lane of traffic if needed by taking away the buffer and bicycle tracks and slightly widening the sidewalk for pedestrians and bicycles. The cost of this alternative is estimated to be $21.8 Million for design, environmental, right of way and construction.

Alternative 2: At 52 feet wide, this option provides a "trail like" pedestrian and bicycle facility and wider buffers on the inside and outside of the vehicles lanes for traffic. This option would allow for a future lane of traffic if needed by removing buffer from the traffic lanes and reducing pedestrian and bike facilities. The cost of this alternative is estimated at $20.0 Million.

Alternative 3: This alternative is 48 feet wide and provides two lanes of southbound vehicle traffic and a "trail like" pedestrian and bike facility. There is no future flexibility to add another lane of traffic. The cost of this alternative is estimated to be $19.0 Million.

Alternative 4: Alternative 4 is 45 feet wide and provides for improved facilities for bicycles and pedestrians from what exists today. There is no future flexibility to add another lane for vehicles. The cost for this alternative is estimated at $17.8 Million.

Staff Recommendation:
Staff recommends the pursuit of funding for Alternative 2: 52 feet wide, trail like bicycle and pedestrian facility and flexibility in the future for an additional lane of traffic. This recommendation is based on likelihood of grant approval, value for the cost, and ability to accommodate future growth while maintaining adequate bicycle, pedestrian and vehicle facilities. The type of bridge will be determined at a later date once design begins. Staff recommends that an artist and architect be utilized during the design process to add interest to the Bridge for vehicles, pedestrians, bicyclists and boaters. Updated lighting will also be investigated.

The decision to move forward with construction of a new bridge is moving swiftly as it has been recently determined by our structural engineers that a replacement is needed. There are several grant programs in the very near future and we don't want to miss the opportunity to request funding, especially the Puget Sound Regional Council funding.

Staff recommends that Council approve Ordinance 14-0376 to amend the City's Capital Improvement Program and Project T37 West Samm Bridge with a budget based on Alternative 2.

The City will continue to monitor the Bridge and perform needed maintenance until a new structure can be built.

FISCAL CONSIDERATION:

The estimated planning level cost for Alternative 2 is $20 Million and this includes: design, State Environmental Policy Act (SEPA), National Environmental Policy Act (NEPA), permitting, right of way acquisition, construction, construction management/inspection, Washington State Department of Transportation (WSDOT) support, and City staff. The City will need to hire a temporary engineer to manage this project when design funds are secured.

The West Samm Bridge Project currently has a budget of $461,000 which was identified in 2013 for evaluation and monitoring. No emergency scour repair work is necessary at this time. Modifying and increasing the project and budget to $20M will include assumptions for significant funding by grants which staff will begin pursuing now. It is assumed that federal funds will be utilized on the project which requires a significant amount of resources for paperwork and documentation and the need for NEPA completion and right of way acquisition per Federal guidelines.

The grants that staff recommend pursuing include: Federal bridge funds administered through the state Bridge Rehabilitation Advisory Committee (BRAC), Transportation Improvement Board (TIB), federal funds through the Puget Sound Regional Council, the State of Washington legislature, and potentially the Freight Mobility Strategic Investment Board. All of these funding cycles exist in 2014. Staff believes that an appropriate City contribution at the planning level to begin applying for grants is 10%. The typical federal matching funds required is 13.5% and BRAC match is typically 20% unless we can demonstrate project completion by 2018 which will be challenging.

State funds and Federal funds can match each other. See the attached budget spreadsheet in Exhibit E that demonstrates a City match under $2.0 Million, which may not be adequate, but is a reasonable planning level assumption. Projections of Transportation Impact Fees and Real Estate Excise Taxes indicate that funds should be available for the match with the elimination of project T5: 68th Ave NE, SR 522 to Samm Slough (the queue jump). See Exhibits F and G.

Staff will begin applying for grants this spring and as the next City budget is put together, the numbers will be adjusted as appropriate. No budget amendment is needed at this time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

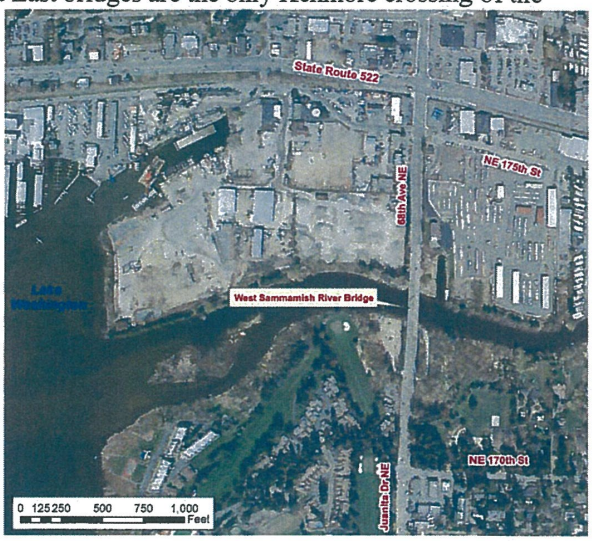
12. To continue to seek transportation funding and mitigation for State impacts on the city's transportation system, air-water quality, and noise to include but not limited to SR 522, Sammamish River Bridge, local roads and Lake Washington sediment depths.

Exhibit A

FACT SHEET

West Sammamish River Bridge (southbound traffic)

Kenmore's 68th Avenue crossing of the Sammamish River is two bridges—the bridge carrying southbound traffic is known as the West Sammamish River Bridge. This bridge was constructed in 1938, crosses the Sammamish River on 68th Avenue NE (.2 miles south of SR 522), carries southbound traffic only and is located within the City of Kenmore. Over 13,000 vehicles a day (week day traffic) use this Bridge. The adjacent northbound, East Sammamish River Bridge was built in the 1970s and carries over 12,000 vehicles per day. The West and East bridges are the only Kenmore crossing of the Sammamish River and it connects the north and south parts of the City. Over 25,000 vehicles per day cross the Sammamish River on these bridges and Kenmore's population is 21,000 residents. The Sammamish crossing is part of the popular Lake Washington bicycle loop. Traffic volumes have increased at the crossing as a direct result of the tolling of SR 520 across Lake Washington.



What is the current condition of the West (southbound) Sammamish River Bridge?
The live loads (vehicles) and dead loads (asphalt, concrete barriers) on the Bridge are greater than the bridge was designed for and the bridge is showing signs of deterioration such as cracking, leaching, and spalling. Traffic volumes on the bridge continue to increase. The bridge is structurally deficient and Kenmore City Council imposed a weight restriction on the bridge in January of 2014. The bridge does not currently have adequate pedestrian and bicycle facilities.

Does the East (northbound) Sammamish River Bridge on 68th Ave NE have problems?
No, the East Sammamish River Bridge carries northbound traffic (over 12,000 vehicles a day during the week) across the river, was built in the 1970s, and is currently in good condition. The City will continue regular inspections and maintenance of this bridge as it does all City Bridges.

What has the City done to evaluate the West Sammamish River Bridge?
In 2013, the City conducted an engineering study of scour, load limits and geotechnical condition of the West Sammamish River Bridge. The bridge is at the end of its functional life. The City's

engineering team has been evaluating replacement vs. rehabilitation and has determined that the bridge must be replaced in the near future and currently has a Sufficiency Rating of 2.5 (out of 100).

What is the cost to replace the West Sammamish River Bridge?

The cost to replace the bride is estimated to be $20 Million. The bridge is critical to local and regional traffic circulation and it connects the Kenmore community. The City does not currently have the resources to replace this bridge and significant funding assistance will be necessary.

City of Kenmore
Department of Engineering
18120 68th Ave NE
Kenmore, WA 98028
Phone: 425-398-8900

01/14

EXHIBIT B

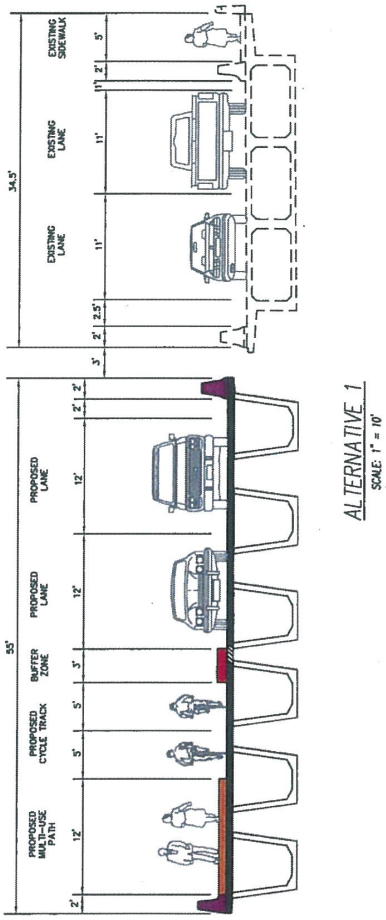
City of Kenmore, WA.
West Sammamish River Bridge Replacement

Replacement Alternatives Evaluation Matrix

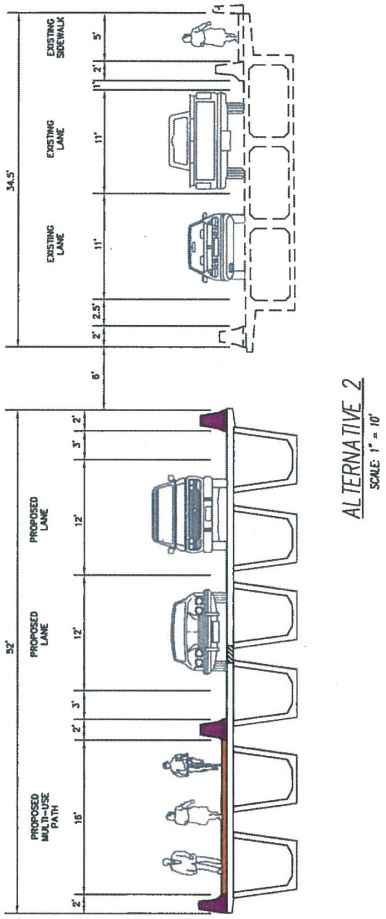
Category	Alternative 1	Alternative 2	Alternative 3	Alternative 4
Bridge Length (ft)	600	600	600	600
Bridge Width (ft, out to out)	55	52	48	45
Sidewalk Width (ft)	12	16	16	8
Bike Lane Width (ft)	10	-	-	5
Combined Ped & Bike Facilities?	No	Yes	Yes	No
Supplements northbound Ped/Bike Surfaces (Safety)	Yes	Yes	Yes	No
Provides for a future 3rd traffic lane?	Yes	Yes	No	No
Maintains 2 traffic lanes during construction?	Yes	Yes	Yes	Yes
Impacts WDFW property?	Yes	Yes	Yes	Yes
Estimated Construction Duration	20 - 24 months	20 - 24 months	18 -22 months	18 - 22 months
Cost of Bridge without Ped & Bike Facilities	$ 4,780,000	$ 5,340,000	$ 4,860,000	$ 4,970,000
Cost of Ped & Bike Facilities on Bridge	$ 3,190,000	$ 2,370,000	$ 2,430,000	$ 2,020,000
Total Bridge Construction Cost	**$ 7,970,000**	**$ 7,710,000**	**$ 7,290,000**	**$ 6,990,000**
Cost of North Approach (Roadway Only)	$ 400,000	$ 400,000	$ 340,000	$ 360,000
Cost of North Approach (Ped/Bike Only)	$ 280,000	$ 170,000	$ 170,000	$ 160,000
Cost of South Approach (Roadway Only)	$ 890,000	$ 740,000	$ 710,000	$ 580,000
Cost of South Approach (Ped/Bike Only)	$ 660,000	$ 310,000	$ 310,000	$ 160,000
Total Approach Construction Cost	**$ 2,230,000**	**$ 1,620,000**	**$ 1,530,000**	**$ 1,260,000**
Subtotal - Construction Cost	**$ 10,200,000**	**$ 9,330,000**	**$ 8,820,000**	**$ 8,250,000**
Planning Level Contingency (30% of const cost)	$ 3,100,000	$ 2,800,000	$ 2,600,000	$ 2,500,000
Cost Escalation (2yrs - 6% total)	$ 800,000	$ 730,000	$ 690,000	$ 650,000
Total Construction Cost	**$ 14,100,000**	**$ 12,860,000**	**$ 12,110,000**	**$ 11,400,000**
R/W Area North Approach (SF) - 4 parcels	19,350	18,100	18,100	14,010
R/W Area South Approach (SF) - WDFW parcel	4,800	4,800	4,800	4,800
Total R/W Area (SF)	24,150	22,900	22,900	18,810
Right-of-Way Acquisition Cost (Est. $45/SF)	$ 1,090,000	$ 1,030,000	$ 1,030,000	$ 850,000
Staging Area (Rental) Cost (20,000 sf for 2 yrs.)	$ 180,000	$ 180,000	$ 180,000	$ 180,000
Design Engineering (20% Total Construction Cost)	$ 2,820,000	$ 2,570,000	$ 2,420,000	$ 2,280,000
Construction Admin & Management (18% of Const. Cost)	$ 2,540,000	$ 2,310,000	$ 2,180,000	$ 2,050,000
Agency Administration Cost	$ 650,000	$ 650,000	$ 650,000	$ 650,000
WSDOT Administration Cost	$ 400,000	$ 400,000	$ 400,000	$ 400,000
TOTAL PROJECT COST	**$ 21,800,000**	**$ 20,000,000**	**$ 19,000,000**	**$ 17,800,000**
FUNDING STRATEGY (in $1,000,000)				
BRAC (FHWA)				
PSRC (Federal)				
TIB (State)				
City				
Other				

Notes:
1. Cost of Ped & Bike Facilities on the Bridge were estimated proportional to the bridge deck area.
2. Allowance of 15% was added to the bridge cost for 2-stage construction.
3. No separate contingency for the bridge or roadway construction was added.
4. Bridge costs include approx. 5% (of usual bridge cost) for architectural treatments.

EXHIBIT C

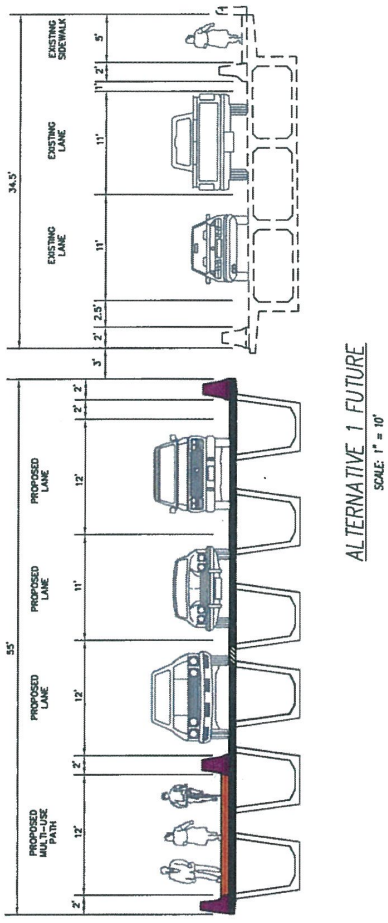


ALTERNATIVE 1
SCALE: 1" = 10'

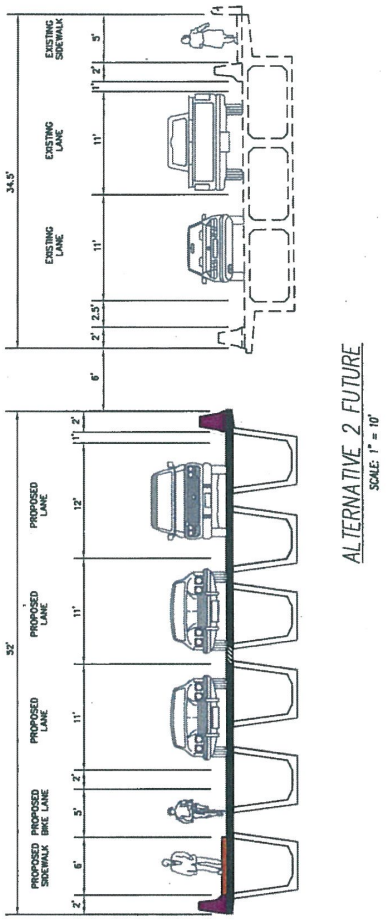


ALTERNATIVE 2
SCALE: 1" = 10'

EXHIBIT C

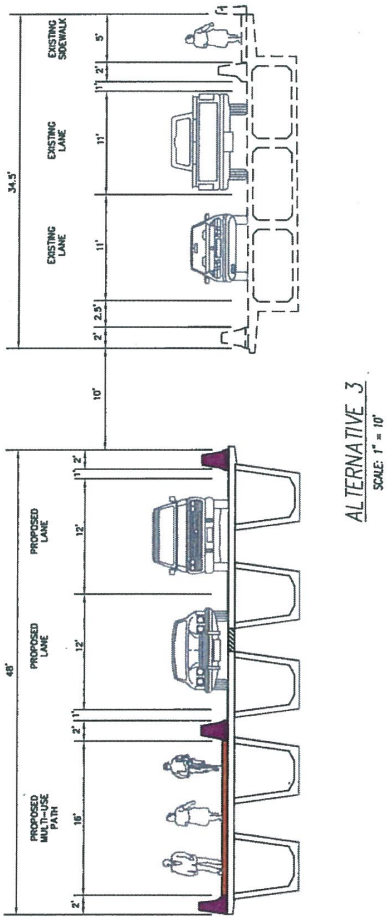


ALTERNATIVE 1 FUTURE
SCALE: 1" = 10'

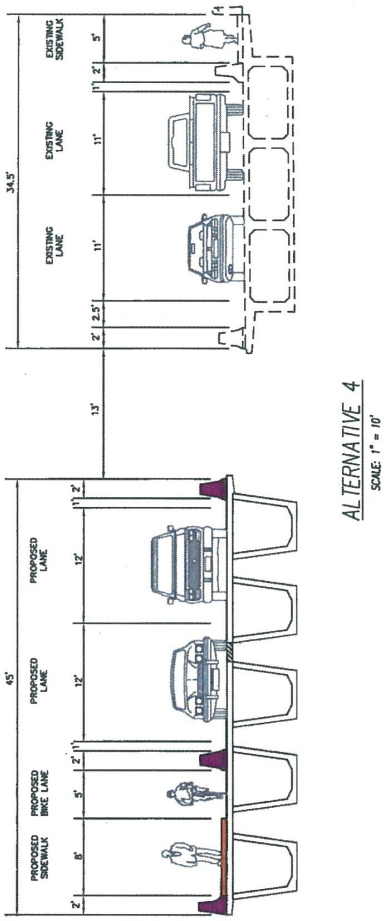


ALTERNATIVE 2 FUTURE
SCALE: 1" = 10'

EXHIBIT C



ALTERNATIVE 3
SCALE: 1" = 10'



ALTERNATIVE 4
SCALE: 1" = 10'

Exhibit D

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 14-0376

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING ORDINANCE NO. 12-0350 TO REVISE THE 2013-2018 SIX YEAR CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 26, 2012, the City Council adopted Ordinance No. 12-0350, which adopted the 2013-2018 Six-Year Capital Improvement Program ("CIP"); and

WHEREAS, on December 2, 2013, the City Council amended the 2013-2018 CIP when it adopted Ordinance No. 13-0367 to reflect revised amounts of revenue and appropriations at the time of finalization of the budget and CIP; and

WHEREAS, the City Council desires to further amend the 2013-2018 CIP to reflect a change in Transportation Project T-37 relating to the West Sammamish River Bridge Project;

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

Section 1. Amendment. The 2013–2018 Capital Improvement Program, as adopted by Ordinance No. 12-0350, and as amended by Ordinance No. 13-0367, is hereby further amended to reflect the adjustments set forth on Exhibit "A," entitled "City of Kenmore, Washington Capital Improvement Program for the Years 2013-2018," attached hereto and incorporated by reference.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 24TH DAY OF FEBRUARY 2014.

CITY OF KENMORE

_____
Mayor David Baker

ATTEST/AUTHENTICATED:

Exhibit D

Six-Year Capital Improvement Program

_____
Patty Safrin, City Clerk

Approved as to form:

_____
Rod P. Kaseguma, City Attorney

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

EXHIBIT A

CITY OF KENMORE, WASHINGTON
CAPITAL IMPROVEMENT PROGRAM
FOR THE YEARS 2013-2018

EXPENDITURES	2013 Proposed	2014 Proposed	2015 Proposed	2016 Proposed	2017 Proposed	2018 Proposed	2013-2018 Totals
PARKS							
P 1 Twin Springs(Portal 44)	$0	$0	$45,000	$360,000	$0	$0	$405,000
P 2 Tolt Pipeline Trail Phase One	120,000	0	0	0	0	0	120,000
P 6 Moorlands Park Improvements	60,000	0	450,000	450,000	0	0	960,000
P 9 Northshore Summit Park	659,000	0	0	0	0	0	659,000
P 10 Park Land Acquisition	0	0	0	0	0	0	0
P 11 Log Boom Park Pedestrian Bridge Replacement	0	95,000	150,000	0	0	0	245,000
P 13 Skate Park Relocation & Improvements	0	20,000	250,000	0	0	0	270,000
P 17 Tolt Pipeline Trail Phase Two	0	0	30,000	190,000	0	0	220,000
P 18 Rhododendron Park Boat Shed & Boardwalk Trail	90,000	392,000	0	0	0	0	482,000
P18a Rhododendron Park Float	73,500	0	0	0	0	0	73,500
P 19 Log Boom Park Waterfront	0	0	30,000	75,000	75,000	1,000,000	1,180,000
P 19a Log Boom Park Float	72,500	0	0	0	0	0	72,500
P 21 Kenmore Village Public Square	50,000	100,000	800,000	0	0	0	950,000
P 22 City Hall Plaza Improvements	0	0	75,000	0	0	0	75,000
P 23 Squires Landing Trail	0	0	0	0	40,000	200,000	240,000
P 24 Sammamish River Boat Launch Restroom	65,000	0	0	0	0	0	65,000
Total Parks	**$1,190,000**	**$607,000**	**$1,830,000**	**$1,075,000**	**$115,000**	**$1,200,000**	**$6,017,000**
TRANSPORTATION							
T 5 68th Ave NE SR522 to Sammamish Slough	$0	$0	$0	$110,000	$320,000	$2,440,000	$2,870,000
T 6 SR 522 West A 61st to 65th	4,428,500	4,865,000	2,000,000	0	0	0	11,293,500
T 7 61st Ave NE & 181st Traffic Signal	1,132,387	0	0	0	0	0	1,132,387
T 8 SR 522 West B 57th to 61st with BGT Wall	0	0	0	410,000	8,285,000	315,000	9,010,000
T 22 Simonds Road-Inglemoor HS Right Turn Lane	25,000	0	70,000	445,000	0	0	540,000
T 26 Wayfinding Signage and Banners	20,000	20,000	20,000	20,000	20,000	20,000	120,000
T 27 Sidewalk Program	174,950	100,000	100,000	100,000	100,000	100,000	674,950
T 31 City Safety Improvements	250,000	0	0	0	0	0	250,000
T 35 Juanita Drive/68th Ave NE Overlay	636,725	0	0	0	0	0	636,725
T 36 City Gateways	75,000	225,000	0	0	0	0	300,000
T 37 West Samm Bridge**	461,000	0	1,270,000	2,280,000	1,140,000	7,630,000	12,781,000
Total Transportation	**$7,203,562**	**$5,210,000**	**$3,460,000**	**$3,365,000**	**$9,865,000**	**$10,505,000**	**$39,608,562**
** This project extends to 2020 with additional budget of $7,680,000							
SURFACE WATER							
SW 1 Tributary 0057 Channel Relocation	$0	$889,750	$0	$0	$0	$0	$889,750
SW 2 80th Ave NE Ditch Improvements	0	0	40,000	75,000	0	0	$115,000
SW 3 Juanita Dr NE Ditch Grading Ph 1	75,000	0	0	0	0	0	$75,000
SW 7 NE 187th Street Bypass	467,011	40,000	71,000	0	0	0	$578,011
SW 8 61st Ave NE Sidewalk Embankment Repair	55,000	0	0	0	0	0	$55,000
SW 9 Swamp Creek Regional Basin Study	0	0	0	0	0	0	$0
SW 12 74th Avenue NE Culvert Replacement	0	0	0	0	0	0	$0
SW 13 NE 155th Street Outfall Revision	0	0	50,000	0	0	0	$50,000
SW 16 Arrowhead Drive Conveyance Improvements	0	0	0	106,000	116,100	0	$222,100
SW 17 Little Swamp Creek Relocation Project	0	0	0	0	56,500	50,000	$106,500
SW 19 NE 192nd ST Culvert Replacement	0	20,000	106,000	0	0	0	$126,000
SW 20 Small Works Projects	50,000	50,000	50,000	50,000	50,000	50,000	$300,000
Total Surface Water	**$647,011**	**$999,750**	**$317,000**	**$231,000**	**$222,600**	**$100,000**	**$2,517,361**
TOTAL EXPENDITURES	**$9,040,573**	**$6,816,750**	**$5,607,000**	**$4,671,000**	**$10,202,600**	**$11,805,000**	**$48,142,923**

EXHIBIT A

CITY OF KENMORE, WASHINGTON
CAPITAL IMPROVEMENT PROGRAM
FOR THE YEARS 2013-2018

REVENUES	2013 Proposed	2014 Proposed	2015 Proposed	2016 Proposed	2017 Proposed	2018 Proposed	2013-2018 Totals
Real Estate Excise Tax (Transportation)	$987,387	$290,000	$250,000	$0	$0	$423,750	$1,951,137
Real Estate Excise Tax - Set Aside Sidewalks	174,950	100,000	100,000	100,000	100,000	100,000	674,950
Real Estate Excise Tax - Surface Water	55,000	0	0	0	0	0	55,000
Transportation Impact Fee Revenue**	442,500	380,000	435,000	277,500	365,000	400,000	2,300,000
Park Impact Fee Revenue	659,000	310,000	45,000	972,345	0	0	1,986,345
Real Estate Excise Tax (Parks)	215,000	197,000	255,000	75,000	115,000	200,000	1,057,000
Kenmore Village Sale	50,000	100,000	800,000	0	0	0	950,000
King County Levy	120,000	0	30,000	27,655	0	0	177,655
Parks Grants	0	0	700,000	0	0	1,000,000	1,700,000
Surface Water Utility Funds	830,511	1,144,750	547,000	231,000	222,600	100,000	3,075,861
King County Flood District Grant	0	150,000	0	0	0	0	150,000
State/Transportation Improvement Board	0	4,100,000	1,100,000	0	2,000,000	0	7,200,000
Federal Grants/Allocations	3,600,000	0	0	0	0	0	3,600,000
Street Fund	661,725	0	0	0	0	0	661,725
Street Fund - West Samm Bridge	86,000	0	0	0	0	0	86,000
Sammamish River Bridge Fund	80,000	0	0	0	0	0	80,000
Other Agencies Reimbursements	12,500	25,000	55,000	222,500	0	0	315,000
Other Grant Funding	900,000	0	0	409,650	205,000	1,916,250	3,430,900
State Transportation Package	0	0	0	55,350	6,035,000	15,000	6,105,350
General Fund	20,000	20,000	20,000	20,000	20,000	20,000	120,000
Strategic Opportunity Fund	146,000	0	0	0	0	0	146,000
Unfunded West Samm Bridge Replacement Resources**	0	0	1,270,000	2,280,000	1,140,000	7,630,000	12,320,000
TOTAL REVENUES	**$9,040,573**	**$6,816,750**	**$4,337,000**	**$4,671,000**	**$10,202,600**	**$11,805,000**	**$48,142,923**

** This project extends to 2020 with additional funding requirements of $7,680,000

West Sammamish River Bridge: Alternative 2

Exhibit E

EXPENDITURES

		2015	2016	2017	2018	2019	2020	TOTAL
City Administration	$650,000	$120,000	$120,000	$120,000	$120,000	$120,000	$50,000	$650,000
Design	$2,570,000	$800,000	$1,500,000	$270,000				$2,570,000
Right of way	$1,210,000	$200,000	$510,000	$500,000				$1,210,000
Construction								$0
bridge	$5,340,000				$2,670,000	$2,670,000		$5,340,000
bridge ped/bike facilities	$2,370,000				$1,185,000	$1,185,000		$2,370,000
approaches	$1,140,000				$570,000	$570,000		$1,140,000
approach ped/bike facilities	$480,000				$240,000	$240,000		$480,000
escalation	$730,000				$365,000	$365,000		$730,000
inspection/engineering	$2,310,000				$1,155,000	$1,155,000		$2,310,000
WSDOT Admin	$400,000	$50,000	$50,000	$50,000	$125,000	$125,000		$400,000
Contingency	$2,800,000	$100,000	$100,000	$200,000	$1,200,000	$1,200,000		$2,800,000
	$20,000,000	$1,270,000	$2,280,000	$1,140,000	$7,630,000	$7,630,000	$50,000	$20,000,000

ESTIMATED REVENUE-CURRENTLY UNFUNDED

	2015	2016	2017	2018	2019	2020	TOTAL
BRAC				6,000,000	6,000,000		12,000,000
PSRC	856,000	1,416,000	512,000				2,784,000
TIB	140,000	357,000	350,000	1,300,000	1,300,000		3,447,000
City Transportation Impact Fees	100,000	200,000	200,000	330,000	330,000	50,000	1,210,000
City REET	174,000	307,000	78,000	0	0	0	559,000
	1,270,000	2,280,000	1,140,000	7,630,000	7,630,000	50,000	20,000,000

SCHEDULE

	2015	2016	2017	2018	2019	2020
Design/Environmental	Q1Q2Q3Q4	Q1Q2Q3Q4	Q1Q2			
ROW		Q2Q3Q4	Q1Q2Q3			
Construction			Q4	Q1Q2Q3Q4	Q1Q2Q3Q4	
closeout						Q1Q2Q3Q4

I:\City Clerk\AGENDA ITEMS\Engineering & Environmental Services\2014 Council Meetings\02.24.2014\West Samm Bridge Ordinance\Ordinance Budget for Exhibit E.xlsxSheet1

Exhibit F

CITY OF KENMORE, WASHINGTON
Transportation Impact Fee Fund Projection
For The Years 2013-2020
ASSUME WEST SAMM BRIDGE MATCH AND ELIMINATION OF T5

DESCRIPTION	Actual 2013	Budget 2014	Proposed 2015	Proposed 2016	Proposed 2017	Proposed 2018	Proposed 2019	Proposed 2020
Beginning Cash	$240,536	$416,394	$268,176	$166,034	$179,674	$170,295	$285,212	$401,279
Revenues:								
Interest Earnings	2,157	364	2,682	1,660	1,797	1,703	2,852	4,013
Transp. Impact Fees	421,701	425,918	430,177	434,479	438,824	443,212	443,212	443,212
Total Revenues	$423,858	$426,282	$432,859	$436,139	$440,621	$444,917	$446,067	$447,229
Transfers Out for Roads:								
~~T 5 68th Ave NE SR522 to Samm Slough~~	~~0~~	~~0~~	~~0~~	~~55,000~~	~~115,000~~	~~325,000~~	0	0
T 6 SR 522 West A 61st Ave NE	248,000	562,000	400,000	0	0	0	0	0
T 8 SR 522 West B 57th to 61st with BGT \	0	0	0	0	250,000	0	0	0
T 22 Simonds Rd-Inglemoor HS Right Turn	0	12,500	35,000	222,500	0	0	0	0
T 37 West Samm Bridge	0	0	100,000	200,000	200,000	330,000	330,000	50,000
Subtotal - Transfers for Roads	$248,000	$574,500	$535,000	$422,500	$450,000	$330,000	$330,000	$50,000
Net Income/(Loss)	$175,858	($148,218)	($102,141)	$13,639	($9,379)	$114,917	$116,067	$397,229
Ending Cash	$416,394	$268,176	$166,034	$179,674	$170,295	$285,212	$401,279	$798,508

I:\Admin & Finance\BUDGET\Forecast Models\2014 Update Other FundsTransImpactFeb2014BRIDGE
2/20/2014

CITY OF KENMORE, WASHINGTON
REET Fund Projection
For The Years 2013-2020
ASSUME WEST SAMM BRIDGE MATCH AND ELIMINATION OF T5

Exhibit G

DESCRIPTION	Actual 2013	Budget 2014	Proposed 2015	Proposed 2016	Proposed 2017	Proposed 2018	Proposed 2019	Proposed 2020
Beginning Cash	$1,965,805	$2,078,074	$981,326	$540,940	$391,847	$428,857	$157,722	$374,134
Revenues:								
REET 1	440,943	390,000	393,900	397,839	401,817	405,836	405,836	405,836
REET 2	440,943	390,000	393,900	397,839	401,817	405,836	405,836	405,836
Interest Earnings	12,312	5,573	9,813	5,409	3,918	4,289	1,577	3,741
Total Revenues	$894,198	$785,573	$797,613	$801,087	$807,553	$815,960	$813,248	$815,412
Transfers Out for Parks :								
P 6 Moorlands Park Imp	0	60,000	0	0	0	0	0	0
P 11 Log Boom Park Ped Bridge Repl	0	95,000	75,000	0	0	0	0	0
P 13 Skate Park	0	20,000	75,000	0	0	0	0	0
P 18 Rhody Park Boat Shed & Boardwalk Trail	76,822	95,178	0	0	0	0	0	0
P 19b Log Boom Park Waterfront	0	0	30,000	75,000	75,000	0	0	0
P 22 City Hall Front/Back Improvements	0	0	75,000	0	0	0	0	0
P 23 Squires Landing Trail	0	0	0	0	40,000	200,000	0	0
P 24 Samm River Boat Launch Restroom	23,701	41,299	0	0	0	0	0	0
Transfer Levy to Park Improvement-Tolt	11,306	108,694	0	0	0	0	0	0
Subtotal - Transfers for Parks	111,829	420,171	255,000	75,000	115,000	200,000	0	0
Transfers Out for Roads:								
SR 522 Ph II Slip-lining	0	120,000	0	0	0	0	0	0
~~T5 68th SR522 to Samm Slough~~	~~0~~	~~0~~	~~0~~	~~198,750~~	~~0~~	~~0~~	~~0~~	~~0~~
T6 SR 522 West A 61st to 65th	0	400,000	250,000	0	0	0	0	0
T7 61st Ave & 181st St Signal, Left turn	251,953	235,347	0	0	0	0	0	0
T8 SR522 West B 57th to 61st with BGT Wall	0	0	0	0	0	300,000	0	0
T27 sidewalks	0	274,950	100,000	100,000	100,000	100,000	100,000	100,000
T36 City Gateways	18,147	281,853	0	0	0			
T37 New West Samm Bridge	0	95,000	174,000	307,000	78,000	0	0	0
Street Fund (overlays)	400,000	0	459,000	468,180	477,544	487,094	496,836	506,773
Subtotal - Transfers for Roads	670,100	1,407,150	983,000	875,180	655,544	887,094	596,836	606,773
Transfers Out for SWM:								
SW 8 61st Ave NE Sidewalk Embankment Rep	0	55,000	0	0	0	0	0	0
Subtotal - Transfers for SWM	$0	$55,000	$0	$0	$0	$0	$0	$0
Net Income/(Loss)	$112,269	($1,096,748)	($440,387)	($149,093)	$37,010	($271,135)	$216,412	$208,639
Ending Cash	$2,078,074	$981,326	$540,940	$391,847	$428,857	$157,722	$374,134	$582,773

I:\Admin & Finance\BUDGET\Forecast Models\2014 Update Other FundsREETFeb2014BRIDGE
2/20/2014

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, Lakepointe Blvd West - ROADWAY SCHEDULE**
Corridor Section: West Section, SR 522 to 68th Ave NE
Location: Kenmore, City of

Client: Kenmore, City of
Date: Oct-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

West Section, SR 522 to 68th Ave NE

This project would connect a parking lot of the Lakepointe mixed-use development project with 68th Ave NE.
The roadway section would include two 11' travel lanes, one 18' angled parking lane, and five-foot sidewalks buffered by 18" planter strips.

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		**RIGHT OF WAY**				
		RIGHT OF WAY (urban developed)	SF	$60	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	41,400	$1,863,000
		RELOCATIONS: BUSINESSES	EA	$150,000	2	$300,000
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	3	$45,000
		RIGHT OF WAY TOTAL				**$2,208,000**
II.		**CONSTRUCTION**				
1		**PREPARATION/GRADING/DRAINAGE**				
	1.1	**PREPARATION**				
		CLEAR & GRUB,DEMO	ACRE	$5,000	1.0	$5,000
		REMOVING EXISTING PAVEMENT AND CONCRETE	SY	$10	-	$0
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$200,000	1	$200,000
		SAWCUTTING	LF	$3	-	$0
	1.2	**EARTHWORK**				
		ROADWAY EXCAVATION INCL, HAUL	CY	$20	1,300	$26,000
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	2,600	$52,000
		EMBANKMENT COMPACTION	CY	$2	-	$0
	1.3	**STORMWATER MITIGATION**				
		DETENTION AND TREATMENT	SF	$25	41,400	$1,035,000
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	**STORM SEWER**				
		CATCH BASIN TYPE 1	EA	$1,200	9	$10,800
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	860	$30,100
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	860	$38,700
		STRUCTURE EXCAVATION CL. B	CY	$15	1,300	$19,500
2		**STRUCTURE**				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (MSE)	SF	$35	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		**SURFACING**				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	1,100	$121,000
		CRUSHED SURFACING	TON	$25	3,200	$80,000
4		**ROADSIDE DEVELOPMENT**				
		FENCING	LF	$15	-	$0
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	1.0	$1,200
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$109,700	1	$109,700
		LANDSCAPING	LS	$36,000	1	$36,000
5		**TRAFFIC**				
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$25,000	1	$25,000
		SIGNING	LS	$15,000	1	$15,000
		CURB RAMP	EA	$6,000	8	$48,000
		DRIVEWAY ENTRANCE	EA	$1,000	-	$0
		CURB & GUTTER	LF	$30	1,800	$54,000

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: **CITY OF KENMORE, Lakepointe Blvd West - ROADWAY SCHEDULE**
Corridor Section: West Section, SR 522 to 68th Ave NE
Location: Kenmore, City of

Client: Kenmore, City of
Date: Oct-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

West Section, SR 522 to 68th Ave NE

This project would connect a parking lot of the Lakepointe mixed-use development project with 68th Ave NE.
The roadway section would include two 11' travel lanes, one 18' angled parking lane, and five-foot sidewalks buffered by 18" planter strips.

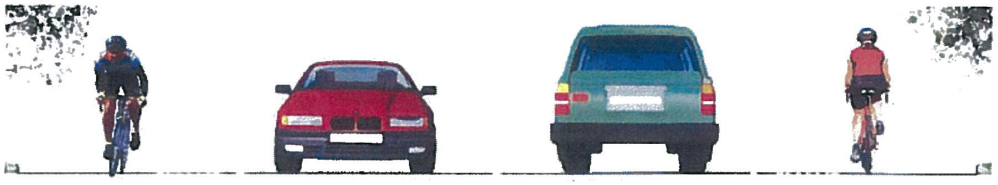
		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
		MOUNTABLE CURB	LF	$25	-	$0
		TRUCK APRON CURB	LF	$30	-	$0
		SIDEWALKS	SY	$30	1,000	$30,000
		ITS FOR HOT-LANES	LS	$0		$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$193,700	1	$193,700
5.1		**OTHER ITEMS**				
		SURVEYING (2%)	LS	$42,700	1	$42,700
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$20,000		$0
6		**MISCELLANEOUS (10%)**	LS	$217,400	1	$217,400
7		**CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)**				**$2,390,800**
8		**MOBILIZATION (10%)**				
		10% OF ITEM 7	EST	$239,100	1	$239,100
9		**SUBTOTAL (ITEMS 7 & 8)**				**$2,629,900**
10		**SALES TAX**				
		0.0% OF ITEM 9	EST	$0		$0
11		**AGREEMENTS (Utilities, WSP, etc.)**				
			EST	$0	1	$0
12		**SUBTOTAL (ITEMS 9 THRU 11)**				**$2,629,900**
13		**CONSTRUCTION**				
		ENGINEERING (12% OF ITEM 12)	EST	$316,000	1	$316,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$53,000	1	$53,000
14		**CONSTRUCTION TOTAL (ITEMS 12 & 13)**				**$2,998,900**
III.		**PRELIMINARY WORK**				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$449,900	1	$449,900
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$150,000	1	$150,000
		CITY STAFF (5.0% OF ITEM 14)	EST	$150,000	1	$150,000
IV.		**TOTAL ESTIMATED COST**				
		(ITEMS I, 14 & III)				**$5,960,000**
V.		**FUTURE ESTIMATED COST**				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2024	2014	**$7,460,000**

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description:	CITY OF KENMORE, Simonds Rd NE Restriping - ROADWAY SCHEDULE	Client:	Kenmore, City of
Corridor Section:	92nd Ave NE to Juanita Dr NE	Date:	Jul-14
Location:	Kenmore, City of	Date of Cost Index:	2014
		Calculated By/Entered By:	RGP
		Checked By:	DCS

92nd Ave NE to Juanita Dr NE



This project would provide dedicated bike lanes on both sides of Simonds Rd NE from 92nd Ave NE to Juanita Dr NE. The bike lanes would be separated from vehicle traffic by two-foot wide painted buffers with crosshatching.

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		RIGHT OF WAY				
		RIGHT OF WAY (urban developed)	SF	$60	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				**$0**
II.		CONSTRUCTION				
1		PREPARATION/GRADING/DRAINAGE				
	1.1	PREPARATION				
		CLEAR & GRUB,DEMO	ACRE	$5,000	-	$0
		REMOVING EXISTING PAVEMENT	SY	$10	-	$0
		REMOVE EXISTING PAINT LINES	LF	$1	10,000	$10,000
	1.2	EARTHWORK				
		ROADWAY EXCAVATION INCL, HAUL	CY	$20	-	$0
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	-	$0
		EMBANKMENT COMPACTION	CY	$2	-	$0
	1.3	STORMWATER MITIGATION				
		DETENTION AND TREATMENT	SF	$25	-	$0
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	STORM SEWER				
		CATCH BASIN TYPE 1	EA	$1,200	-	$0
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	-	$0
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	-	$0
2		STRUCTURE				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	-	$0
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		SURFACING				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	-	$0
		CRUSHED SURFACING	TON	$25	-	$0

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, Simonds Rd NE Restriping - ROADWAY SCHEDULE
Corridor Section: 92nd Ave NE to Juanita Dr NE
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

92nd Ave NE to Juanita Dr NE

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		ROADSIDE DEVELOPMENT				
		FENCING	LF	$20	-	$0
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$4,800	-	$0
		LANDSCAPING	LS	$0	1	$0
5		TRAFFIC				
		HAND RAIL	LF	$100	-	$0
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0	1	$0
		SIGNING	LS	$7,000	1	$7,000
		CURBS	LF	$20	-	$0
		MOUNTABLE CURB	LF	$25	-	$0
		PAINT LINE	LF	$1	55,000	$55,000
		SIDEWALKS	SY	$30	-	$0
		PAINTED BICYCLE LANE SYMBOL	EA	$60	74	$4,440
		PAINTED TRAFFIC ARROW	EA	$35	74	$2,590
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$8,000	1	$8,000
5.1		OTHER ITEMS				
		SURVEYING (2%)	LS	$1,800	1	$1,800
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$0	1	$0
6		MISCELLANEOUS (10%)	LS	$8,900	1	$8,900
7		CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)				$97,730
8		MOBILIZATION (10%)				
		10% OF ITEM 7	EST	$9,800	1	$9,800
9		SUBTOTAL (ITEMS 7 & 8)				$107,530
10		SALES TAX				
		0.0% OF ITEM 9	EST	$0		$0
11		AGREEMENTS (Utilities, WSP, etc.)				
			EST	$0	1	$0
12		SUBTOTAL (ITEMS 9 THRU 11)				$107,530
13		CONSTRUCTION				
		ENGINEERING (12% OF ITEM 12)	EST	$13,000	1	$13,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$3,000	-	$0
14		CONSTRUCTION TOTAL (ITEMS 12 & 13)				$120,530
III.		PRELIMINARY WORK				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$18,100	1	$18,100
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$6,100	1	$6,100
		CITY STAFF (5.0% OF ITEM 14)	EST	$6,100	1	$6,100
IV.		TOTAL ESTIMATED COST				
		(ITEMS I, 14 & III)				$160,000
V.		FUTURE ESTIMATED COST				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2020	2014	$190,000

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

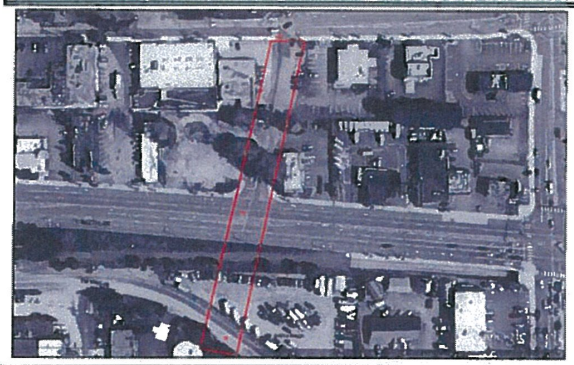
Perteet Inc
425-252-7700 | 1-800-833-6600
2707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, SR 522 Underpass at 67th Ave NE - ROADWAY SCHEDULE
Corridor Section: Intersection of SR 522 & 67th Ave NE
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

Intersection of SR 522 & 67th Ave NE



This project involves constructing a grade separated intersection and underpass beneath SR 522 and the Burke-Gilman Trail. This would allow vehicle and pedestrian traffic to travel north and south on 67th Ave NE, unimpeded by SR 522.

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		RIGHT OF WAY				
		RIGHT OF WAY (urban developed)	SF	$60	30,000	$1,800,000
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	1	$150,000
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	1	$100,000
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				$2,050,000
II.		CONSTRUCTION				
1		PREPARATION/GRADING/DRAINAGE				
	1.1	PREPARATION				
		CLEAR & GRUB,DEMO	ACRE	$5,000	-	$0
		REMOVING EXISTING PAVEMENT	SY	$10	-	$0
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$30,000	1	$30,000
	1.2	EARTHWORK				
		ROADWAY EXCAVATION INCL. HAUL	CY	$20	-	$0
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	13,400	$335,000
		BORROW INCL. HAUL	TON	$20	-	$0
		EMBANKMENT COMPACTION	CY	$2	-	$0
	1.3	STORMWATER MITIGATION				
		DETENTION AND TREATMENT	SF	$25	7,800	$195,000
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	STORM SEWER				
		CATCH BASIN TYPE 1	EA	$1,200	5	$6,000
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	1,540	$53,900
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	1,200	$18,000
2		STRUCTURE				
		CONCRETE BRIDGES	SF	$300	8,000	$2,400,000
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (Soil Nail with Cast in Place Facing)	SF	$150	14,700	$2,205,000
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		SURFACING				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	500	$55,000
		CRUSHED SURFACING	TON	$25	1,600	$40,000

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, SR 522 Underpass at 67th Ave NE - ROADWAY SCHEDULE
Corridor Section: Intersection of SR 522 & 67th Ave NE
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

Intersection of SR 522 & 67th Ave NE

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
4		ROADSIDE DEVELOPMENT				
		FENCING	LF	$20	1,000	$20,000
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	-	$0
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$325,700	1	$325,700
		LANDSCAPING	LS	$0	1	$0
5		TRAFFIC				
		HAND RAIL	LF	$100	-	$0
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0	1	$0
		SIGNING	LS	$5,000	1	$5,000
		CURBS	LF	$20	1,400	$28,000
		MOUNTABLE CURB	LF	$25	-	$0
		TRUCK APRON CURB	LF	$30	-	$0
		SIDEWALKS	SY	$30	1,200	$36,000
		CONC. TRUCK APRON	SY	$30	-	$0
		ITS FOR HOT-LANES	LS	$0		$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (10%)	LS	$575,300	1	$575,300
5.1		OTHER ITEMS				
		SURVEYING (6%)	LS	$379,700	1	$379,700
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$30,000	1	$30,000
6		MISCELLANEOUS (10%)	LS	$673,800	1	$673,800
7		CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)				$7,411,400
8		MOBILIZATION (10%)				
		10% OF ITEM 7	EST	$741,200	1	$741,200
9		SUBTOTAL (ITEMS 7 & 8)				$8,152,600
10		SALES TAX				
		0.0% OF ITEM 9	EST	$0		$0
11		AGREEMENTS (Utilities, WSP, etc.)				
			EST	$0	1	$0
12		SUBTOTAL (ITEMS 9 THRU 11)				$8,152,600
13		CONSTRUCTION				
		ENGINEERING (12% OF ITEM 12)	EST	$979,000	1	$979,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$164,000	1	$164,000
14		CONSTRUCTION TOTAL (ITEMS 12 & 13)				$9,295,600
III.		PRELIMINARY WORK				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$1,394,400	1	$1,394,400
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$464,800	1	$464,800
		CITY STAFF (5.0% OF ITEM 14)	EST	$464,800	1	$464,800
IV.		TOTAL ESTIMATED COST				
		(ITEMS I, 14 & III)				$13,670,000
V.		FUTURE ESTIMATED COST				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2024	2014	$17,100,000

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, Yellow Standard Sidewalk Improvements - ROADWAY SCHE
Corridor Section: See Sidewalk Network Map
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

This project involves installing new sidewalks throughout Kenmore, primarily in areas that are currently without pedestrian facilities. The typical roadway section will remain the same as the existing roadway section. The major improvements involve construction of ADA-compliant sidewalks, curb ramps, and street crossings.

See Sidewalk Network Map

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
I.		RIGHT OF WAY				
		RIGHT OF WAY (urban developed)	SF	$100	-	$0
		RIGHT OF WAY (urban undeveloped)	SF	$45	-	$0
		RELOCATIONS: BUSINESSES	EA	$150,000	-	$0
		RELOCATIONS: RESIDENCES	EA	$110,000	-	$0
		CONDEMNATION PROCEDURE	EA	$100,000	-	$0
		ADMINISTRATION (TITLES, APPRAISALS, ETC.)	EA	$15,000	-	$0
		RIGHT OF WAY TOTAL				$0
II.		CONSTRUCTION				
1		PREPARATION/GRADING/DRAINAGE				
	1.1	PREPARATION				
		CLEAR & GRUB,DEMO	ACRE	$5,000	-	$0
		REMOVING EXISTING PAVEMENT AND CONCRETE	SY	$10	40,800	$408,000
		REMOVAL STRUCTURES & OBSTRUCTIONS	LS	$270,000	1	$270,000
		SAWCUTTING	LF	$3	38,700	$116,100
	1.2	EARTHWORK				
		ROADWAY EXCAVATION INCL, HAUL	CY	$20	3,700	$74,000
		STRUCTURE EX. CL. A INCL. HAUL	CY	$25	-	$0
		BORROW INCL. HAUL	TON	$20	-	$0
		EMBANKMENT COMPACTION	CY	$2	-	$0
	1.3	STORMWATER MITIGATION				
		DETENTION AND TREATMENT	SF	$6	235,700	$1,414,200
		BIO-RETENTION CELLS	SF	$8	-	$0
	1.4	STORM SEWER				
		CATCH BASIN TYPE 1	EA	$1,200	174	$208,800
		CATCH BASIN TYPE 2	EA	$2,200	-	$0
		SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	$35	34,770	$1,216,950
		PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.	LF	$45	-	$0
		STRUCTURE EXCAVATION CL. B	CY	$15	15,500	$232,500
2		STRUCTURE				
		CONCRETE BRIDGES	SF	$150	-	$0
		CONCRETE BRIDGES WIDENING	SF	$200	-	$0
		PEDESTRIAN BRIDGES	SF	$250	-	$0
		STEEL BRIDGES	SF	$100	-	$0
		BRIDGE ABUTMENT RETROFIT	SF	$150	-	$0
		RETAINING WALLS (Cast in Place)	SF	$65	-	$0
		RETAINING WALLS (MSE)	SF	$35	4,500	$157,500
		BRIDGE REMOVAL	SF	$20	-	$0
		NOISE WALLS	SF	$25	-	$0
3		SURFACING				
		PORTLAND CEMENT CONCRETE	SF	$10	-	$0
		HOT MIX ASPHALT	TON	$110	2,700	$297,000
		CRUSHED SURFACING	TON	$25	14,800	$370,000
4		ROADSIDE DEVELOPMENT				
		FENCING	LF	$20	6,600	$132,000
		SEEDING, MULCHING & FERTILIZING	ACRE	$1,200	0.2	$240
		WETLAND MITIGATION	LS	$55,000	-	$0
		TEMPORARY WATER POLLUTION & EROSION CONTROL (6%)	LS	$466,000	1	$466,000
		LANDSCAPING	LS	$35,000	1	$35,000
5		TRAFFIC				
		GUARD RAIL	LF	$18	-	$0
		CONCRETE BARRIER	LF	$50	-	$0
		SIGNAL SYSTEMS	LS	$0		$0
		ILLUMINATION	LS	$0		$0
		SIGNING	LS	$125,000	1	$125,000
		CURB RAMP	EA	$6,000	95	$570,000
		DRIVEWAY ENTRANCE	EA	$1,000	125	$125,000
		CURB & GUTTER	LF	$30	38,700	$1,161,000

Perteet, Inc.
File: Yellow Standard Sidewalk PLANNING LEVEL Opinion of Cost.xls Printed 8/13/2014

Perteet Inc.
425-252-7700 | 1-800-615-9660
2707 Colby Avenue, Suite 900
Everett, Washington 98201

PLANNING LEVEL OPINION OF COST SUMMARY

Project Description: CITY OF KENMORE, Yellow Standard Sidewalk Improvements - ROADWAY SCHE
Corridor Section: See Sidewalk Network Map
Location: Kenmore, City of

Client: Kenmore, City of
Date: Jul-14
Date of Cost Index: 2014
Calculated By/Entered By: RGP
Checked By: DCS

This project involves installing new sidewalks throughout Kenmore, primarily in areas that are currently without pedestrian facilities. The typical roadway section will remain the same as the existing roadway section. The major improvements involve construction of ADA-compliant sidewalks, curb ramps, and street crossings.

See Sidewalk Network Map

		ITEM	UNIT	ESTIMATED UNIT COST	QTY	COST
		MOUNTABLE CURB	LF	$25	-	$0
		TRUCK APRON CURB	LF	$30	-	$0
		SIDEWALKS	SY	$30	28,400	$852,000
		ITS FOR HOT-LANES	LS	$0		$0
		SC&DI (ITS)	LS	$0		$0
		TRAFFIC CONTROL (4%)	LS	$329,300	1	$329,300
5.1		OTHER ITEMS				
		SURVEYING (2%)	LS	$171,300	1	$171,300
		SPECIAL ITEMS	EST	$0		$0
		UTILITY RELOCATIONS	EST	$50,000	1	$50,000
6		MISCELLANEOUS (10%)	LS	$878,200	1	$878,200
7		CONSTRUCTION SUBTOTAL (ITEMS 1 THRU 6)				$9,660,090
8		MOBILIZATION (10%)				
		10% OF ITEM 7	EST	$966,100	1	$966,100
9		SUBTOTAL (ITEMS 7 & 8)				$10,626,190
10		SALES TAX				
		0.0% OF ITEM 9	EST	$0		$0
11		AGREEMENTS (Utilities, WSP, etc.)				
			EST	$0	1	$0
12		SUBTOTAL (ITEMS 9 THRU 11)				$10,626,190
13		CONSTRUCTION				
		ENGINEERING (12% OF ITEM 12)	EST	$1,276,000	1	$1,276,000
		ENVIRONMENTAL COMPLIANCE (2% OF ITEM 12)	EST	$213,000	1	$213,000
14		CONSTRUCTION TOTAL (ITEMS 12 & 13)				$12,115,190
III.		PRELIMINARY WORK				
		PRELIMINARY ENGINEERING (15.0% OF ITEM 14)	EST	$1,817,300	1	$1,817,300
		ENVIRONMENTAL PERMITS (5.0% OF ITEM 14)	EST	$605,800	1	$605,800
		CITY STAFF (5.0% OF ITEM 14)	EST	$605,800	1	$605,800
IV.		TOTAL ESTIMATED COST				
		(ITEMS I, 14 & III)				$15,150,000
V.		FUTURE ESTIMATED COST				
			Inflation	Const. Year	Cost Index	Future Cost
		FUTURE COST BASED ON INFLATION RATE	2.26%	2024	2014	$18,950,000

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet, Inc. does not guarantee or warrant the accuracy of this planning level estimate.

Signals

Signals for both pedestrians and bicyclists are included in this section. Pedestrian and bicycle detectors and speed trailers are included in this section as well. New signal types have become more prevalent in the last ten years, including the Rectangular Rapid Flash Beacon and the Pedestrian Hybrid Beacon, formerly known as a High Intensity Activated Crosswalk (HAWK) signal. These are included here. Efforts will be made to include any new signals as they become more prevalent.

Flashing Beacon

Flashing beacons are typically used in conjunction with pedestrian crossings to provide an enhanced warning for vehicles to yield to pedestrians. Rectangular rapid flashing beacons (RRFBs) differ from regular flashing beacons in that RRFBs have a rapid strobe-like warning flash, are brighter, and can be specifically aimed (see Figure 25). As a relatively new treatment, RRFBs have not been implemented extensively throughout this country, but are now becoming more prevalent in certain states and cities. The cost to furnish and install a flashing beacon can vary widely, depending on site conditions and the type of device used. The costs shown in the table include the complete system installation with labor and materials.



Figure 25: Rapid Flash Beacon

Infrastructure	Description	Median	Average	Minimum	Maximum	Cost Unit	Number of Sources (Observations)
Flashing Beacon	Flashing Beacon	$5,170	$10,010	$360	$59,100	Each	16 (25)
Flashing Beacon	RRFB	$14,160	$22,250	$4,520	$52,310	Each	3 (4)

Table 22: Flashing Beacon Cost

Pedestrian Hybrid Beacon

The Pedestrian Hybrid Beacon, otherwise known as the High Intensity Activated Crosswalk (HAWK) signal, is a special type of beacon to warn and control vehicles to allow pedestrians to safely cross a road or highway at a marked midblock crossing location (see Figure 26). Developed by the City of Tucson, Arizona in the 1990s, the pedestrian hybrid beacon is comprised of three signal sections, overhead pedestrian crosswalk signs, pedestrian detectors, and countdown pedestrian signal heads. According to a FHWA study, pedestrian hybrid beacons have a large impact on vehicle yielding rates.[13] As with RRFBs, pedestrian hybrid beacons are typically more expensive to implement and maintain than some devices, but less expensive than full traffic signals.



Figure 26: Pedestrian Hybrid Beacon

Appendix D - 6: Figures

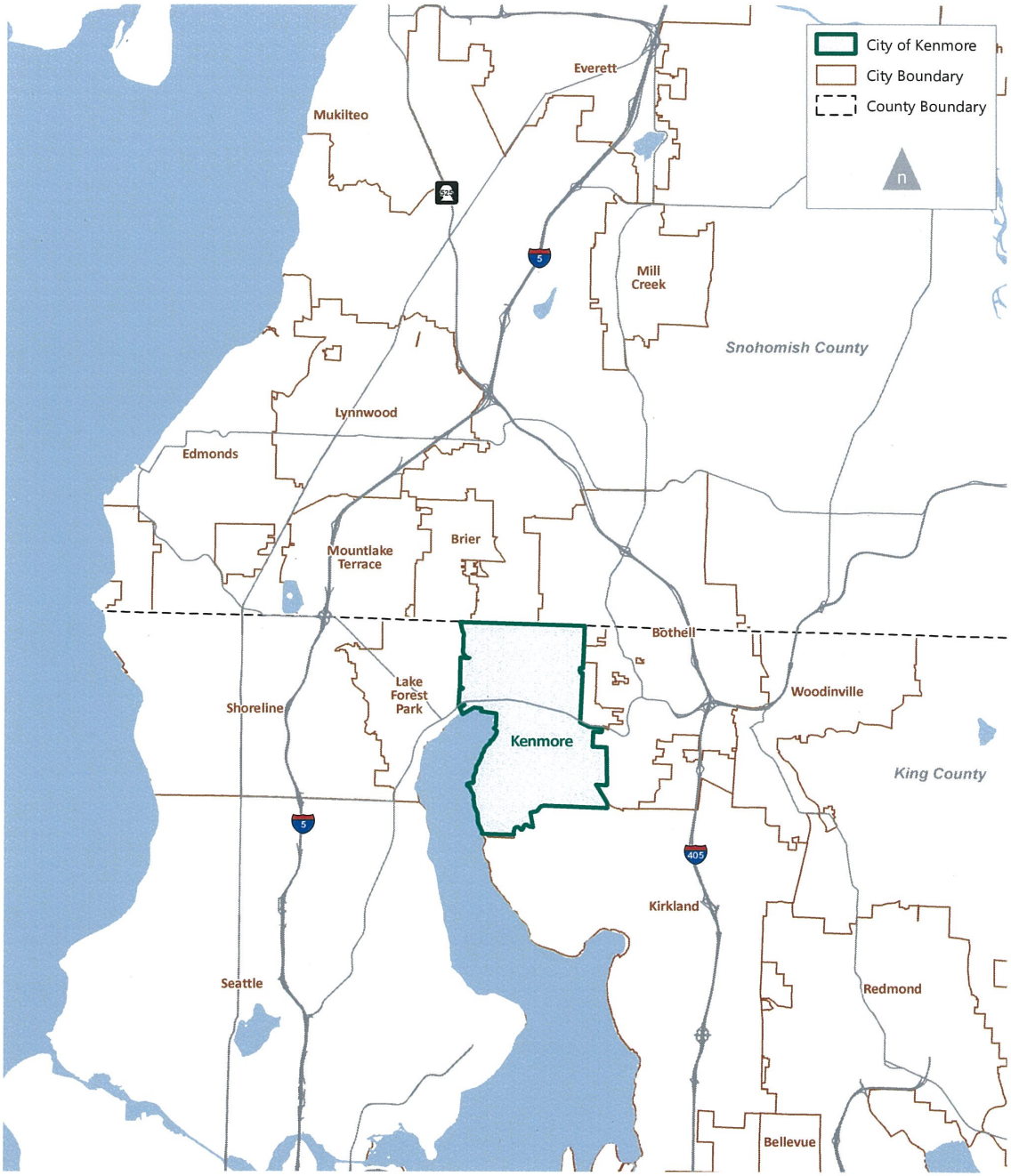


Figure 1.

The City of Kenmore and Surrounding Area

FEHR & PEERS

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig01_RegionalContext.mxd

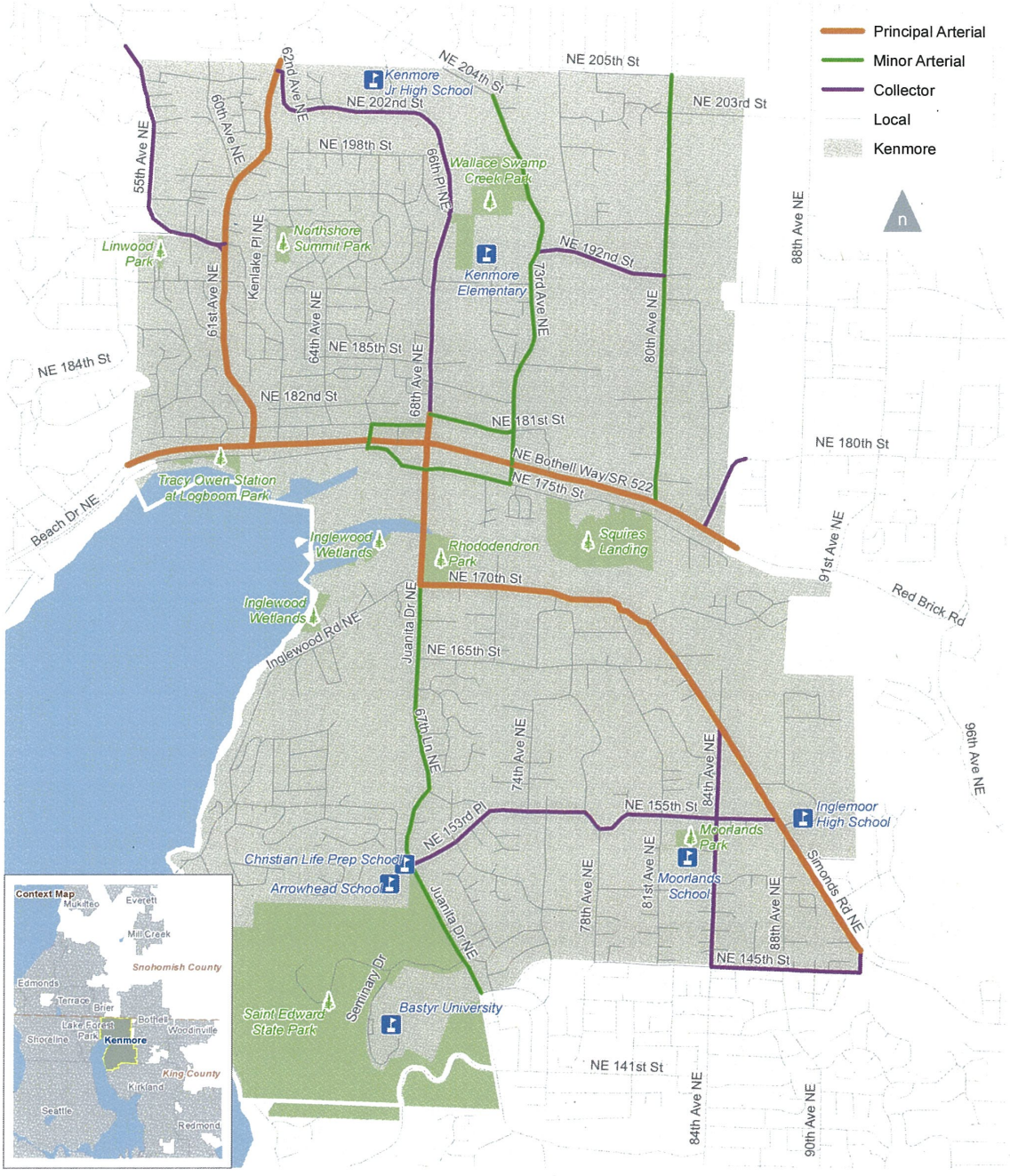


Figure 3.

Existing Roadway Functional Classification

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig03_RoadClass.mxd

FEHR & PEERS

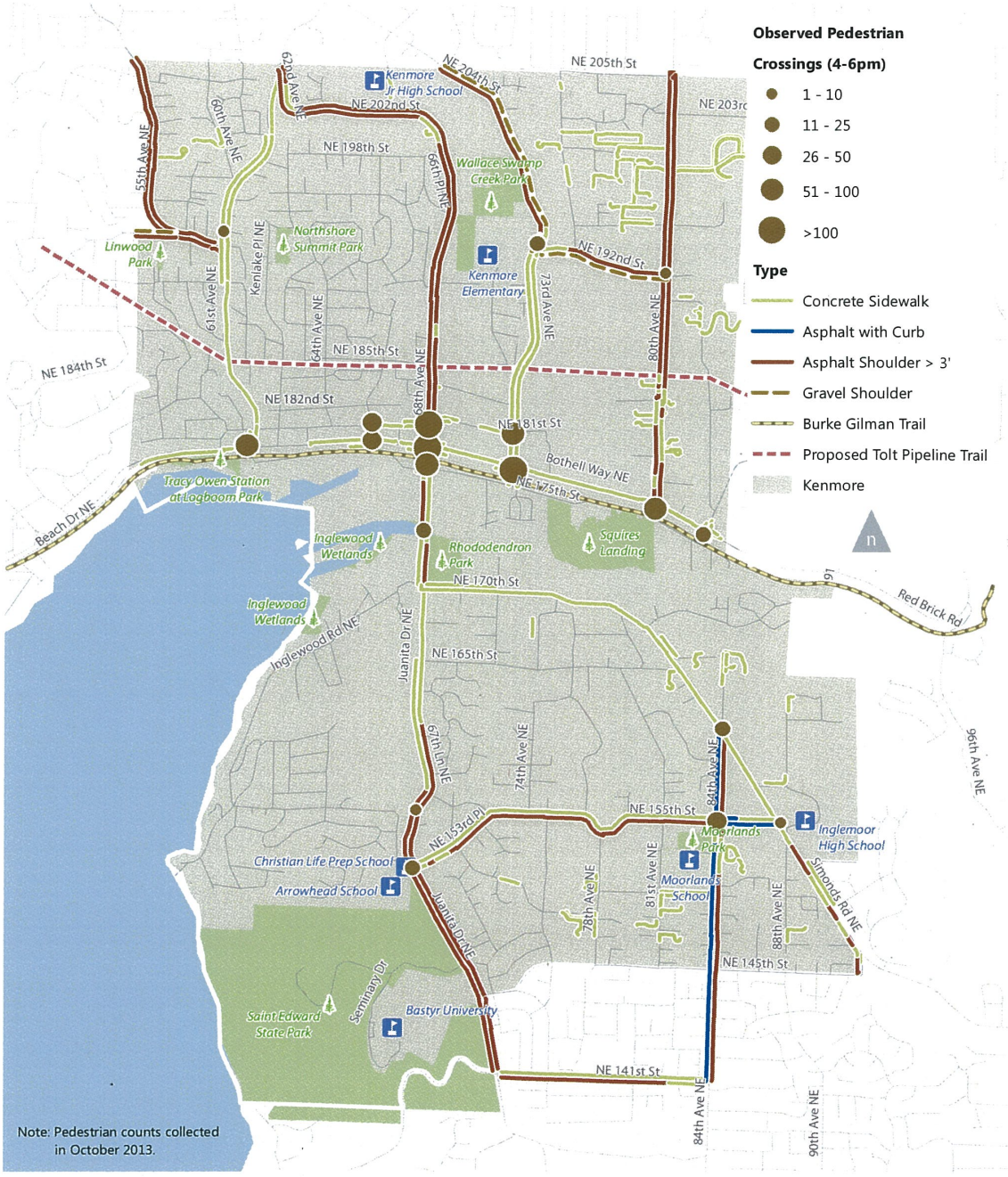


Figure 5.

Existing Sidewalks, Shoulders, and Pedestrian Crossings

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig05_Sidewalk_TR.mxd

FEHR PEERS

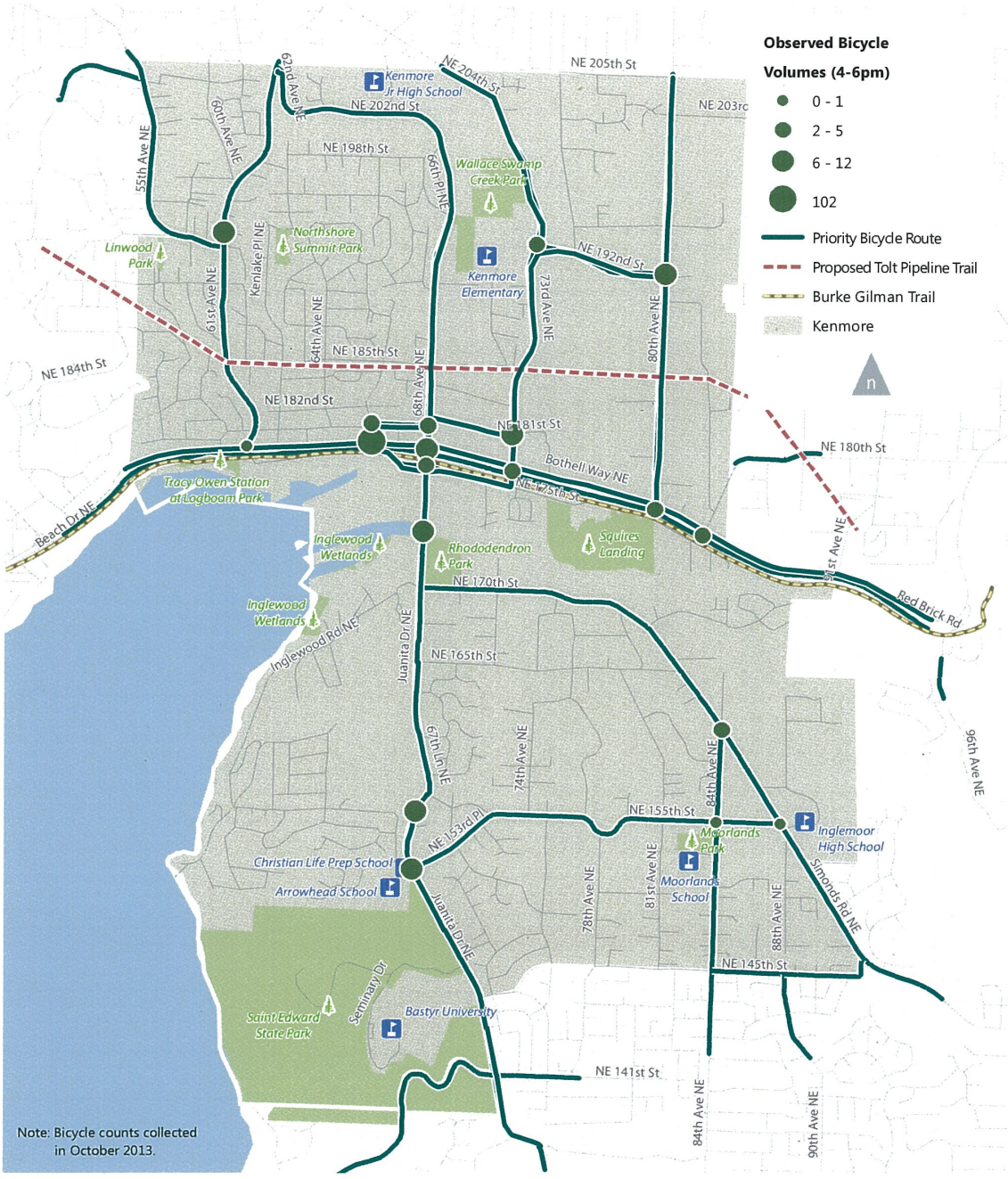


Figure 6.

Priority Bicycle Routes and Volumes

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig06_Bike.mxd

FEHR & PEERS

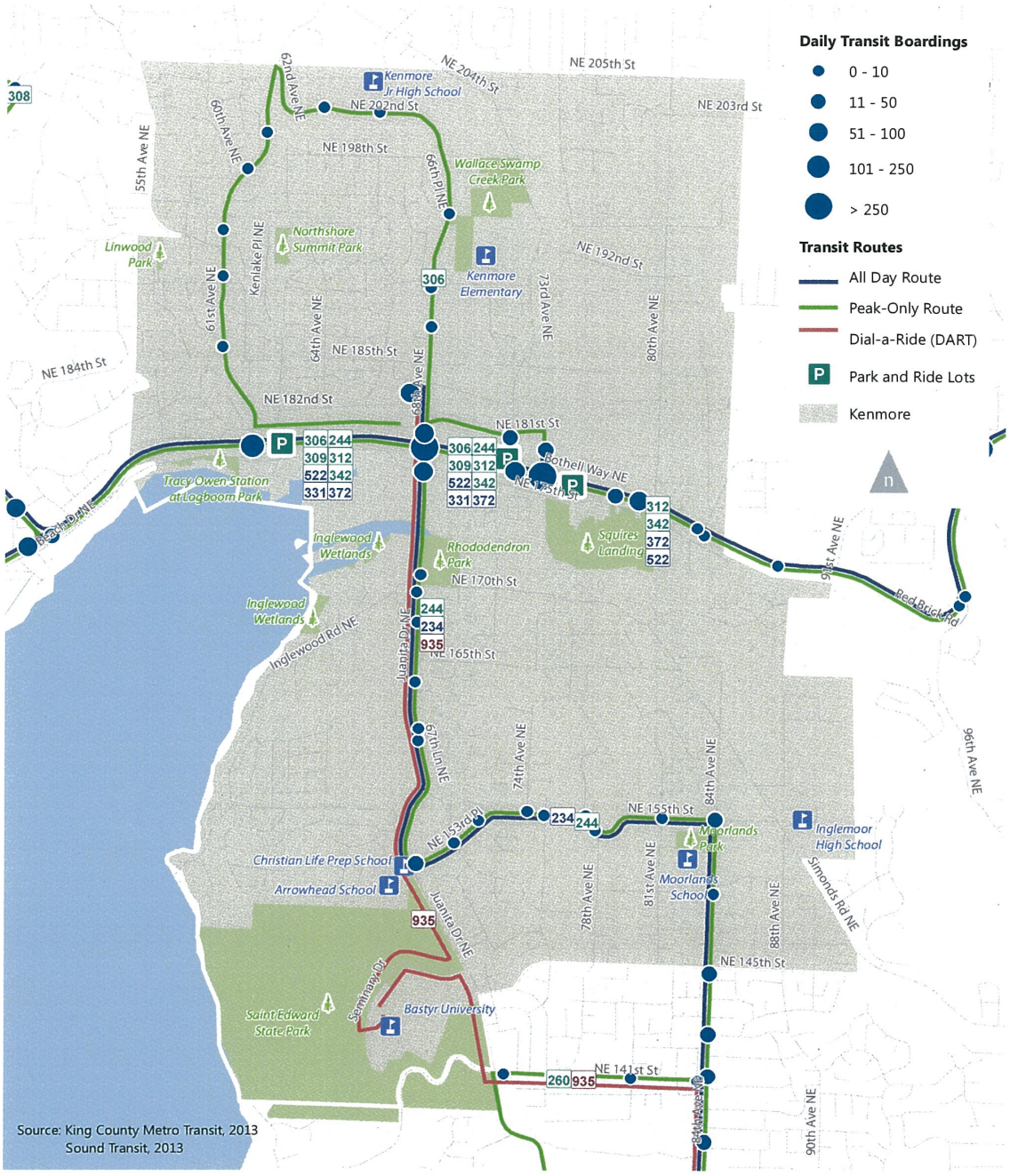


Figure 7.

Existing Transit Facilities and Ridership

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig07_Transit_lg_br_pnr_TR.mxd

FEHR & PEERS

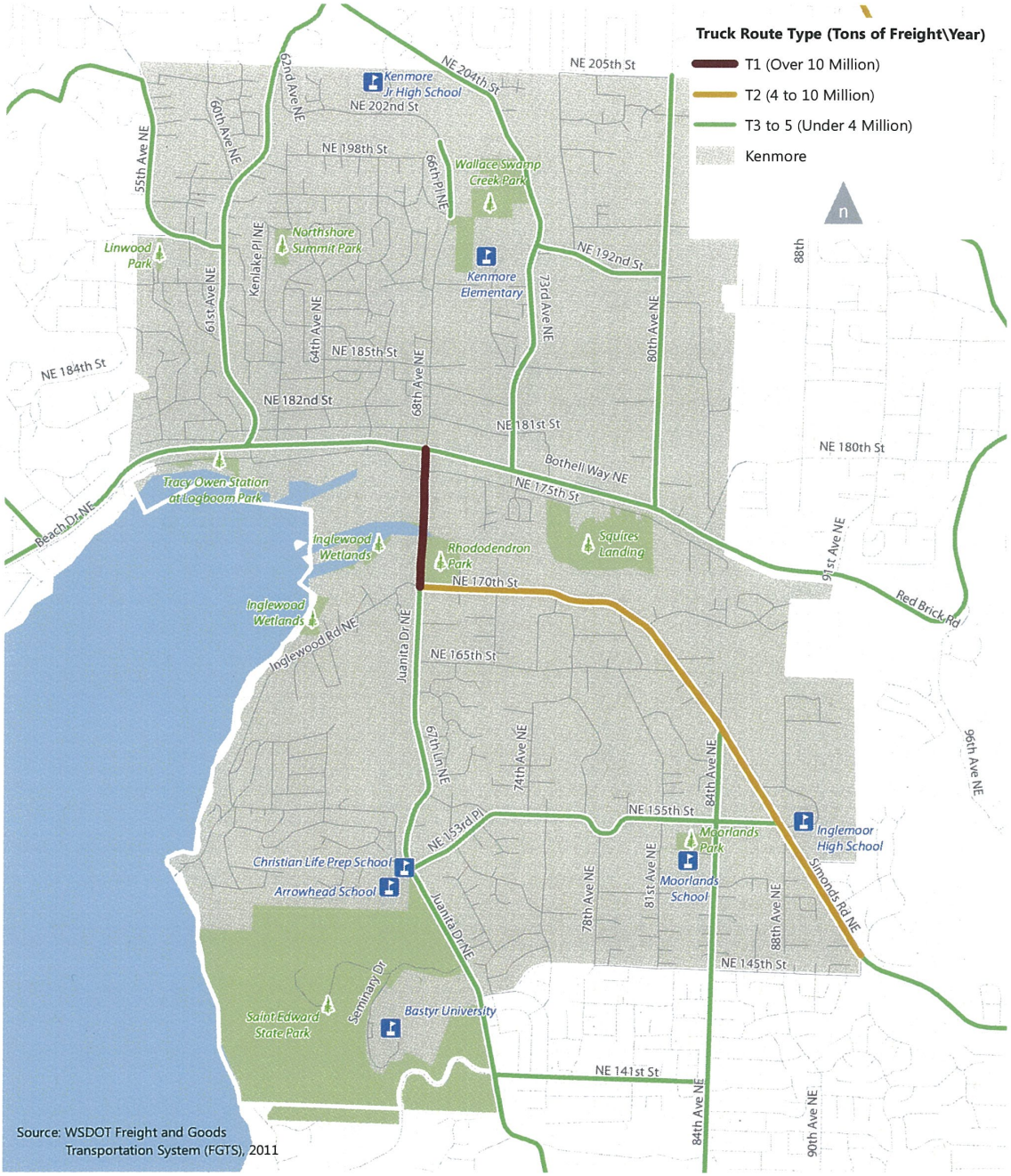


Figure 8.

Truck Routes

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig08_Truck.mxd

FEHR & PEERS

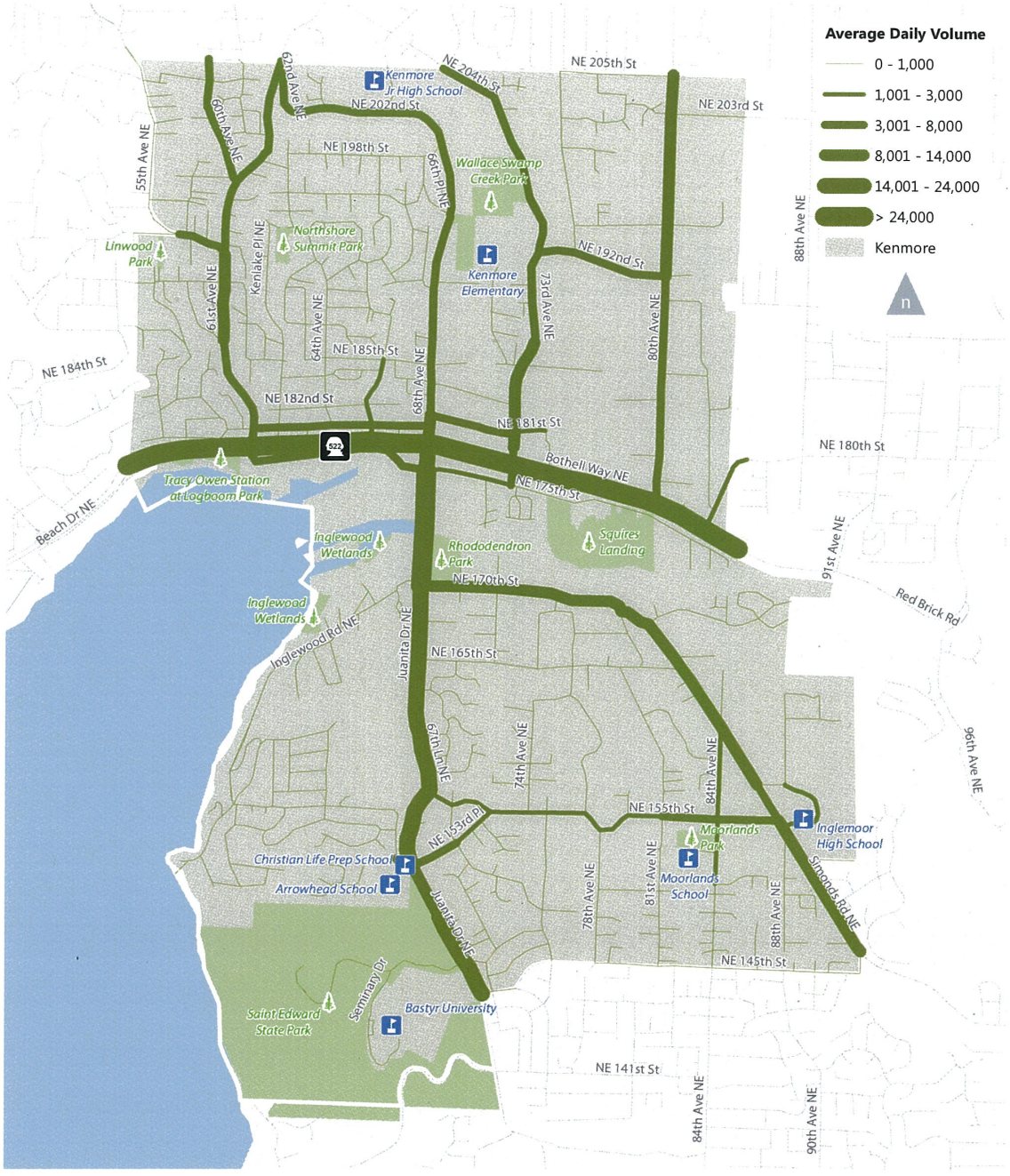


Figure 9.

Auto Average Daily Volumes

\\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig0x_intVols.mxd

FEHR & PEERS

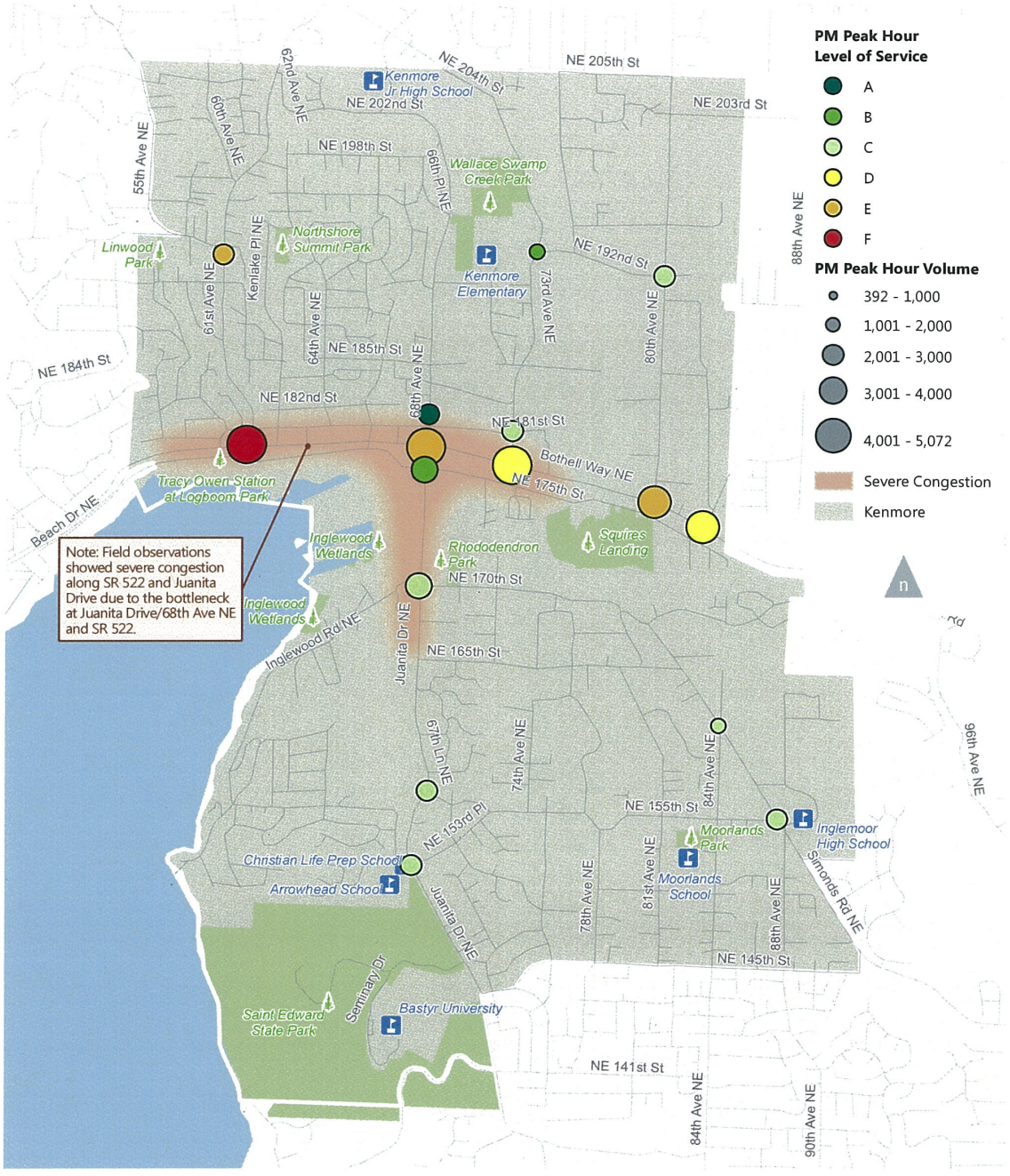


Figure 10.

Auto Level of Service and Volumes

\\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig0x_intLOS35.mxd

FEHR & PEERS

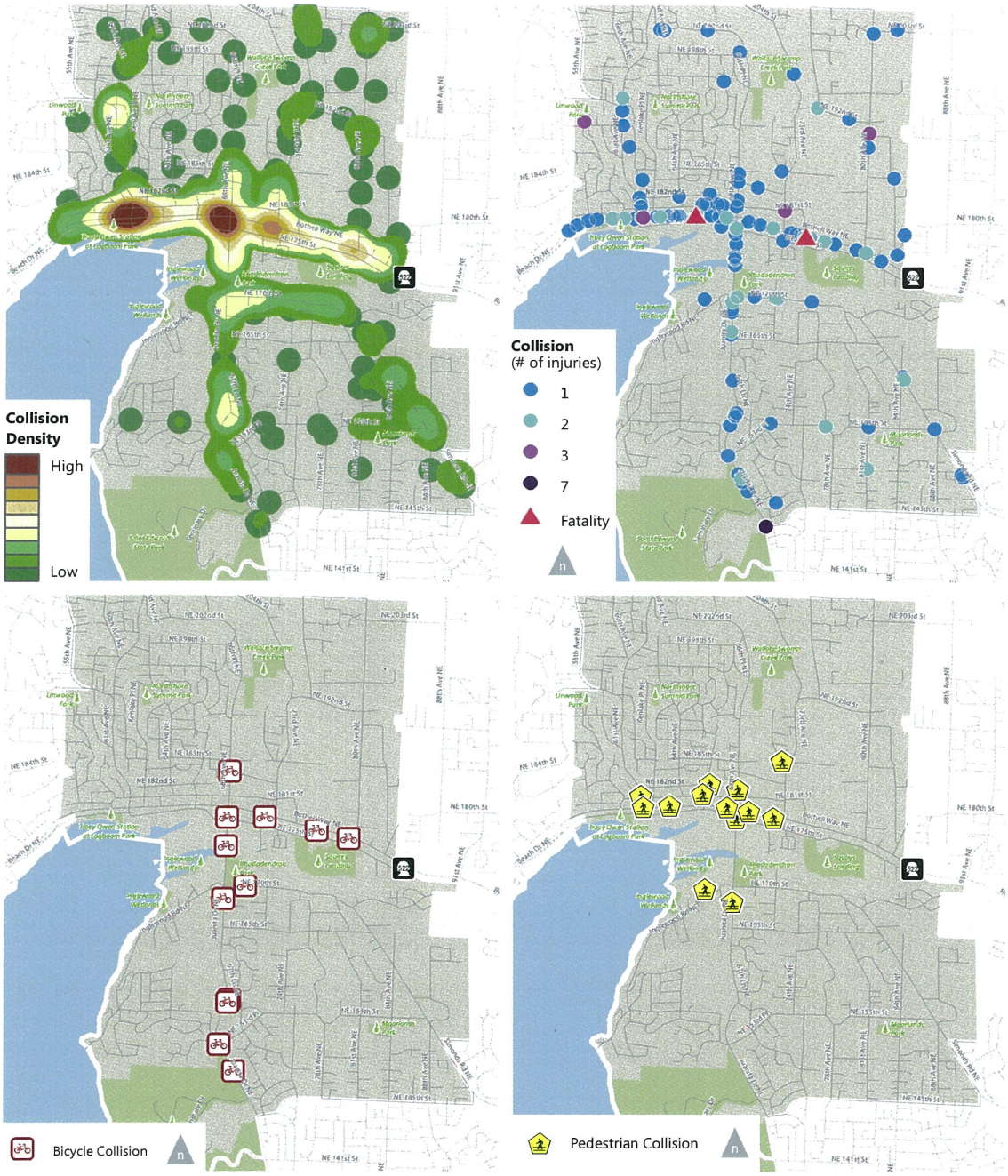


Figure 11.

Collision Density and Type

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig0X_finalAccs.mxd

FEHR & PEERS

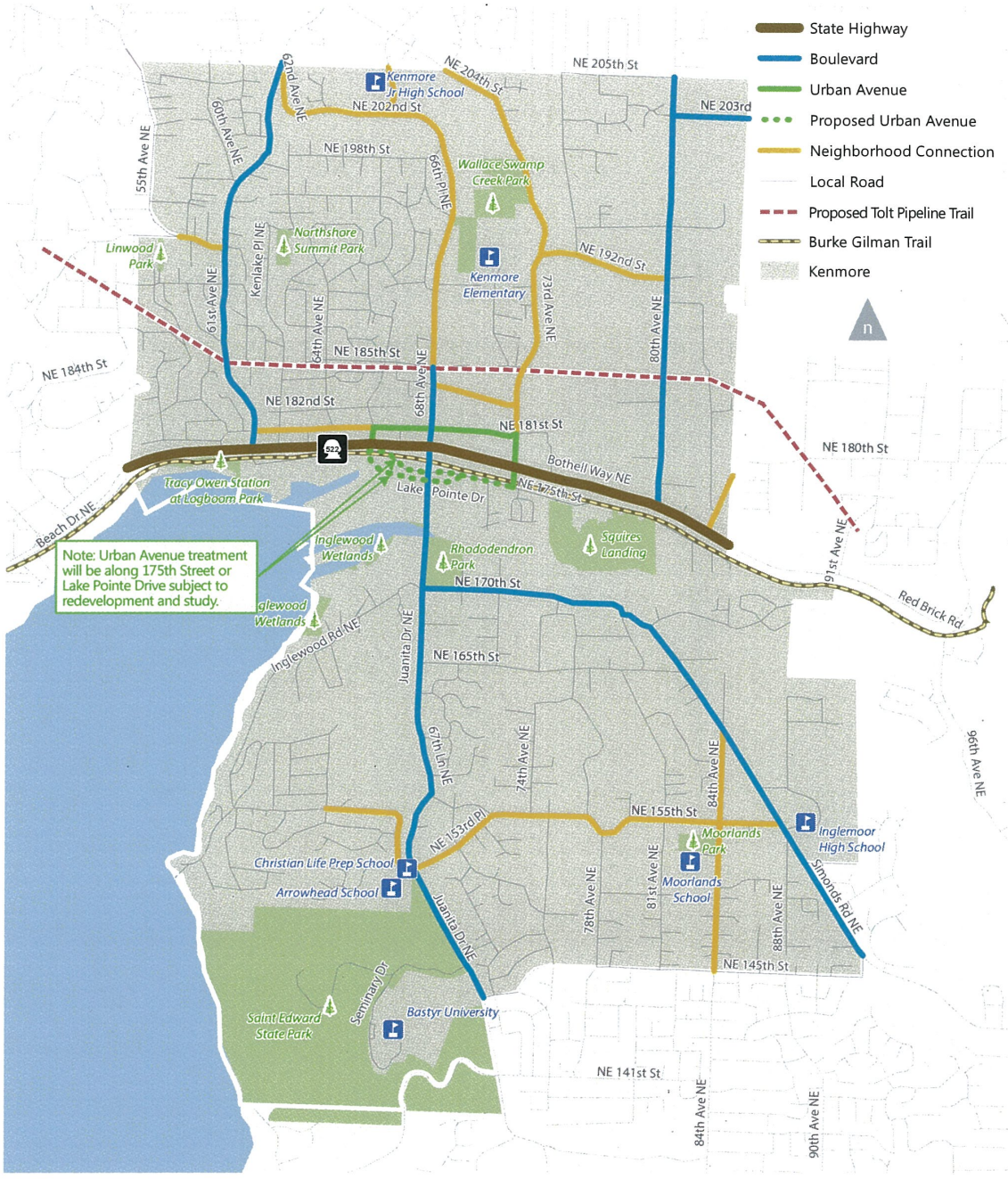


Figure 14.

City's Layered Network

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig14_lyrNet.mxd

FEHR & PEERS

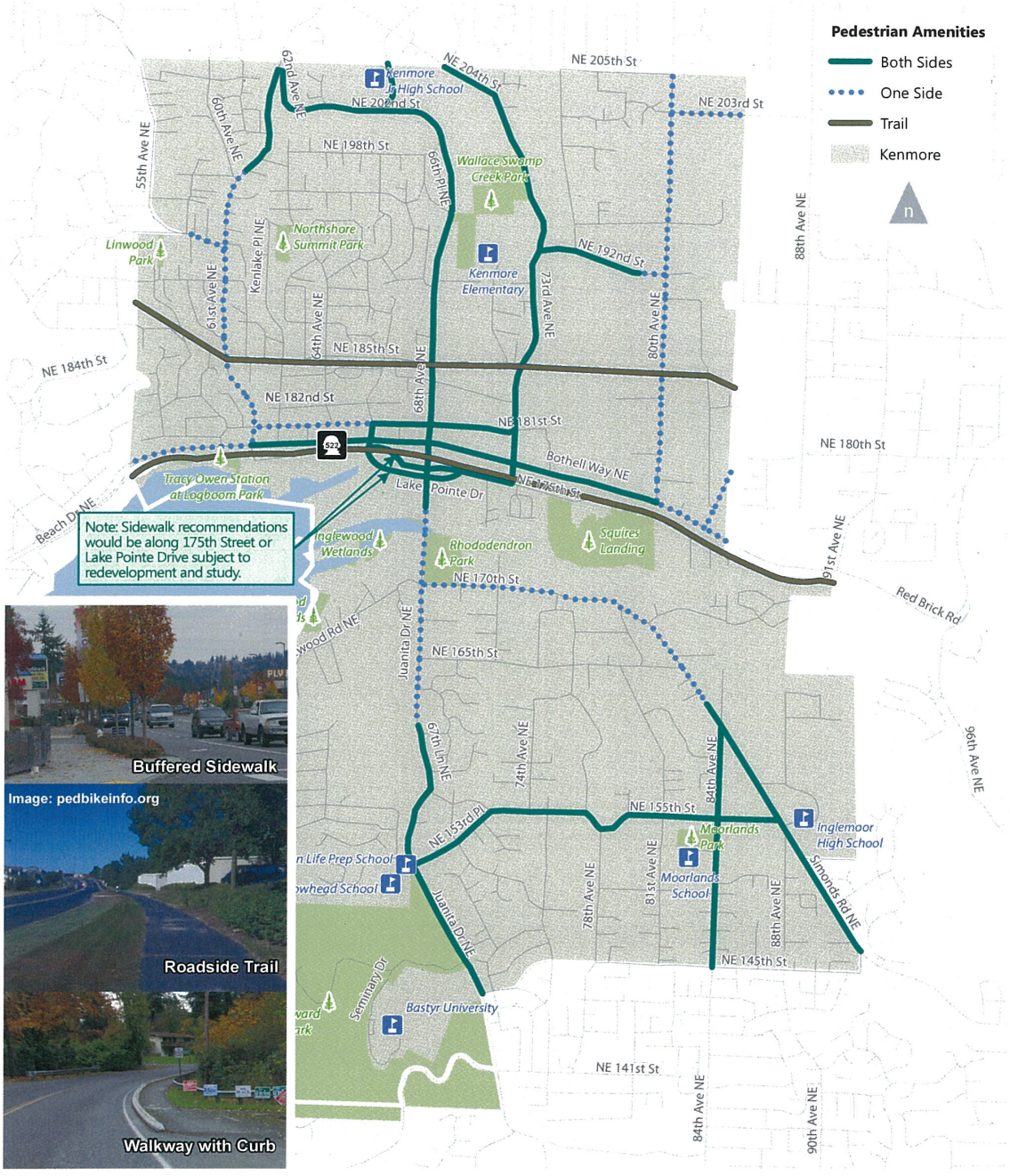


Figure 15.

Pedestrian Priority Network

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig15_ped_amenities2.mxd

FEHR & PEERS

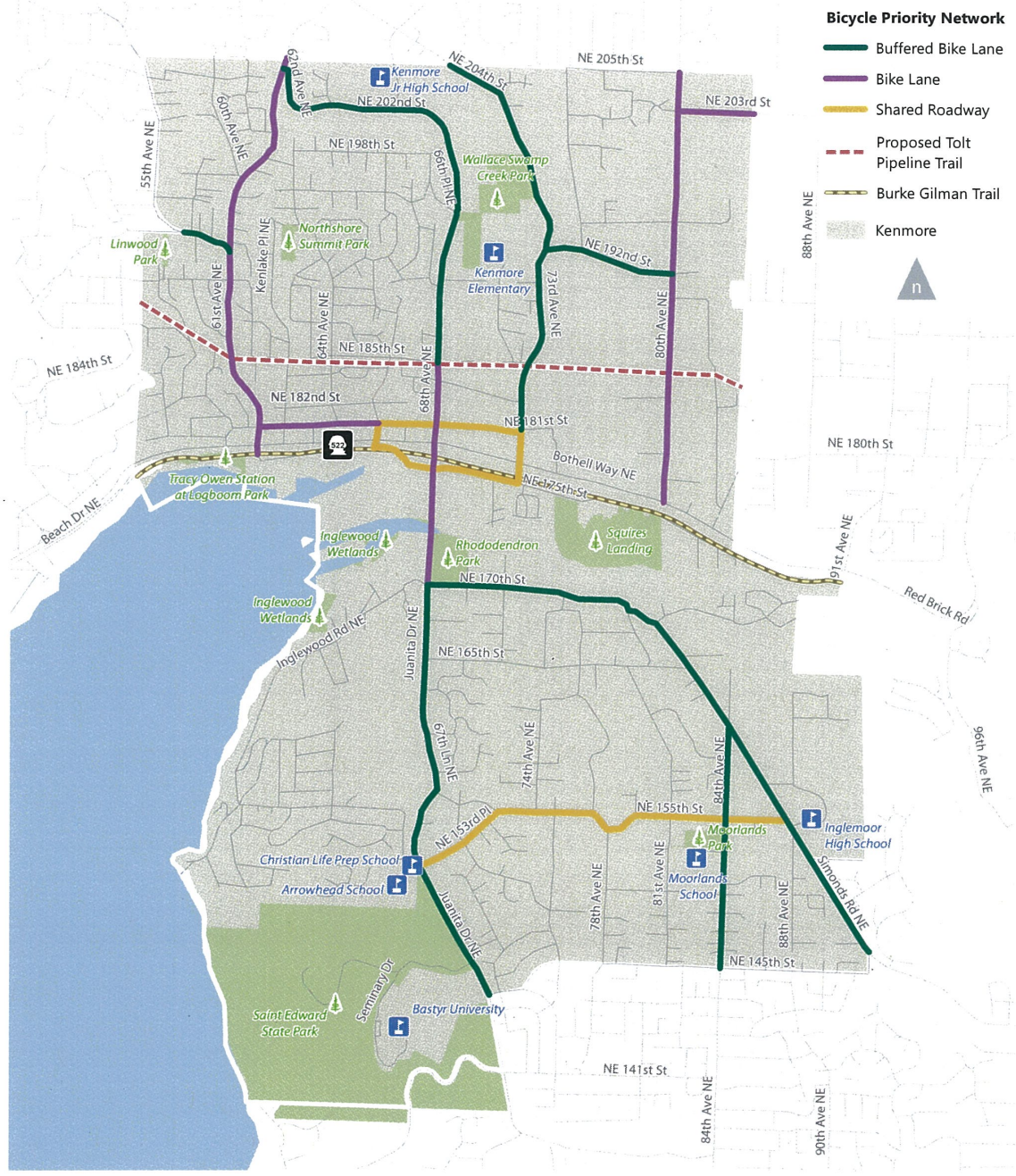


Figure 16.

Bicycle Priority Network - Green Standard

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig16_bicycleGreenStandard.mxd

FEHR & PEERS

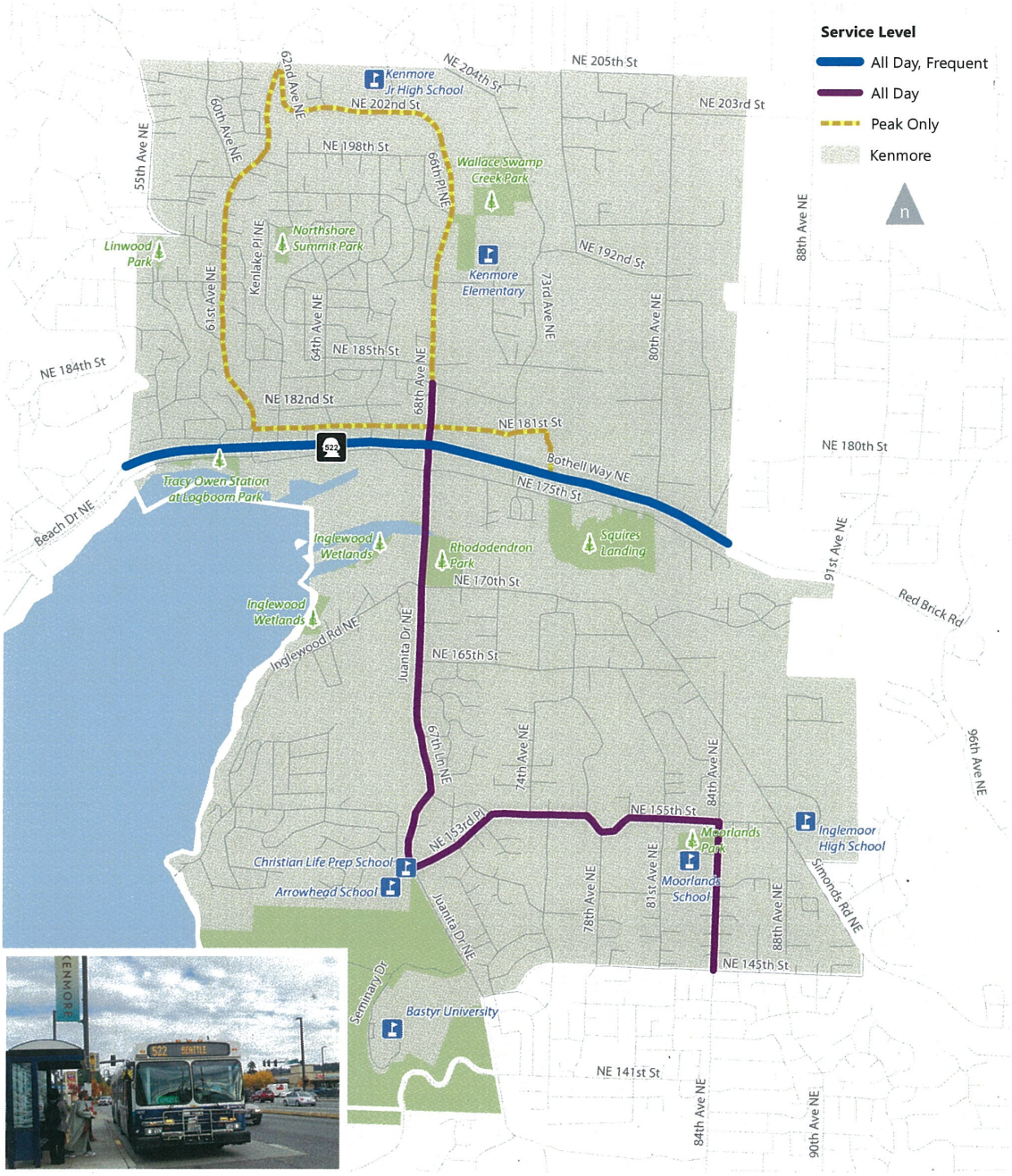


Figure 17.

Transit Priority Network

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig16_transit_priority.mxd

FEHR & PEERS

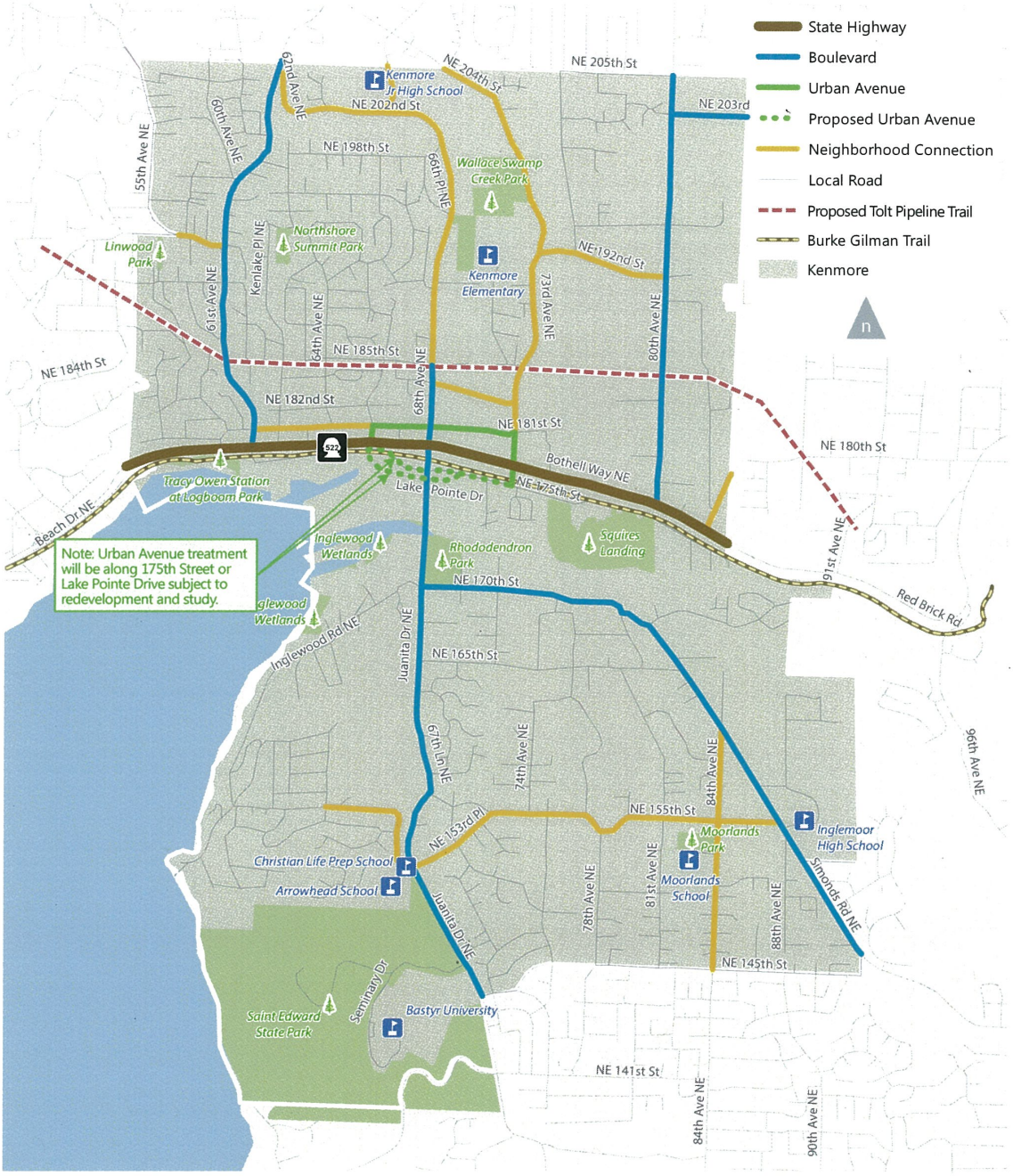


Figure 18.

City's Layered Network

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig14_lyrNet.mxd

FEHR PEERS

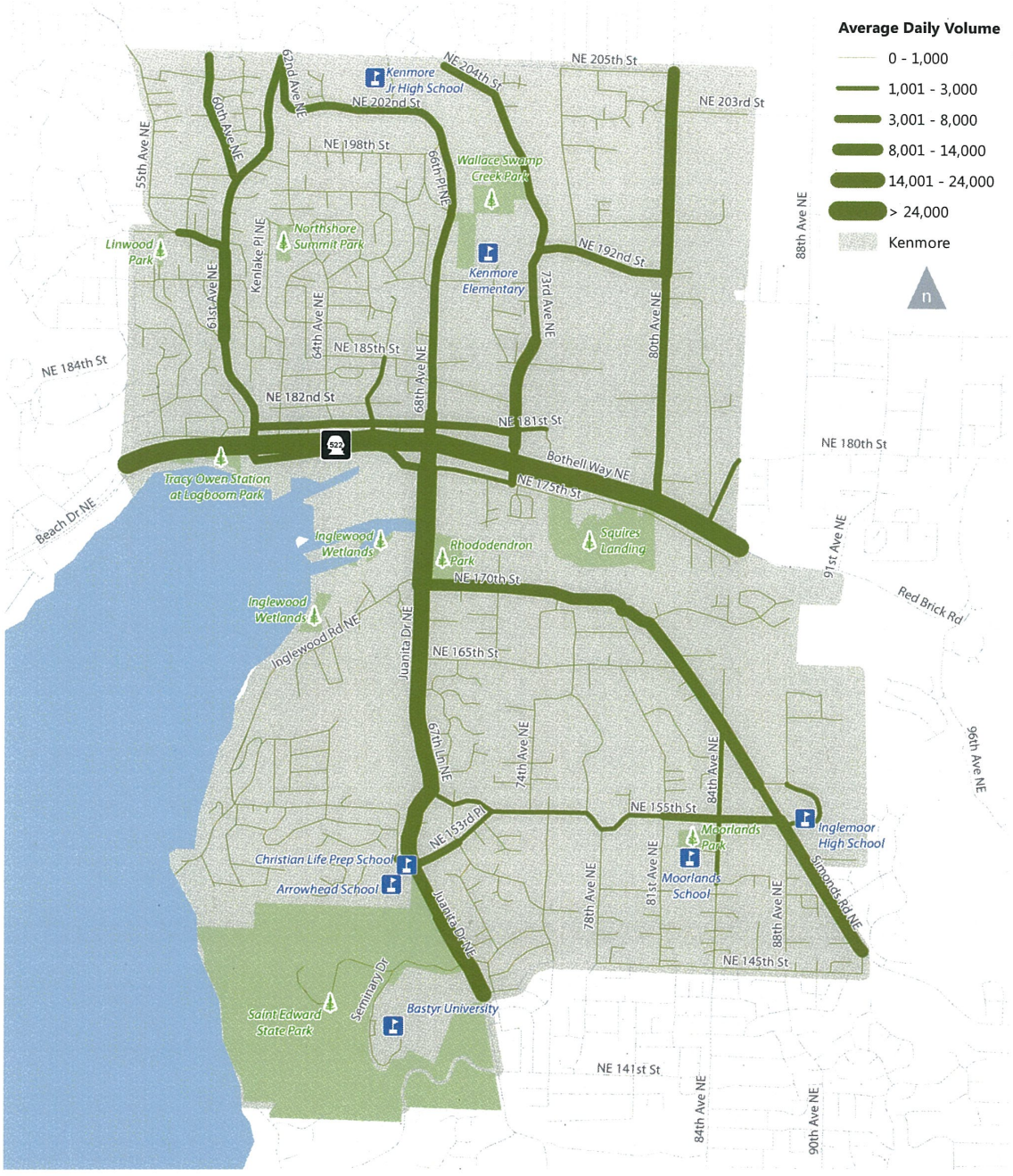


Figure 19.

Future Traffic Volumes

\\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig19_intVols35.mxd

FEHR & PEERS

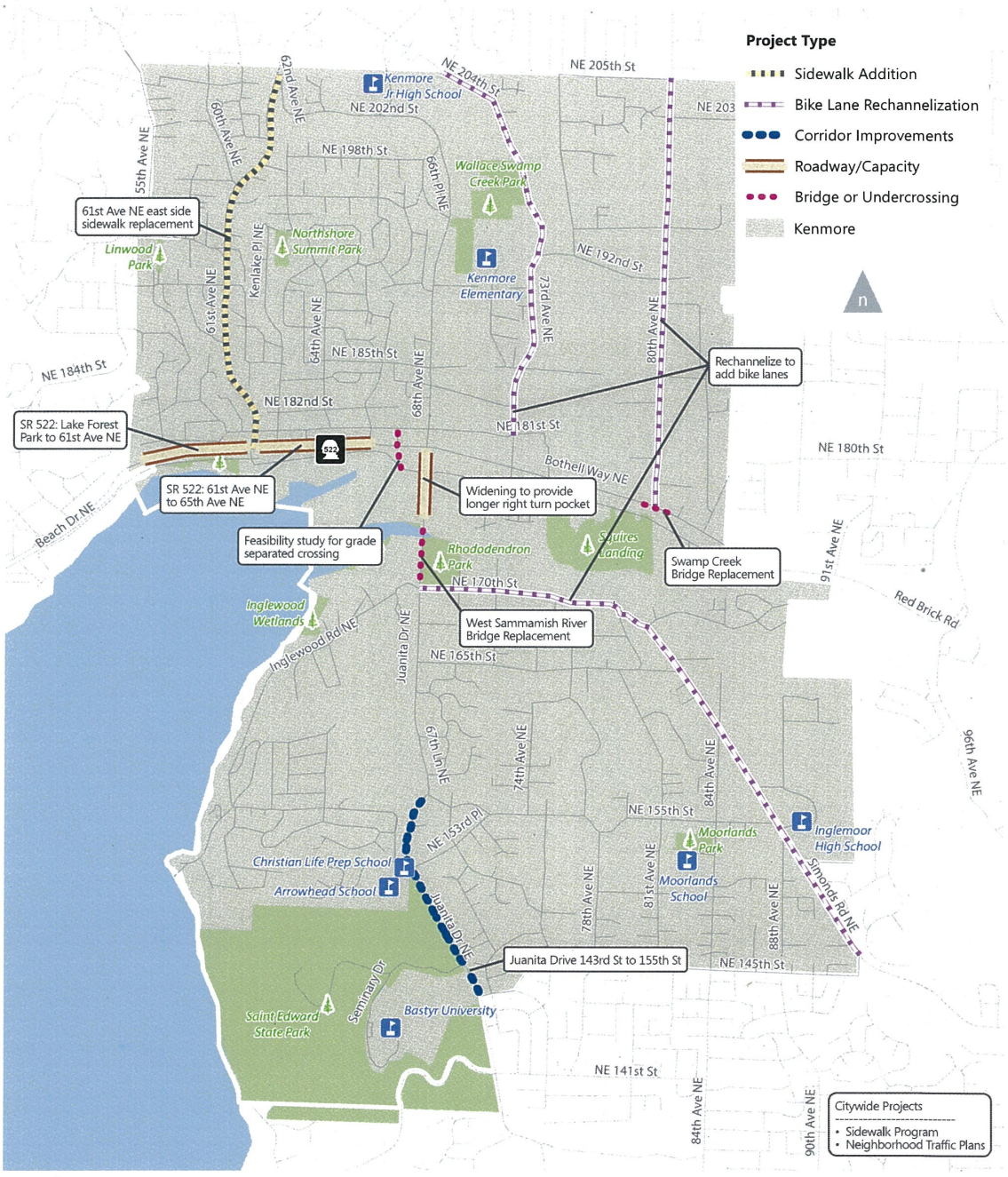


Figure 20.

Six-Year Project List

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig20_6_yr_prj_list.mxd

FEHR & PEERS

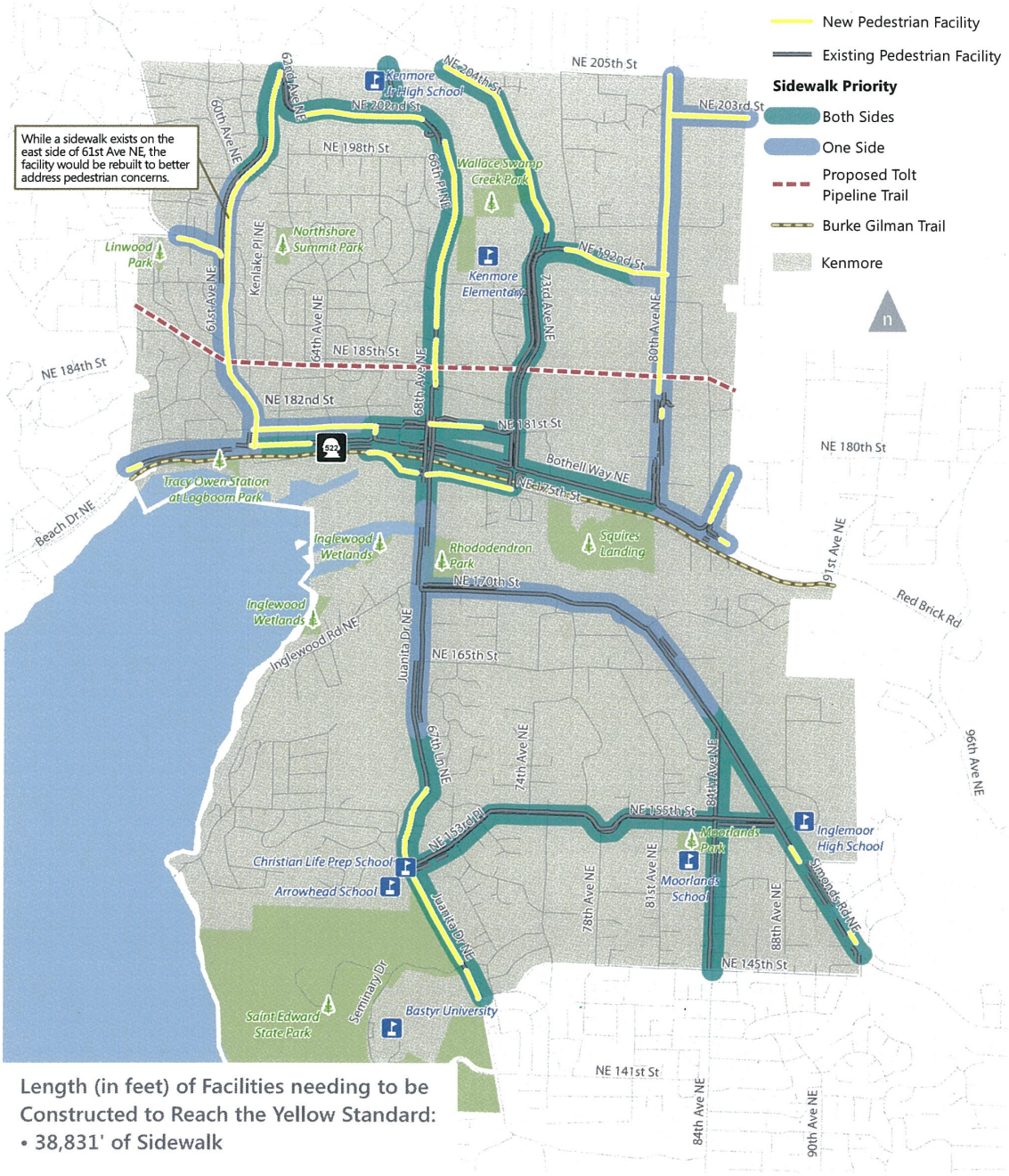


Figure 21.

Sidewalk Priority Network - Yellow Standard

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig21_sidewalkYellowStandard.mxd

FEHR & PEERS

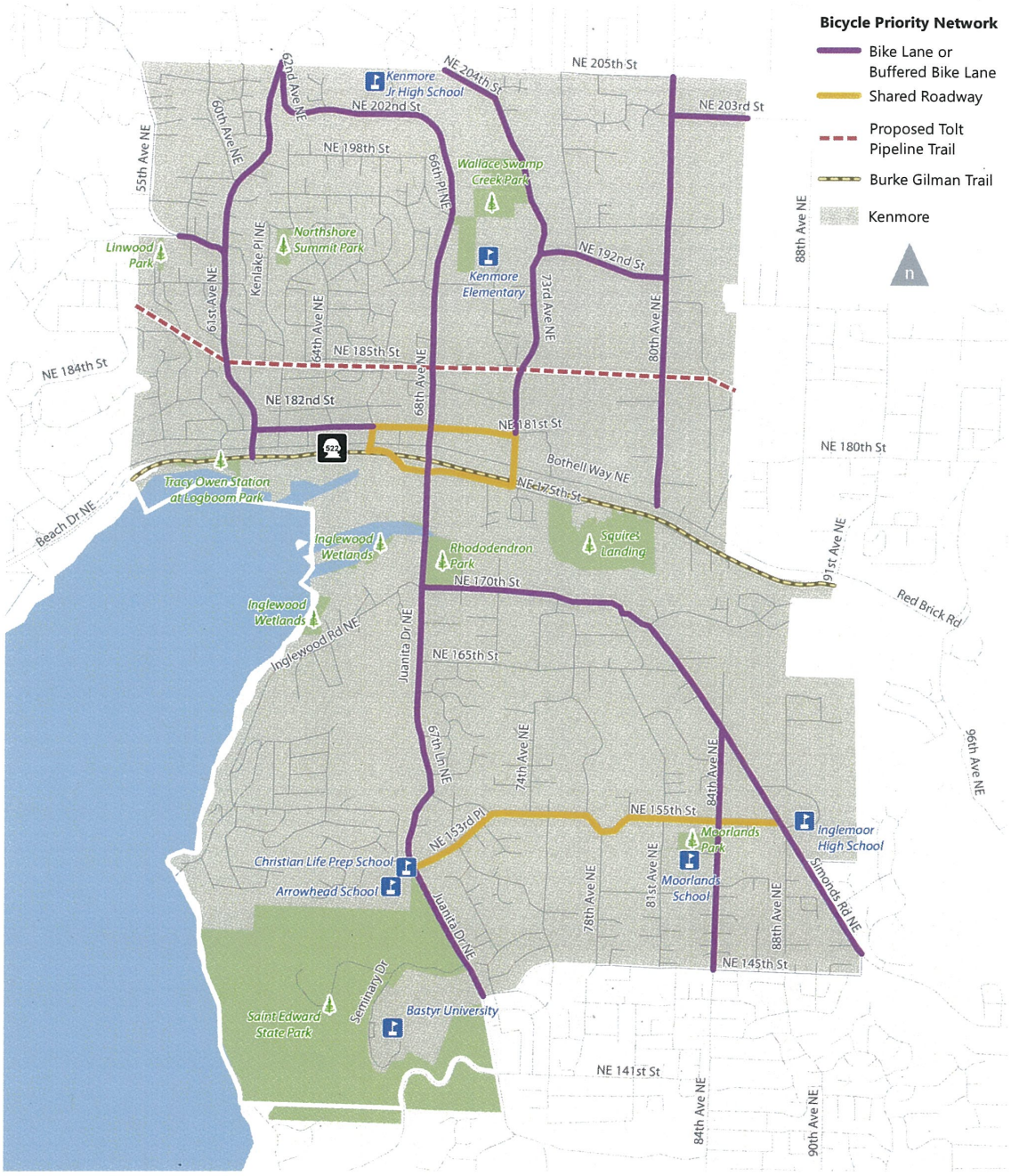


Figure 22.

Bicycle Priority Network - Yellow Standard

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig22_bicycleYellowStandard.mxd

FEHR & PEERS

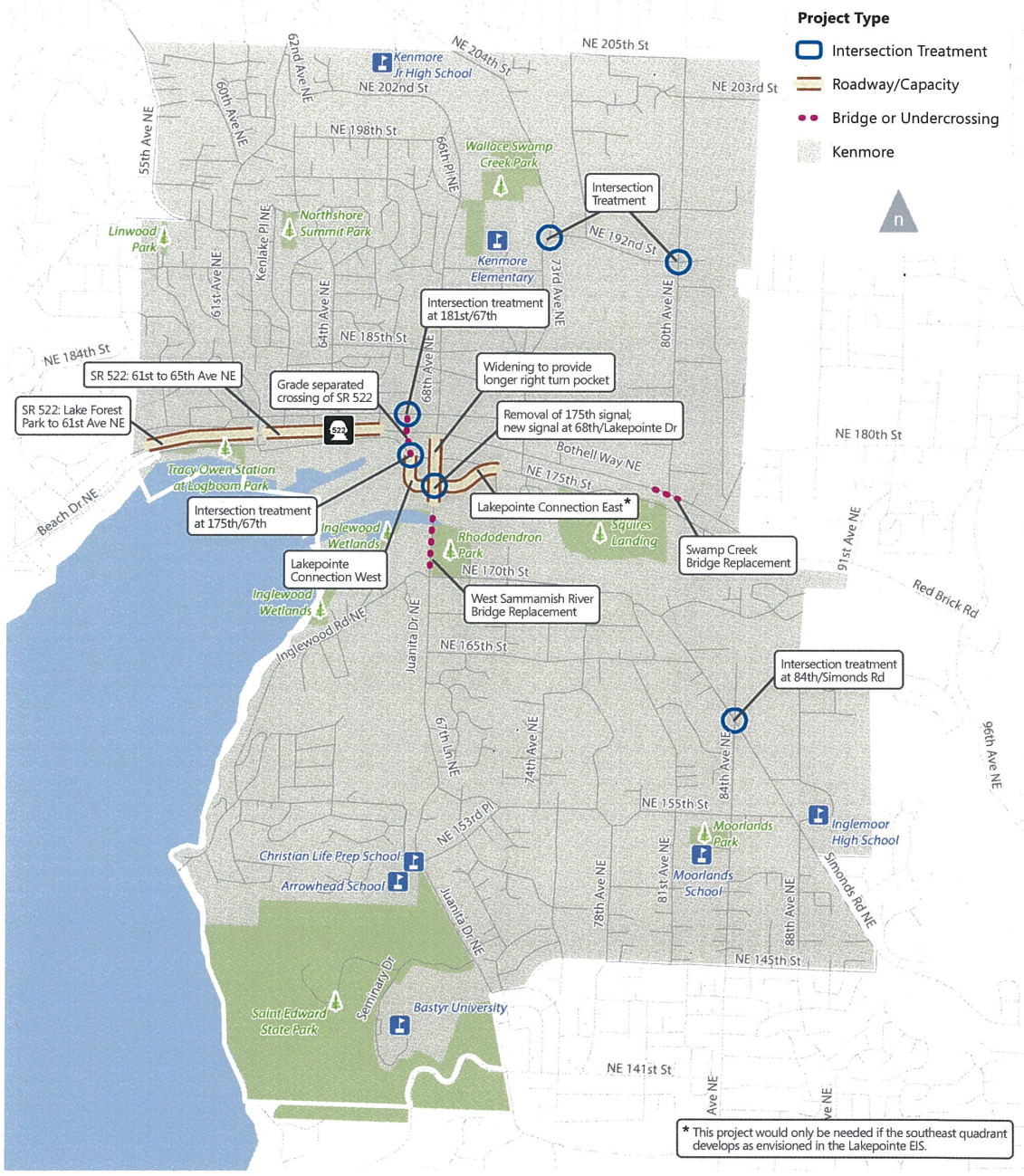


Figure 23.

Draft Auto Project List

Document Path: \\Fpse03\fpse2\Data2\2013Projects\SE13-0301.04_Kenmore_TE_TO4\Graphics\MXD\fig23_DraftAutoProjectsList.mxd

FEHR PEERS

City of Kenmore
Transportation Element

November 2014

Some photos in this document courtesy of: Livable Walkable Communities

EXHIBIT 2

SURFACE WATER ELEMENT

INTRODUCTION

The Surface Water Element of the Comprehensive Plan consists of goals, objectives and policies relevant to the management of the City's municipal separate storm sewer system (MS4), private surface water systems and natural surface water systems (i.e. streams, wetlands and shoreline). Surface Water Management is an interdisciplinary practice and many of the policies and programs discussed in this element affect other Comprehensive Plan Elements. This element provides guidance for the overall surface water management program, which expands beyond this element.

PLANNING REQUIREMENTS

The Growth Management Act (GMA) does not require a surface water management element for comprehensive plans. However, components of surface and storm water management are referenced in other elements, including land use, capital facilities, transportation, parks and recreation, natural environment and shoreline. State regulations allow the City to include this as an optional element because it deals with environmental protection, natural resource lands, design and natural hazard reduction and supports the implementation of other elements.

The GMA also requires that cities and counties develop county-wide planning policies to ensure consistency between regionally connected comprehensive plans. King County Countywide Planning Policies (CPP) identify policies relevant to surface and storm water management including the encouragement of low impact development, managing natural drainage systems and designing new developments and transportation systems that create and integrate natural drainage systems. This element supports the policies of the CPP.

BACKGROUND

The City of Kenmore is predominantly covered by six drainage basins, which include Lake Washington, Sammamish River, Swamp Creek and its tributaries, Tributary 0056, Tributary 0057 and Tributary 0222. A drainage basin is a watershed in which rain falling at higher elevations flows to lower elevations and converge into one major water body (i.e. a stream or lake). These drainage basins developed rapidly after the mid-1970s, and much of the development occurred without the benefit of adequate surface water management. As a result of clearing and grading combined with the creation of impervious surfaces, widespread drainage problems have occurred. A contributing factor to many of the drainage problems that continue to plague the City of Kenmore involve the fact that the City is at the lowest elevation and receiving end of most of its drainage basins, including its two largest drainage basins, Swamp Creek and Sammamish River. The City's Surface Water Master Plan contains more detailed descriptions of these drainage basins and how they are managed.

In an effort to manage surface water more effectively, the City drafted its first Surface Water Element of the Comprehensive Plan in March of 2001. This element, along with the City's first Surface Water Management Plan created at the same time, provided the framework for how

surface water management issues would be addressed, including water quality, development, maintenance and operations of surface water systems and localized flooding issues, such as Swamp Creek along 73RD AVE NE.

The 2001 surface water element has remained unchanged until this update and the Surface Water Management Plan received one update in 2008. Surface water management regulations and standards have changed significantly since 2001 and the City has made significant advancements with its surface water management programs. The following timeline provides a brief summary of the major surface water management milestones for the City.

- Adoption of Title 13 Kenmore Municipal Code in 1998 (City Incorporation)
- Adoption of the 2001 Surface Water Element of the Comprehensive Plan
- Adoption of the 2001 Surface Water Management Plan (including CIP)
- Implementation of the 2007 – 2012 Western Washington Phase II Municipal Stormwater Permit (National Pollutant Discharge Elimination System and State Waste Discharge General Permit)
- Adoption of the 2008 Surface Water Management Plan Update (including CIP)
- Adoption of Chapter 13.40 Kenmore Municipal Code update
- Adoption of 2009 King County Surface Water Design Manual
- Adoption of Chapter 13.45 Kenmore Municipal Code update
- Adoption of 2009 Stormwater Pollution Prevention Manual
- Implementation of the 2012 – 2013 Western Washington Phase II Municipal Stormwater Permit (National Pollutant Discharge Elimination System and State Waste Discharge General Permit)
- Implementation of the 2013 – 2018 Western Washington Phase II Municipal Stormwater Permit (National Pollutant Discharge Elimination System and State Waste Discharge General Permit)
- Currently updating the 2014 Surface Water Master Plan (including CIP 2014/2015)
- Currently updating Chapter 13.40 Kenmore Municipal Code (2014/2015)

As the City's surface water management program matures, many of the same issues continue to challenge the City today as they did at the City's incorporation in 1998. High volumes of polluted runoff continue to flood streams and lakes resulting in localized flooding issues and degraded aquatic systems. Through the objectives and policies stated in this element, and the programs referenced therein, the City's goal is to develop, maintain, manage and improve a surface water system that serves the community, enhances the quality of life and protects the environment. While the City's goal remains relatively unchanged since 2001, the implementation strategies have and are provided in this element update.

GOALS, OBJECTIVES AND POLICIES

GOAL **DEVELOP, MAINTAIN, MANAGE AND IMPROVE A SURFACE WATER SYSTEM THAT SERVES THE COMMUNITY, ENHANCES THE QUALITY OF LIFE AND PROTECTS THE ENVIRONMENT.**

Surface water systems include constructed components, both public and private, and natural systems, which include streams, wetlands, ground water, Sammamish River and Lake Washington. The City strives to meet the needs of development, economic growth, transportation and recreation while protecting and enhancing a healthy aquatic environment. The following objectives and policies help the City achieve this goal.

OBJECTIVE SW 1 **EFFECTIVELY MANAGE THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND PRIVATE SURFACE WATER SYSTEMS IN A MANNER THAT REDUCES FLOODING, MAINTAINS WATER QUALITY AND PROTECTS THE NATURAL ENVIRONMENT.**

Policy SW 1.1 Comply with the current Western Washington Phase II Municipal Stormwater Permit (National Pollutant Discharge Elimination System and State Waste Discharge General Permit).

Policy SW 1.2 Implement and update as necessary the City's Stormwater Management Program Plan, which describes the City's programs for public education & outreach, public involvement & participation, illicit discharge detection & elimination, controlling runoff from new development, redevelopment & construction sites, municipal operations & maintenance and total maximum daily load.

Policy SW 1.3 Adopt and implement an approved Surface Water Design Manual, as needed, which is equivalent to the current Washington State Department of Ecology Stormwater Management Manual for Western Washington.

Policy SW 1.4 Where feasible, the City will make low impact development (LID) the preferred and commonly-used approach to site development. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning and distributed stormwater management practices that are integrated into a project design.

Policy SW 1.5 Implement a Capital Improvement Program that maintains and improves the MS4 in a manner that enhances and protects the City's natural environment, mitigates flooding problems, improves water quality, promotes a reliable and safe transporation network and provides the community a safe and healthy place for living, working and recreation.

Policy SW 1.6 In an effort to protect public resources, water quality and reduce flooding, the City manages private surface water systems by providing inspections, education, technical assistance and, if necessary, enforcement action to private property owners within the City. The City does not operate or maintain privately owned surface water systems unless that system has been formally accepted by the City and is located within the right-of-way or within a tract or easement dedicated to the City for the purpose of operating and maintaining said system.

Policy SW 1.7 Seek opportunities to design and implement surface water management facilities that are functional, serve as amenities, and serve multiple purposes such as those described in the Parks Element of the City of Kenmore Comprehensive Plan.

Policy SW 1.8 Participate in the Regional Stormwater Monitoring Program (RSMP), which includes effectiveness monitoring of stormwater management program activities and source identification information repository.

OBJECTIVE SW 2 PROTECT, MAINTAIN, ENHANCE AND RESTORE NATURAL SURFACE WATER SYSTEMS

Policy SW 2.1 Support shoreline management policies outlined in the Shoreline Element of the City of Kenmore Comprehensive Plan, which strive to preserve, protect and enhance the City's abundant shoreline habitat.

Policy SW 2.2 Support natural environment policies outlined in the Natural Environment Element of the City of Kenmore Comprehensive Plan, which include protection of wetlands, plants and wildlife, maintaining and promoting a diversity of species and habitat, participation in Watershed Resource Inventory Area 8 (WRIA 8) and using low impact development best management practices.

Policy SW 2.3 Implement critical and sensitive area regulations that protect and enhance surface waters, which may include but are not limited to buffers, setbacks, erosion and sediment control, mitigation, State Environmental Policy Act (SEPA) compliance, Hydraulic Permit Approval (HPA) compliance and compliance with any other applicable local, state and federal requirements.

Policy SW 2.4 Protect, enhance and restore flood storage, conveyance functions and ecological values of floodplains, wetlands and riparian corridors through the development and implementation of capital improvement projects, studies and plans. Current and past efforts can be found in more detail in the Surface Water Master Plan and Capital Improvement Program Plan.

Policy SW 2.5 Promote and support opportunities for public involvement and participation, which may include but are not limited to stewardship groups, volunteer opportunities and grant partnerships.

Policy SW 2.6 Promote and support opportunities for regional coordination and watershed level management of the City's natural surface water systems. Kenmore often contains only a portion, and in some cases a very small portion, of the natural surface water systems that pass through the City. The City will actively pursue coordination with upstream jurisdictions and partners to manage these natural resources and share responsibility.

Policy SW 2.7 Participate in the Regional Stormwater Monitoring Program (RSMP), which includes status and trends monitoring in receiving waters.

IMPLEMENTATION STRATEGIES

The City must implement the 2013 – 2018 Western Washington Phase II Municipal Stormwater Permit issued by Washington State Department of Ecology. Major compliance milestones for the City during this implementation period include:

- Participate in the regional stormwater monitoring program (RSMP) by August 14, 2014
- Update the City's Swamp Creek Total Maximum Daily Load (TMDL) Quality Assurance Project Plan (QAPP) by February 2, 2015 and begin implementation by August 1, 2015.
- When feasible, make low impact development the preferred and commonly-used approach to site development by December 31, 2016. This process will impact many City departments, including land development, planning, transportation and parks. To achieve this requirement, coordination between departments will be required as codes, standards and policies are updated.
- Adoption of a Surface Water Design Manual that is equivalent to the 2012 Stormwater Management Manual for Western Washington and approved by the Washington State Department of Ecology by December 31, 2016.
- Field screening of 40% of the City's MS4 by December 31, 2017.

Swamp Creek sedimentation and flooding issues continue to persist in the City, particularly in the wetland areas located downstream of the 73RD AVE NE bridge. The City will continue to investigate options to manage Swamp Creek, including:

- Investigate capital improvement project options to mitigate sedimentation and flooding issues within Swamp Creek.
- Seek regional collaboration with other Swamp Creek basin partners to address flooding and sedimentation issues occurring in Kenmore.

Three of the primary methods for implementing the Surface Water Element are implementation of the Surface Water Master Plan, Title 13 of the Kenmore Municipal Code and the surface water capital improvement program. All three are being updated in 2014/2015.

SUPPORTING DOCUMENTATION

Additional documentation which provides more detailed information regarding how the Surface Water Element goal is implemented can be found in the following documents. City produced documents are available on the City's webpage or at City Hall. Other documents are available through the organization's webpage that produced them.

Surface Water Master Plan

Previous versions of this document have been titled the "Surface Water Management Plan" but it is now titled "Surface Water Master Plan" to avoid confusion with the "Stormwater Management Plan", which is a document required as part of the City's Western Washington Phase II Municipal Stormwater Permit. Components of this document include:

- An overview of the City's Surface Water Management programs
- An overview of surface water regulatory framework
- An overview of City's drainage basins
- An overview of the Capital Improvement Program
- An analysis of current surface water program needs (gap analysis)
- An implementation plan to address identified gaps in programs

Stormwater Management Program Plan

This document accompanies the City's Western Washington Phase II Municipal Stormwater Permit report, which is typically submitted to the Washington State Department of Ecology annually. It describes and updates the following surface water programs as they pertain to the Permit:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination (IDDE)
- Controlling Runoff from New Development, Redevelopment and Construction Sites
- Municipal Operations and Maintenance (O&M)
- Total Maximum Daily Load (TMDL)

Kenmore Illicit Discharge Detection and Elimination Program Manual

This guidance document describes how the City implements IDDE related policies and procedures and is updated as needed. It includes information regarding:

- Surface Water Mapping
- Water Quality Regulations
- IDDE Procedures

- Outfall Reconnaissance Inventory
- Field Screening

Kenmore Operations & Maintenance Practices and Policies Manual

This guidance document describes how the City implements operations and maintenance related policies and procedures and is updated as needed. It includes information regarding:

- Maintenance standards
- Inspection programs
- Facility maps
- Best Management Practice (BMP) worksheets for general maintenance activities
- Public lands map and associated BMP worksheets for typical maintenance activities (includes parks, right-of-way and real properties)
- Stormwater Pollution Prevention Plan (SWPPP) for maintenance yards
- Training
- Nutrient Management Plan
- Integrated Pest Management Plan
- Surface Water Operations and Maintenance Contracts Summary

Surface Water Design Manual

At the time of this update, the City has adopted the 2009 King County Surface Water Design Manual. The City will adopt, as needed, a surface water design manual equivalent to the current Washington State Department of Ecology Stormwater Management Manual for Western Washington. This manual provides requirements and standards for designing and constructing surface and storm water management systems, which includes information regarding, but is not limited to:

- Drainage Review and Requirements
- Drainage Plan Submittal
- Hydrologic Analysis and Design
- Conveyance System Analysis and Design
- Flow Control Design
- Water Quality Design
- Low Impact Development Design
- Maintenance Requirements
- Erosion & Sediment Control Standards

Roads Standards Manual

At the time of this update, the City has adopted the 1993 King County Road Standards Manual. The City is currently working on producing a new City of Kenmore Road Standards Manual. This manual provides specifications and drawings for designing and constructing drainage infrastructure, including but not limited to catch basins, manholes, frames, grates, ditches and flow control structures.

Title 13 Kenmore Municipal Code (Utilities and Public Works)

Kenmore Municipal Code is the codification of all the City's ordinances, which provides the regulatory framework that the City operates within. Surface water management is addressed in three chapters of Title 13, which include:

- Chapter 13.35 Surface Water Runoff Policy
- Chapter 13.40 Surface Water Management Program
- Chapter 13.45 Water Quality

Integrating LID into Local Codes: A Guidebook for Local Governments

This document (which is referenced in the 2013-2018 Western Washington Phase II Municipal Stormwater Permit) provides guidance for reviewing, revising and making effective the City's development-related codes, rules, standards or other enforceable documents to incorporate and require LID principles and BMPs. The City is required to perform a similar review and revision process for LID code integration outlined in this guidance document, which was produced by the Puget Sound Partnership.

LID Technical Guidance Manual for Puget Sound

This guidance document, produced by Washington State University and Puget Sound Partnership, provides technical guidance regarding the assessment, planning, design, construction and maintenance of LID BMPs. This document will provide the City technical guidance as LID BMPs are integrated into development standards, codes and regulations.

SURFACE WATER FACILITIES CAPITAL IMPROVEMENTS
CITY OF KENMORE
(All numbers are times $1,000)

PROJECT DETAIL	2015	2016	2017	2018	2019	2020	2021-2035	TOTAL
Little Swamp Creek Culvert Replacement at 192ND ST (SW-19)								
Cost	395							395
Rev – SWM Utility	95							95
Rev - Grant	300							300
0056 Culvert Replacement and Repairs at 190TH ST (SW-08)								
Cost		1,111						1,111
Rev – SWM Utility		111						111
Rev – Other		1,000						1,000
Surface Water Component of SR 522 Corridor Improvement Project – West A								
Cost		634						634
Rev – SWM Utility		139						139
Rev - Grant		495						495
Tributary 0056 Evaluation (SW-21)								
Cost	100							100
Rev – SWM Utility	100							100
Ditch Rehabilitation (SW-27)								
Cost	68							68
Rev – SWM Utility	68							68
Tributary 0057 Evaluation (SW-22)								
Cost	12	13						25
Rev – SWM Utility	12	13						25
Sammamish Tributary 02 Evaluation (SW-24)								
Cost	12	13						25
Rev – SWM Utility	12	13						25
Small Works Projects								
Cost	50	50	50	50	50	50	700	1,000
Rev – SWM Utility	50	50	50	50	50	50	700	1,000
Strawberry Hills Surface Water Facility Retrofit (SW-25)								
Cost			153	307				460
Rev – SWM Utility			153	307				460
Wallace Swamp Creek Park Pond Beaver Management (SW-23)								
Cost				42	54			96
Rev – SWM Utility				42	54			96
Little Swamp Creek Relocation (SW-17)								
Cost					350	326	598	1,274
Rev – SWM Utility					88	82	150	320
Rev – Grant TBD					262	244	448	954
Northlake Heights LID Retrofit (SW-28)								
Cost							1,588	1,588
Rev – SWM Utility							397	397
Rev – Grant TBD							1,191	1,191
Juanita Drive Surface Water Facility Retrofit (SW-26)								
Cost							698	698
Rev – SWM Utility							698	698
Summary of Costs & Revenues								
Total Costs	638	1,821	203	399	454	376	3,584	7,474
Total Revenue – SWM Utility	338	326	203	399	192	132	1,945	3,534
Total Revenue – Other	300	1,495			262	244	1,639	3,940

EXHIBIT 3

Comprehensive Plan Land Use Element Amendments

- Amend third bullet point in section titled "Future Land Use" as follows:

  - **Phasing out of Heavy Manufacturing and Industrial Uses in favor of Mixed Uses (commercial and residential) and Light Manufacturing.** Heavy manufacturing and ~~I~~industrial uses would be phased out over time through market forces, and mixed uses and light manufacturing would replace them.

- Amend Policy LU-2.1.2 subsection a. as follows:

Policy LU-2.1.2 Implement a range of residential, commercial, and public land use classifications:

a. Table of Districts and Densities. Utilize the following table to establish land use districts and basic and maximum densities allowed in the City.

LAND USE/ZONE DISTRICT	BASE DENSITY/ MAXIMUM DENSITY WITH BONUS
Residential 1 Dwelling Unit Per Acre (R-1)	1 (4)[1]
Residential 4 Dwelling Units Per Acre (R-4)	4 (6)
Residential 6 Dwelling Units Per Acre (R-6)	6 (9)
Residential 8 Dwelling Units Per Acre (R-8)	8 (12)
Residential 12 Dwelling Units Per Acre (R-12)	12 (18)
Residential 18 Dwelling Units Per Acre (R-18)	18 (27)
Residential 24 Dwelling Units Per Acre (R-24)	24 (36)
Downtown Residential	48 to 72 (72)
Neighborhood Business (NB)	8 (12)
Community Business (CB)	24 (36)

[1] In the R-1 zone, the base density of 1 unit per acre may be transferred onsite to less constrained property. The bonus indicated in parentheses may only be transferred off-site to a density receiving area such as the Downtown. Bonus criteria are subject to requirements of the Kenmore Municipal Code.

LAND USE/ZONE DISTRICT	BASE DENSITY/ MAXIMUM DENSITY WITH BONUS
Waterfront Commercial (WC)	48 (72)
Urban Corridor (UC)	48 (72)
Regional Business (RB)	~~36 (48)~~48 (72)
Downtown Commercial	48 to 72 (72)
Public and Private Facilities (PPF)	n/a
Special Study Area	Special District

- Amend Policy LU-2.1.2 subsection b. for Regional Business as follows:

  - Regional Business: The purposes of the Regional Business District include to provide for the broadest mix of ~~comparison~~ retail, office, wholesale, and service ~~and recreation/cultural~~ uses, with compatible storage and ~~fabrication~~ light manufacturing uses, serving regional market areas and offering significant employment opportunities. These purposes are accomplished by supporting existing businesses, while encouraging compact and mixed-use development that is supportive of transit and pedestrian travel for the future. ~~allowing for regional shopping areas and limited fabrication uses, and concentrating large-scale commercial and office uses are to facilitate the efficient provision of public facilities and services.~~ Industrial and heavy manufacturing uses are no longer appropriate in this district.

- Amend Policy LU-2.1.2 subsection b. to add additional district descriptions as follows:

  - Waterfront Commercial: The purpose of the Waterfront Commercial District is to focus on existing water-dependent uses, but also to allow eating and drinking places, temporary lodging and other uses to support marina and airport development. Compatible light manufacturing would be appropriate. Office and mixed use multifamily development are desirable for the future.

  - Urban Corridor: The Urban Corridor District is located along SR-522. The overall vision is to convert the area on the south side of the highway from a commercial strip corridor to an area of primarily office and multifamily development, taking advantage of lake views and proximity to transit.

    On the north side of the highway, west of downtown, the area would continue to be a mix of restaurant, retail and service uses, with additional opportunities for office and mixed use multifamily development.

East of downtown, portions of the district (nearest the transit center) would be an enterprise zone, allowing for a wide range of commercial uses, including bulk retail, as well as standalone multifamily development. Farther to the east, near the city limits, office and multifamily uses are envisioned.

New auto-oriented businesses would be prohibited throughout the district.

- Amend Policy LU-2.2.2 as follows:

Policy LU-2.2.2 ~~Review existing P-suffix conditions on properties for inclusion into the City's development regulations as follows: a) If P-suffix conditions are adequately covered in existing code or if they conflict with the Comprehensive Plan, they should be deleted; b) If P-suffix conditions implement policies in the Comprehensive Plan, then regulations should be developed and P-suffix conditions should be deleted.~~ To provide flexibility as times and development conditions change, address possible amendments to the P-suffix and special district overlay requirements through the development agreement process. If development standards are modified or eliminated, offsetting public benefits must be provided.

- Amend Policy LU-2.3.2 as follows:

Policy LU-2.3.2 Apply minimum density requirements to ~~all~~ residential and mixed-use zones of twelve or more homes per acre when consistent with the vision for a given zone.

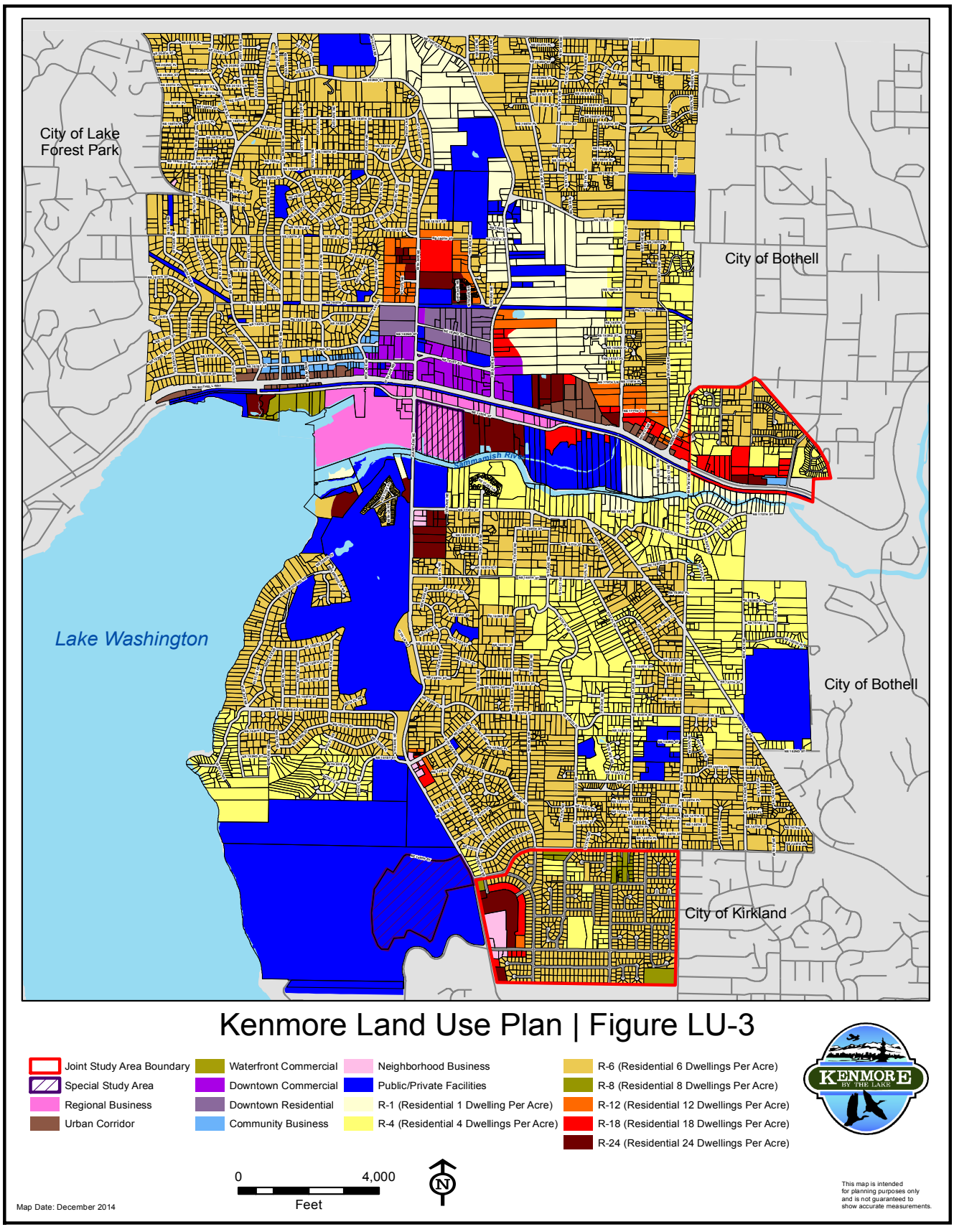

City of Lake Forest Park
City of Bothell
Lake Washington
City of Bothell
City of Kirkland
Kenmore Land Use Plan | Figure LU-3
Joint Study Area Boundary
Special Study Area
Regional Business
Urban Corridor
Waterfront Commercial
Downtown Commercial
Downtown Residential
Community Business
Neighborhood Business
Public/Private Facilities
R-1 (Residential 1 Dwelling Per Acre)
R-4 (Residential 4 Dwellings Per Acre)
R-6 (Residential 6 Dwellings Per Acre)
R-8 (Residential 8 Dwellings Per Acre)
R-12 (Residential 12 Dwellings Per Acre)
R-18 (Residential 18 Dwellings Per Acre)
R-24 (Residential 24 Dwellings Per Acre)
KENMORE
BY THE LAKE
0
4,000
Feet
N
Map Date: December 2014
This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

EXHIBIT 4

Comprehensive Plan Economic Development Sub- Element Amendments

- Eliminate Policy LU-25.2.4 as follows:

~~**Policy LU-25.2.4** Allow existing industrial developments to continue and make modest investment in their businesses until such time as market forces lead to commercial or mixed-use redevelopment opportunities.~~

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 14-0391

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE ZONING CODE AND ZONING MAP; AMENDING TITLE 18 OF THE KENMORE MUNICIPAL CODE TO ADD AND AMEND LAND USE DEFINITIONS, ADD TWO NEW ZONING DISTRICTS, AMEND THE EXISTING REGIONAL BUSINESS ZONING DISTRICT, AND MAKE RELATED ZONING AMENDMENTS; AMENDING THE SITE PLAN REVIEW REQUIREMENT MAP; AMENDING THE OFFICIAL ZONING MAP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, over the past two years, the City's Planning Commission has reviewed and revised the vision, land uses and development expectations for the Regional Business zoning district; and

WHEREAS, throughout this update and revision process, a concerted effort has been made to generate public involvement, including holding public open houses and property-owner meetings; creating a comprehensive and regularly-updated web page; sending mailings to all property owners, tenants and neighbors of the Regional Business zoning district; and maintaining a large mailing list in order to keep interested parties informed; and

WHEREAS, the Planning Commission held a public hearing on the Regional Business zoning amendments on September 9, 2014; and

WHEREAS, on October 28, 2014, the Planning Commission presented its preliminary recommendations for proposed Zoning Code and Zoning Map amendments to the City Council; and

WHEREAS, on October 28, 2014, November 17, 2014, and November 24, 2014, the City Council considered the Planning Commission's recommendations, and on December 8, 2014 held a public hearing; and

WHEREAS, the City Council finds that the proposed amendments meet the criteria found in KMC Section 19.20.090; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act has issued a determination of non-significance for the amendments; and

WHEREAS, the Washington State Department of Commerce was notified regarding the proposed amendments pursuant to RCW 36.70A.106;

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

Section 1. Findings Adopted. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full.

Section 2. Amendments to Title 18 (Zoning Code) of the City of Kenmore Municipal Code. The City Council amends certain sections of Title 18, as set forth in Exhibit 1, attached hereto and incorporated by reference.

Section 3. Site Plan Review Requirement Map Adopted. The City Council adopts the revised Site Plan Review Requirement Map, attached hereto as Exhibit 2 and incorporated by reference.

Section 4. Map Adopted. The City Council adopts the revised Official Zoning Map, attached hereto as Exhibit 3 and incorporated by reference.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___TH DAY OF _____, 2014.

CITY OF KENMORE

_____
David Baker, Mayor

ATTEST/AUTHENTICATED:

_____
Patty Safrin, City Clerk

Approved as to form:

_____
Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:

Ordinance No.:
Date of Publication:
Effective Date:

EXHIBIT 1

Title 18

ZONING

Chapter 18.10

AUTHORITY, PURPOSE, INTERPRETATION AND ADMINISTRATION

- *Amend Section 18.10.030 as follows:*

18.10.030 Purpose.

The general purposes of this title are:

A. To encourage land use decision making in accordance with the public interest and applicable laws of the State of Washington;

B. To protect the general public health, safety, and welfare;

C. To implement the comprehensive plan's policies and objectives through land use regulations;

D. To provide for the economic, social, and aesthetic advantages of orderly *development* through harmonious groupings of compatible and complementary land uses and the application of appropriate development standards;

E. To provide for adequate public facilities and services in conjunction with *development*; ~~and~~

F. To promote general public safety by regulating *development* of lands containing physical hazards and to minimize the adverse environmental impacts of *development*~~.~~; and

G.To minimize uses of land that impose *negative externalities* on persons or properties outside of the property on which the *negative externalities* are generated.

- *Add the following new section:*

18.10.073 Interpretation of land uses.

Definitions of land uses are provided in Chapter 18.20 KMC. However, to help with administrative interpretations of land uses, the North American Industry Classification System (NAICS) land use codes and exceptions to them have been included with the definitions to provide general guidance. Strict compliance with NAICS is not mandatory. All references to NAICS are to the titles and descriptions found in the 2012 U.S. NAICS Manual prepared by the United States Office of Management and Budget, as amended. NAICS categorizes each land use under a 2- through 6-digit hierarchical classification system. Each digit in the code is part of a series of progressively narrower categories, and more digits in the code signify greater classification detail.

Chapter 18.15

ZONES, MAPS AND DESIGNATIONS

- *Amend Section 18.15.010 as follows:*

18.15.010 Zones and map designations established.

In order to accomplish the purposes of this title, the following zoning designations and zoning map symbols are established:

ZONING DESIGNATIONS	MAP SYMBOL
Residential	R (base density in dwellings per acre)
Neighborhood Business	NB
Community Business	CB
Downtown Residential	DR
Downtown Commercial	DC
Urban Corridor	UC
Waterfront Commercial	WC
Regional Business	RB
Public and Semi-Public	PSP
Parks	P
Golf Course	GC
Property-Specific Development Standards	P-suffix
Special District Overlay	SO

- *Add the following new section:*

18.15.067 Urban corridor zone.

The purpose of the urban corridor zone (UC) is to convert SR-522 from a commercial strip, focused on the automobile, to a more pedestrian- and transit-friendly urban corridor. West of downtown, the north side of the highway would continue to be a mix of restaurant, retail and service uses, with additional opportunities for office and mixed use multifamily development. The south side of the highway in this area would convert to office and multifamily development, taking advantage of lake views and proximity to transit.

East of downtown, an "enterprise zone" west of 80th Avenue NE would allow for a wide range of commercial uses, including bulk retail, as well as standalone multifamily development. Farther to the east, near the city limits, office and multifamily uses are envisioned.

New auto-oriented uses are not compatible with the intent of the urban corridor zone.

- *Add the following new section:*

18.15.069 Waterfront commercial zone.

The purpose of the waterfront commercial zone (WC) is to support water-dependent uses while allowing eating and drinking places, temporary lodging and other uses complementary to marina and air harbor development. Compatible light manufacturing is appropriate. Office and mixed use multifamily development are desirable for the future.

- *Amend Section 18.15.070 as follows:*

18.15.070 Regional business zone.

A. The purpose of the regional business zone (RB) is to provide for the broadest mix of ~~*comparison*~~ retail sales, office, wholesale, and service ~~and *recreational/cultural land*~~ *uses*, with compatible storage and ~~fabrication~~ light manufacturing *uses*, serving regional market areas and offering significant employment opportunities. These purposes are accomplished by~~:~~

~~1. Encouraging compact *development* that is supportive of transit and pedestrian travel, through higher nonresidential building heights and *floor area ratios* than those found in community centers;~~

~~2. Allowing for outdoor sales and storage, regional shopping areas and limited fabrication *uses*; and~~

~~3. Concentrating large scale commercial and office *uses* to facilitate the efficient provision of public facilities and services.~~

~~B. Use of this zone is appropriate in areas that are designated by the comprehensive plan that are served at the time of *development* by adequate public sewers, water supply, *streets* and other needed public facilities and services. [Ord. 11-0329 § 3 (Exh. 1).]~~

supporting existing businesses and encouraging compact and mixed-use development that is supportive of transit and pedestrian travel for the future.

- *Amend Section 18.15.150 as follows:*

18.15.150 Zoning maps and boundaries.

A. The location and boundaries of the zones defined by this chapter shall be shown and delineated on zoning maps adopted by ordinance.

B. Changes in the boundaries of the zones shall be made by ordinance adopting or amending a zoning map.

C. The zoning map labeled "Official Zoning Map of the City of Kenmore," dated ~~May 2011~~December 2014, and as subsequently amended, is hereby adopted as the official zoning map and shall be kept on file by the *City* and will be on display for public review at Kenmore City Hall. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.20

TECHNICAL TERMS AND LAND USE DEFINITIONS

- *Amend Section 18.20.035 as follows:*

18.20.035 Accessory use.

"Accessory use" means a *use* typically subordinate in size to the principal *use*; that would not contribute significantly to traffic generation, noise, or nuisance; and that supports the primary *use* operation without displacing it. An accessory use may appear as an otherwise permitted, conditional or prohibited use in the use allowances for a given zone. Accessory uses are typically located upon the same *lot* occupied by a principal *use*. Examples of accessory uses include: equipment rental (bikes or skis) at a retail bike and ski shop, a secure facility required at an airport, and boat parking at a marina. [Ord. 11-0329 § 3 (Exh. 1).]

- *Add the following new section:*

18.20.105 Air transportation service.

"Air transportation service" means a helipad, private landing field, or other similar facility for personal or business-related air transportation. Air transportation service does not include an airport, which is classified as a regional land use.

May include NAICS 481 (Air Transportation) and 4881 (Support Activities for Transportation).

- *Add the following new section:*

18.20.150 Ambulatory surgery center

"Ambulatory surgery center" means an establishment with medical staff primarily engaged in providing outpatient medical, diagnostic and surgical treatment services.

May include NAICS 621493 (Freestanding Ambulatory Surgical and Emergency Centers).

- *Add the following new section:*

18.20.168 Animal kennel/shelter

"Animal kennel/shelter" means any outdoor or indoor facility which houses four or more small domestic animals (that number not including one un-weaned litter) for periods longer than 24 hours as a commercial venture, as a nonprofit organization, or for a governmental purpose. The facility may either be a separate business or an accessory use.

- *Add the following new section:*

18.20.214 Arts, entertainment, indoor

"Arts, entertainment, indoor" means an establishment that provides facilities or services for cultural and entertainment uses inside a building. Arts, entertainment, indoor includes such uses as performing arts establishments, artist studios, theaters, museums, libraries, fraternal lodges, tour operators, and arcades, but specifically excludes adult entertainment facilities.

May include NAICS 512 (Motion Picture and Sound Recording Industries), 515 (Broadcasting), and 51912 (Libraries and Archives). May include 56152 (Tour Operators) and 56159 (Other Travel

Arrangement and Reservation Services). May include Sector 71 (Arts, Entertainment, and Recreation), **except the following: 711211 (Sports Teams and Clubs), 711212 (Racetracks), 713110 (Amusement and Theme Parks), 7132 (Gambling Industries), and 7139 (Other Amusement and Recreation Industries)**. May include 8134 (Civic and Social Organizations).

- *Add the following new section:*

18.20.215 Arts, entertainment, outdoor

"Arts, entertainment, outdoor" means an establishment that provides facilities or services for cultural and entertainment uses outside of a building. Arts, entertainment, outdoor includes such uses as outdoor performance facilities, public gardens, and arboretums.

May include NAICS 512 (Motion Picture and Sound Recording Industries) and 515 (Broadcasting). May include 56152 (Tour Operators). May include Sector 71 (Arts, Entertainment, and Recreation), **except the following: 711211 (Sports Teams and Clubs), 711212 (Racetracks), 713110 (Amusement and Theme Parks), 7132 (Gambling Industries), and 7139 (Other Amusement and Recreation Industries).**

- *Add the following new section:*

18.20.224 Automotive sales and service, marine

"Automotive sales and service" means an establishment engaged in the retail sale of new or used boats, jet skis, boat trailers, or similar vehicles, or an establishment primarily engaged in repair or service of these vehicles, including washing and the sale and installation of lubricants, tires, batteries, mufflers, and similar accessories.

May include NAICS 4412 (Other Motor Vehicle Dealers), 44132 (Tire Dealers), and 8111 (Automotive Repair and Maintenance).

- *Add the following new section:*

18.20.227 Automotive sales and service, non-marine

"Automotive sales and service" means an establishment engaged in the retail sale of new or used cars, trucks, truck tractors, semi-trailers, buses, mobile homes, utility trailers, RVs, motorcycles, ATVs, or similar vehicles, or an establishment primarily engaged in automotive repair or service of these vehicles, including washing and the sale and installation of lubricants, tires, batteries, mufflers, and similar accessories. Automotive sales and service, non-marine, does not include tire retreading which is classified as a manufacturing land use

May include NAICS 4411 (Auto Dealers), 4412 (Other Motor Vehicle Dealers), 44132 (Tire Dealers), 45393 (Manufactured/Mobile Home Dealers), and 8111 (Automotive Repair and Maintenance).

- *Eliminate Section 18.20.390 as follows:*

~~**18.20.390 Bulk retail.**~~

~~"Bulk retail" means a singular indoor retail or wholesale user who occupies no less than 65,000 square feet of gross floor area, typically requires high parking to building area ratios, and has a regional sales market. Big box retail/wholesale sales can include, but are not limited to, membership warehouse clubs that emphasize bulk sales, discount stores and department stores. [Ord. 11-0329 § 3 (Exh. 1).]~~

- *Add the following new section:*

18.20.390 Business service, intensive

"Business service, intensive" means an establishment primarily engaged in providing supporting services to business that is likely to generate levels of truck traffic, noise, pollution, vibration, dust, fumes, odors, hazardous materials, or other undesirable conditions that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Examples include industrial launderers, drycleaning plants, and fuel dealers.

May include NAICS 45431 (Fuel Dealers). May include Sector 56 (Administrative and Support and Waste Management and Remediation Services), **except the following: 561210 (Facilities Support Services for private correctional facilities), 5615 (Travel Arrangement and Reservation Services), 56171 (Exterminating and Pest Control Services), 56173 (Landscaping Services), 56179 (Other Services to Buildings/Dwellings) and 562 (Waste Management and Remediation).** May include 8113 (Commercial and Industrial Machinery and Equipment Repair and Maintenance) and 812332 (Industrial Launderers).

- *Add the following new section:*

18.20.394 Business service, standard

"Business service, standard" means an establishment primarily engaged in providing supporting services to business that is lower in intensity and cleaner than an intensive business service, and that does not generate noise, particulate matter, vibration, smoke, dust, fumes, odors, or other nuisances that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Examples include telephone call centers, private mail services, copy centers, business incubators, and data centers.

May include NAICS 491 (Postal Service), 492 (Couriers and Messengers), 518 (Data Processing, Hosting, and Related Services), 53242 (Office Machinery and Equipment Rental and Leasing), 54186 (Direct Mail Advertising), and 541922 (Commercial Photography).

May include Sector 56 (Administrative and Support and Waste Management and Remediation Services), **except the following: 561210 (Facilities Support Services for private correctional facilities), 5615 (Travel Arrangement and Reservation Services), 56171 (Exterminating and Pest Control Services), 56173 (Landscaping Services), 56179 (Other Services to Buildings/Dwellings) and 562 (Waste Management and Remediation).** May include 8112 (Electronic and Precision Equipment Repair and Maintenance).

- *Amend Section 18.20.440 as follows:*

18.20.440 Cemetery, columbarium or mausoleum.

"Cemetery, columbarium or mausoleum" means land or *structures* used for interment of the dead or their remains. For purposes of this code, pet cemeteries are considered a subclassification of this *use*. [Ord. 11-0329 § 3 (Exh. 1).]

May include NAICS 81222 (Cemeteries and Crematories).

- *Add the following new section:*

18.20.492 College/University

"College/University" means an establishment primarily engaged in providing academic courses and granting degrees above the high school diploma, such as the associate, baccalaureate or graduate degree. College/university generally means the college/university campus. Off-site auxiliary facilities associated with a college or university are addressed under the appropriate land use listing for their individual operation. For example, an off-site affiliated bookstore would be considered retail sales. An off-site medical clinic would be considered health care and social assistance.

May include NAICS 6112 (Junior Colleges) and 6113 (Colleges, Universities, and Professional Schools).

- *Add the following new section:*

18.20.498 Communication facility.

A. Major communication facility. "Major communication facility" means a communication facility for transmission and reception of UHF and VHF television signals; or FM or AM radio signals.

B. Minor communication facility. "Minor communication facility" means a communication facility for transmission and reception of two-way and/or CB radio signals; point-to-point microwave signals; cellular radio signals; signals through FM radio translators; or signals through FM radio boosters under 10 watts effective radiated power (ERP).

May include NAICS 517 (Telecommunications).

- *Amend Section 18.20.520 as follows:*

18.20.520 Community residential facility (CRF).

"Community residential facility (CRF)" means living quarters meeting applicable federal and State standards that function as a single housekeeping unit and provide supportive services, including but not limited to counseling, rehabilitation and medical supervision, excluding drug and alcohol detoxification which is classified as health services, a hospital or an ambulatory surgery center. CRFs are further classified as follows:

A. CRF-I means nine to 10 residents and staff;

B. CRF-II means 11 or more residents and staff. If staffed by nonresident staff, each 24 staff hours per day equals one full-time residing staff member for purposes of subclassifying CRFs.

Provided, however, that this definition shall not apply to *secure community transition facilities* as defined in KMC 18.20.2465 or to *adult family homes* as defined in KMC 18.20.095. [Ord. 11-0329 § 3 (Exh. 1).]

May include NAICS 623210 (Residential Intellectual and Developmental Disability Facilities) and 623220 (Residential Mental Health and Substance Abuse Facilities).

- *Amend Section 18.20.590 as follows:*

18.20.590 Construction and trade.

"Construction and trade" means an establishments that provides services related to construction and maintenance of *buildings* and infrastructure~~,~~ and ~~other~~ improvements to property. Such establishments include landscape and horticultural services. This definition excludes construction and trade establishments that qualify as an ~~*professional*~~ *office* by virtue of having only a business office without outside storage or fabrication. [Ord. 11-0329 § 3 (Exh. 1).]

May include NAICS Sector 23 (Construction), 54135 (Building Inspection Services), 56171 (Exterminating and Pest Control Services), 56173 (Landscaping Services), 56179 (Other Services to Buildings and Dwellings), and 56299 (All Other Waste Management Services).

- *Amend Section 18.20.650 as follows:*

18.20.650 Day care.

"Day care" means an establishment for group care of nonresident adults or children.

A. Day care shall include only child day care services, adult day care centers and the following:

1. Adult day care, such as adult day health centers or social day care as defined by the Washington State Department of Social and Health Services;

2. Nursery schools for children under minimum age for education in public schools;

3. Privately conducted kindergartens or prekindergartens when not a part of a public or parochial school; and

4. Programs covering after-school care for school children.

B. Day care establishments are subclassified as follows:

~~1. *Family child-care home*;~~

~~2~~1. Day care I – A maximum of 12 adults or children in any 24-hour period; and

~~3~~2. Day care II – Over 12 adults or children in any 24-hour period. [Ord. 11-0329 § 3 (Exh. 1).]

Day care does not include *family child-care home*.

May include NAICS 6244 (Child Day Care Services).

- *Amend Section 18.20.835 as follows:*

18.20.835 Dwelling, multiple-family.

"~~Dwelling, multiple-family~~Multiple family dwelling" means a one-family dwelling attached to one or more one-family dwellings by common roofs, walls, or floors. Also includes one or more dwellings attached to nonresidential *uses*. This definition does not include *accessory dwelling units*, *community residential facilities*, supportive living facilities, or nursing and personal care facilities.

A. Apartment. A residential *building* containing two or more *dwelling units* or a single dwelling unit and a nonresidential use, which are attached at one or more common roofs, walls, or floors. Typically, the unit's habitable area is provided on a single level. Unit entrances may or may not be provided from a common corridor.

B. Townhouse. A one-family, ground-related dwelling attached to one or more such units or to a nonresidential use in which each unit has its own exterior, ground-level access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common walls. Typically the units are multi-story. [Ord. 11-0329 § 3 (Exh. 1).]

- *Add the following new section:*

18.20.863 Eating and drinking place

"Eating and drinking place" means an establishment that prepares meals, snacks and beverages to customer order for immediate on-premises or off-premises consumption from a fixed location.

May include NAICS 722 (Food Services and Drinking Places), **except 72233 (Mobile Food Services).**

- *Add the following new section:*

18.20.867 Educational service

"Educational service" means an institution that offers academic education, career and technical instruction as well as schools or programs that offer tutoring or nonacademic or self-enrichment classes, such as automobile driving and cooking instruction.

May include NAICS Sector 61 (Educational Services), **except 6112 (Junior Colleges) and 6113 (Colleges, Universities, and Professional Schools)**.

- *Add the following new section:*

18.20.1051 Fire or police facility

"Fire or police facility" means a government establishment engaged in law enforcement or fire protection activities.

May include NAICS 92212 (Police Protection), 92215 (Parole Offices and Probation Offices), and 92216 (Fire Protection).

- *Add the following new section:*

18.20.1187 Funeral home/crematory

"Funeral home/crematory" means an establishment engaged in preparing the dead for burial or interment and conducting funerals.

May include NAICS 8122 (Death Care Services).

- *Add the following new section:*

18.20.1302 Health care and social assistance

"Health care and social assistance" means an establishment or agency providing health care or social assistance. For purposes of this code, veterinary offices are considered a subclassification of this use.

May include NAICS 62 (Health Care and Social Assistance), **except the following: 621493 (Freestanding Ambulatory Surgical and Emergency Centers), 621511 (Medical Laboratories), 621910 (Ambulance Services), 622 (Hospitals), 623 (Nursing and Residential Care Facilities), and 6244 (Child Day Care Services)**. May include 54194 (Veterinary Services).

- *Add the following new section:*

18.20.1372 Hospital

"Hospital" means an establishment with medical staff primarily engaged in providing inpatient medical, diagnostic and treatment services and/or emergency care services. Hospitals may also provide outpatient services as a secondary activity.

May include NAICS 622 (Hospitals), including 622210 (Psychiatric and Substance Abuse Hospitals).

- *Add the following new section:*

18.20.1525 Laboratory

"Laboratory" means a standalone facility subject to biosafety or hazardous materials containment procedures in which research and experiments leading to the development of new products are conducted. This use may be associated with an institutional, clinical or commercial use.

May include NAICS 54138 (Testing Laboratories) and 621511 (Medical Laboratories).

- *Add the following new section:*

18.20.1676 Manufacturing, heavy

"Heavy manufacturing" means an establishment engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products that is likely to generate levels of truck traffic, noise, pollution, vibration, dust, fumes, odors, radiation, poisons, pesticides, or other hazardous materials, fire or explosion hazards, or other undesirable conditions that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Heavy manufacturing facilities use larger quantities of raw materials and may require significant outdoor storage. Examples include concrete manufacture, asphalt batch plants, mass production of commercial or recreational vehicles or large machinery, production of industrial organic and inorganic chemicals, animal slaughtering, and refining, extruding, rolling, or drawing of ferrous or nonferrous metals.

May include NAICS Sectors 31-33 (Manufacturing). Also may include NAICS 54171 (Research and Development in the Physical, Engineering and Life Sciences).

- *Add the following new section:*

18.20.1677 Manufacturing, light

"Light manufacturing" means an establishment engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products that is of a lower intensity and cleaner than heavy manufacturing establishments. Light manufacturing facilities do not generate noise, particulate matter, vibration, smoke, dust, gas, fumes, odors, radiation, or other nuisances that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Light manufacturing facilities require only a small amount of raw materials, area and power to produce items of relatively high value per unit weight. Examples include manufacture of clothes, jewelry, food, blown glass, furniture, computer hardware and software, medical instrumentation, consumer electronics, and winery/brewery, as well as research and development facilities and biotechnology.

May include NAICS Sectors 31-33 (Manufacturing). Also may include NAICS 54171 (Research and Development in the Physical, Engineering and Life Sciences).

- *Amend Section 18.20.1677 as follows:*

18.20.16778 Manufacturing land uses.

"Manufacturing land uses" means food and kindred products manufacture; winery/brewery; textile mill products; apparel and other textile products manufacture; wood products manufacture, except furniture; furniture and fixtures manufacture; paper and allied products manufacture; printing and publishing; chemicals and allied products manufacture; petroleum refining and related industries; rubber and miscellaneous plastic products manufacture; leather and leather goods manufacture; stone, clay, glass and concrete products manufacture; primary metal industries; fabricated metal products; industrial and commercial machinery manufacture; heavy machinery and equipment manufacture; computer and office equipment manufacture; electronic and other electric equipment

manufacture; railroad equipment manufacture; guided missile and space vehicle parts manufacture; miscellaneous transportation vehicles manufacture; measuring and controlling instruments manufacture; miscellaneous light manufacturing; *motor vehicle and bicycle manufacturing*; *aircraft, ship and boat building*; tire retreading; and movie production/distribution. [Ord. 11-0329 § 3 (Exh. 1).]

- *Add the following new section:*

18.20.1747 Mobile food service

"Mobile food service" means an establishment engaged in preparing and serving meals and snacks for immediate consumption from motorized vehicles or nonmotorized carts.

May include NAICS sector 72233 (Mobile Food Services).

- *Add the following new section:*

18.20.1840 Negative externality.

"Negative externality" means a cost, burden, or undesirable physical impact on persons or property outside the property from which the negative externality is generated. Negative externalities shall include, without limitation, noise, odors, pollution, dust, fumes, vibration, and hazardous substances.

- *Add the following new section:*

18.20.1905 Office

"Office" means a place of employment for professional or administrative staff which does not include outside storage, or fabrication or on-site sale or transfer of commodities. Types of offices include, but are not limited to, accounting; architectural; engineering; banking; consulting; management; administrative; secretarial; marketing or advertising; personnel; sales offices where no inventories or goods are available on the premises; real estate; insurance; travel agent; brokerage; computer programming; or other similar services. Office does not include medical offices which are classified as a health care and social assistance land use.

May include NAICS Sector 51 (Information), **except the following: 512 (Motion Picture and Sound Recording Industries), 515 (Broadcasting), 517 (Telecommunications), 518 (Data Processing, Hosting and Related Services), and 51912 (Libraries and Archives)**. May include Sectors 52 (Finance and Insurance) and 53 (Real Estate Rental and Leasing) **except the following: 53113 (Lessors of Miniwarehouses and Self-Storage Units), 5321 (Automotive Equipment Rental and Leasing), 5322 (Consumer Goods Rental), 5323 (General Rental Centers), and 5324 (Commercial and Industrial Machinery and Equipment Rental and Leasing)**. May include Sector 54 (Professional, Scientific and Technical Services) **except the following: 54135 (Building Inspection Services), 54138 (Testing Laboratories), 54171 (Research and Development in the Physical, Engineering and Life Sciences), 54186 (Direct Mail Advertising), 54192 (Photographic Services), and 54194 (Veterinary Services)**. May include Sector 55 (Management of Companies and Enterprises) and 56151 (Travel Agencies). May include 8132 (Grantmaking and Giving Services), 8133 (Social Advocacy Organizations), 8139 (Business, Professional, Labor, Political, and Similar Organizations), and Sector 92 (Public Administration) **except the following: 92212 (Police Protection), 92214 (Correctional institutions), 92215 (Parole Offices and Probation Offices), and 92216 (Fire Protection)**.

- *Amend Section 18.20.1960 as follows:*

18.20.1960 Park.

"Park" means a *site* designed or developed for recreational use by the public including, but not limited to:

A. Indoor facilities, such as:
1. Gymnasiums;
2. Swimming pools; or
3. Activity centers;

B. Outdoor facilities, such as:
1. Playfields;
2. Fishing areas;
3. Picnic and related outdoor activity areas; ~~or~~
~~4. Approved *campgrounds*;~~

C. Areas and *trails* for:
1. Hikers;
2. Equestrians;
3. Bicyclists; ~~or~~
~~4. Off-road recreational vehicle users;~~

D. Areas provided under KMC 18.30.130 or 20.47.155;

E. Facilities for on-site maintenance. [Ord. 11-0329 § 3 (Exh. 1).]

- *Add the following new section:*

18.20.2055 Personal service.

"Personal service" means an establishment primarily engaged in providing services to individuals, such as beauty and barber shops, retail laundry and drycleaning including coin-operated, clothing alterations and repair, diaper services, carpet and upholstery cleaning services, photo studios, shoe repair, pet grooming, and repair of personal or household items. This definition excludes automotive repair and service.

May include NAICS 5322 (Consumer Goods Rental), 5323 (General Rental Center), 541921 (Photo Studios), 811211(Consumer Electronics Repair and Maintenance), and 8114 (Personal and Household Goods Repair and Maintenance). May include 812 (Personal and Laundry Services) **except the following: 8122 (Death Care Services), 812332 (Industrial Launderers), and 81293 (Parking Lots and Garages).**

- *Amend Section 18.20.2234 as follows:*

18.20.2234 Recreational facilit~~ies~~y, indoor.

~~"Recreational facilities, indoor" means a place designed and equipped for the conduct of sports and leisure-time activities within an enclosed space. Examples include gymnasiums, *amusement arcades*, *sports clubs*, bowling alleys, and indoor swimming pools. This definition excludes sports arenas, shooting galleries, and outdoor recreation facilities. [Ord. 11-0329 § 3 (Exh. 1).]~~

"Recreational facility, indoor" means an establishment that provides facilities or services for recreational uses inside a building. Recreational facility, indoor includes such uses as clubhouses, gyms, indoor swimming pools, and fitness and bowling centers.

May include NAICS 61162 (Sports and Recreation Instruction), 711211 (Sports Teams and Clubs), 71312 (Amusement Arcades), and 7139 (Other Amusement and Recreation Industries).

- *Amend Section 18.20.2237 as follows:*

18.20.2237 Recreational facilit~~ies~~y, outdoor.

"Recreational facilit~~ies~~y, outdoor" means ~~a place designed and equipped for the conduct of sports and leisure-time activities with little or no enclosed space. Examples include: *private* outdoor tennis courts, *private* outdoor swimming pools, batting cages, miniature golf courses, golf driving ranges, and playgrounds. This definition excludes *marinas*, *parks*, golf courses and sports arenas. [Ord. 11-0329 § 3 (Exh. 1).]~~ an establishment that provides facilities or services for recreational uses outside a building. Recreational facility, outdoor includes such uses as outdoor tennis courts, outdoor swimming pools, batting cages, miniature golf courses, golf driving ranges, marinas, boat launches, campgrounds, and RV parks.

May include NAICS 61162 (Sports and Recreation Instruction), 711211 (Sports Teams and Clubs), 7139 (Other Amusement and Recreation Industries), and 7212 (RV/Recreational Vehicle Parks and Recreational Camps).

- *Add the following new section:*

18.20.2265 Regional land use

"Regional land use" means an airport, ferry terminal, park and ride lot, transfer station, racetrack, stadium/arena, or other land use of a regional nature that may be difficult to site. Regional land use includes essential public facilities, as defined in RCW36.70A.200, if not otherwise defined in this title.

May include NAICS Sector 22 (Utilities), 411 (Air Transportation), and 4881 (Support Activities for Air Transportation). May include 562 (Waste Management Remediation Service) **except 56299 (All Other Waste Management Services)**. May include 7112 (Spectator Sports) **except 711211 (Sports Teams and Clubs)**. May include 713110 (Amusement and Theme Parks) and 71391 (Golf Courses and Country Clubs).

- *Add the following new section:*

18.20.2295 Religious institution.

"Religious institution" means a place where religious services are conducted, including accessory uses in the primary or accessory buildings such as religious education, reading rooms, assembly rooms, and residences for nuns and clergy. This definition does not include facilities for training of religious orders.

May include NAICS 8131 (Religious Organizations).

- *Add the following new section:*

18.20.2326 Resource land use

"Resource land use" means a production use on agricultural, forest, aquatic, or mineral lands, including farming, timber production, and mining.

May include NAICS Sectors 11 (Agriculture, Forestry, Fishing and Hunting) and 21 (Mining).

- *Eliminate Section 18.20.2350 as follows:*

~~**18.20.2350 Retail, comparison.**~~

~~"Comparison retail" provides for the sale of comparison goods and services and is centrally located in the community or region. [Ord. 11-0329 § 3 (Exh. 1).]~~

- *Amend Section 18.20.2364 as follows:*

18.20.2364 Retail sales.

"Retail sales" means an establishments within a permanent *structure* of less than 65,000 square feet engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. This definition excludes *auction houses*, ~~auto supply stores~~sales of automotive parts if service, repair or installation are provided on-site, *bulk retail sales*, ~~outdoor retail sales,~~ *motor vehicle and boat dealers*, and eating and drinking places. [Ord. 11-0329 § 3 (Exh. 1).]

May include NAICS Sectors 44-45 (Retail Trade), **except the following: 4411 (Automobile Dealers), 4412 (Other Motor Vehicle Dealers), 44132 (Tire Dealers), 447 (Gasoline Stations), 45291 (Warehouse Clubs and Superstores), 45393 (Manufactured/Mobile Home Dealers), and 45431 (Fuel Dealers).**

- *Add the following new section:*

18.20.2365 Retail sales, bulk.

"Bulk retail sales" means a singular indoor "big box" retail business that occupies more than 65,000 square feet of gross floor area, typically requires high parking to building area ratios, and has a regional sales market. Bulk retail sales can include, but is not limited to, membership warehouse clubs that emphasize bulk sales, discount stores and department stores.

May include NAICS 45291 (Warehouse Clubs and Superstores).

- *Add the following new section:*

18.20.2468 Secure facility.

"Secure facility" means a jail, prison, secure community transition facility, or other similar facility for the confinement, correction, and rehabilitation of offenders. This definition includes facilities managed and operated by the government as well as those operated by nongovernmental entities under contract with the government.

May include NAICS 92214 (Correctional Institutions).

- *Add the following new section:*

18.20.2865 Standalone parking.

"Standalone parking" means an establishment engaged in providing parking space for motor vehicles or boats, usually on an hourly, daily or monthly basis. Parking may be provided on a surface lot, in a garage or, in the case of boats, on a storage rack. Standalone parking does not include required parking associated with a use, authorized through a development application.

May include NAICS 81293 (Parking Lots and Garages).

- *Amend Section 18.20.2887 as follows:*

18.20.2887 Storage, outdoor.

"Outdoor Sstorage~~, outdoor~~" means ~~a use engaged in outdoor storage~~the storage of materials outside of a completely enclosed building for more than 24 hours, including items for sale, lease, shipment, processing, maintenance or repair (including vehicles and equipment), and items used in business operations.~~wholesale, rental, and distribution of manufactured products, supplies, and equipment. This definition excludes hazardous material storage, *indoor storage, self-service storage*, vehicle storage, and *warehousing and wholesale trade*.~~ [Ord. 11-0329 § 3 (Exh. 1).]

- *Add the following new section:*

18.20.2963 Supportive living facility

"Supportive living facility" means an assisted living facility, continuing care facility, convalescent center, or nursing home. Supportive living facility does not include an adult family home, community residential facility, hospital, or secure facility.

May include NAICS 6231 (Nursing Care Facilities) and 6233 (Community Care Facilities for the Elderly).

- *Add the following new section:*

18.20.2968 Temporary lodging.

"Temporary lodging" means a hotel, motel, bed and breakfast guesthouse, or other facility providing temporary accommodations for travelers for compensation.

May include NAICS 721 (Accommodation), **except 72112 (Casino Hotels) and 7212 (RV/Recreational Vehicle Parks and Recreational Camps)**.

- *Add the following new section:*

18.20.3075 Transportation.

"Transportation" means establishments providing transportation of passengers or cargo, such as taxi and limousine services, scenic and sightseeing transportation businesses, motor vehicle towing, trucking, shipping, or freight hauling businesses. This use includes related support activities, such as cargo handling and packing and crating of cargo. Transportation does not include airport/heliport, air transportation service, or airport (classified as a regional land use).

May include NAICS Sector 48 (Transportation and Warehousing), **except the following: 481 (Air Transportation), 486 (Pipeline Transportation), 4881 (Support Activities for Air Transportation), and 493 (Warehousing and Storage)**. May include 62191 (Ambulance Services).

- *Amend Section 18.20.3120 as follows:*

18.20.3120 Utility facility.

"Utility facility" means a smaller-scale facility for the distribution or transmission of services to a~~n~~ limited area, including, but not limited to:

A. Telephone exchanges (not including communication facilities);

B. Water pumping or treatment stations or distribution systems;

C. *Electrical substations*;

D. Water storage reservoirs or tanks;
E. Stormwater management facilities;
~~Municipal ground water well fields;~~
~~F. *Regional stormwater management facilities;*~~
G. Natural gas gate stations and limiting stations;
H. Propane, compressed natural gas and liquefied natural gas storage tanks serving multiple *lots* or *uses* from which fuel is distributed directly to individual users;
I. Sewer lift stations and wastewater treatment or distribution systems; and
J. Pipes, electrical wires and associated structural supports. [Ord. 11-0329 § 3 (Exh. 1).]

Utility facility does not include larger-scale regional facilities that are classified as a regional land use.

May include NAICS Sector 22 (Utilities).

- *Add the following new section:*

18.20.3165 Vehicle or equipment rental.

"Vehicle or equipment rental" means an establishment that provides vehicles, machinery or equipment to customers in return for a rental payment.

May include NAICS Sector 5321 (Automotive Equipment Rental and Leasing), 5323 (General Rental Centers), and 5324 (Commercial and Industrial Machinery and Equipment Rental and Leasing).

- *Add the following new section:*

18.20.3168 Vehicle refueling station.

"Vehicle refueling station" means an establishment retailing automotive fuels, sometimes in combination with convenience store items.

May include NAICS 447 (Gasoline Stations).

- *Add the following new section:*

18.20.3180 Warehousing

"Warehousing" means establishments providing warehousing and storage of goods, including standalone outdoor storage. Warehouses are distinguished from wholesale trade as warehouses do not sell goods.

May include NAICS Sector 49 (Transportation and Warehousing), **except 491 (Postal Service) and 492 (Couriers and Messengers)**. May include 53113 (Lessors of Mini-warehouses and Self-Storage Units).

- *Add the following new section:*

18.20.3290 Wholesale trade.

"Wholesale trade" means an establishment that sell goods for resale by other wholesalers or retailers, capital or durable nonconsumer goods, or raw and intermediate material and supplies used in production. Wholesalers normally operate from a warehouse characterized by little or no display of merchandise. Neither the design nor the location of the premises is intended to solicit walk-in traffic.

May include NAICS Sector 42 (Wholesale Trade).

- *Add new Chapter 18.25A as follows:*

Chapter 18.25A
URBAN CORRIDOR ZONE

Sections:

18.25A.010 Intent.
18.25A.020 Subareas.
18.25A.030 Use allowances – Urban corridor west subarea.
18.25A.040 Use allowances – Urban corridor east subarea.
18.25A.050 Accessory uses.
18.25A.060 Zoning standards.
18.25A.070 Additional development standards.
18.25A.080 Conflict with design standards.

18.25A.010 Intent.

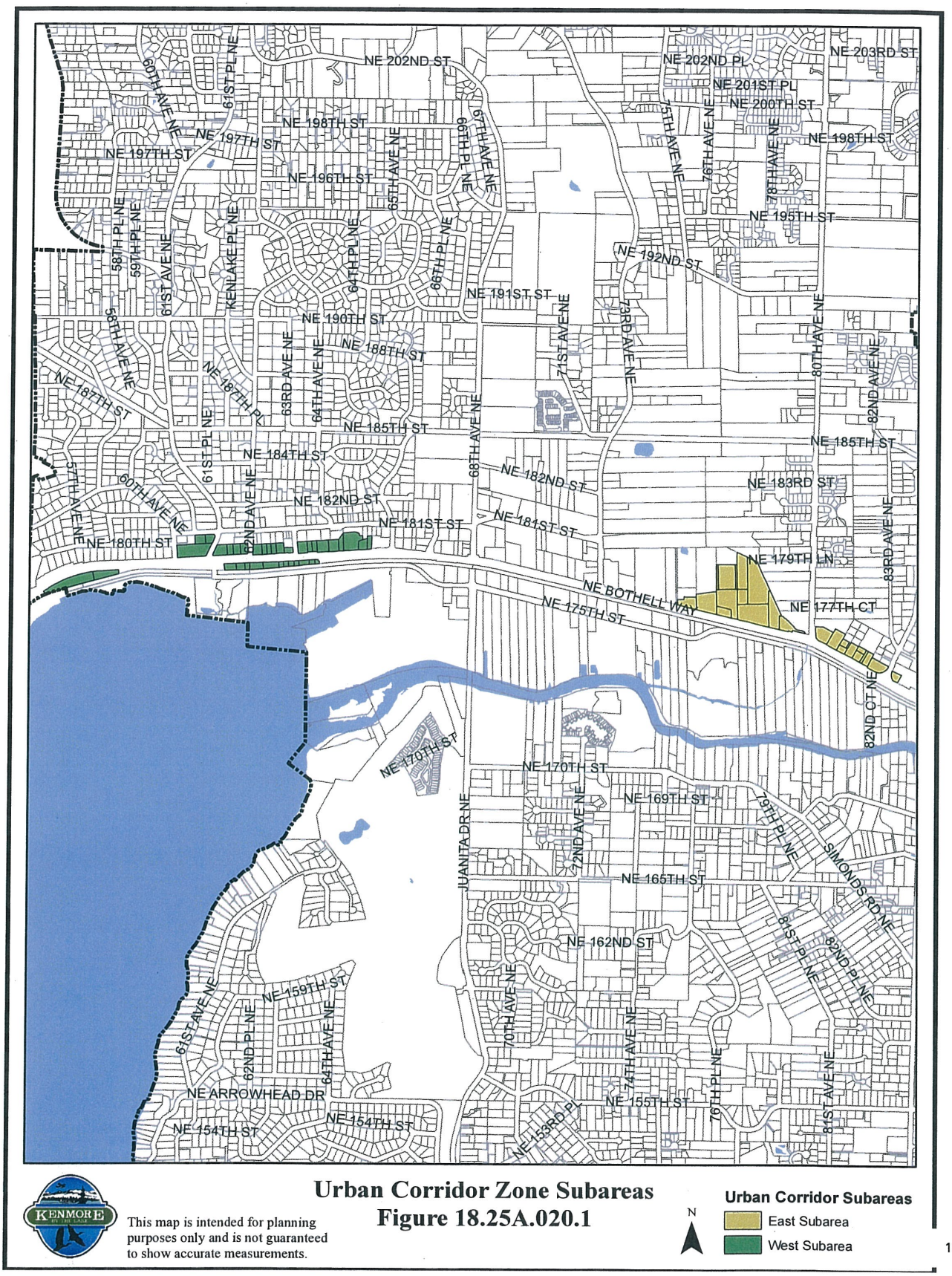
The intent of the urban corridor zone is to convert SR-522 from a commercial strip, focused on the automobile, to a more pedestrian- and transit-friendly urban corridor. In the west subarea, uses along the north side of the highway would continue to be a mix of restaurant, retail and service uses, with additional opportunities for office and mixed use multifamily development. Uses along the south side of the highway would convert to office and multifamily development, taking advantage of lake views and proximity to transit.

In the east subarea, the western portion of the district would be an "enterprise zone," allowing for a wide range of commercial uses, including bulk retail, as well as standalone multifamily development. Farther to the east, near the city limits, office and multifamily uses are envisioned.

New auto-oriented businesses are prohibited throughout the zone.

18.25A.020 Subareas.

The urban corridor zone is divided into two subareas: urban corridor west and urban corridor east as depicted in Figure 18.25A.020.1.



KENMORE

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

Urban Corridor Zone Subareas
Figure 18.25A.020.1

N

Urban Corridor Subareas
East Subarea
West Subarea

18

18.25A.030 Use allowances – Urban corridor west subarea.

The following *uses* listed in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the urban corridor west subarea:

Table A. Urban Corridor West Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business[1]	*Arts, entertainment, outdoor*[11]	*Air transportation service*
Ambulatory surgery center	*College/university*	*Auction house*
Animal kennel/shelter[2]	*Communication facility*[12]	*Automotive sales and service, marine*
Arts, entertainment, indoor	*Fire or police facility*	*Automotive sales and service, non-marine*
Business service, standard	*Laboratory*[5]	*Business service, intensive*
Cemetery, columbarium or mausoleum[3]	*Recreational facility, indoor*[8]	*Construction and trade*
Community residential facility	*Recreational facility, outdoor*[13]	*Family child-care home*
Day-care		*Hospital*
Eating and drinking place[4]		*Manufacturing, heavy*
Educational service		*Mobile home park*
Funeral home/crematory		*Recreational facility, outdoor*[13]
Health care and social assistance		*Regional land use*
Laboratory[5]		*Resource land use*
Manufacturing, light		*Retail sales, bulk*
Marijuana business		*Secure facility*
Mobile food service[6]		*Single detached dwelling unit*
Multiple family dwelling[7]		*Transportation*
Office		*Utility facility*
Park		*Vehicle or equipment rental*
Personal service		*Vehicle refueling station*
Recreational facility, indoor[8]		*Warehousing*
Religious institution		*Wholesale trade*
Retail sales[9]		
Standalone parking[10]		
Supportive living facility		
Temporary lodging		

[1] It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:

a. Residentially zoned property;
b. Public or *private* school for general education of any grade K through 12;
c. School bus stop;
d. Licensed *day care* or licensed preschool facility;
e. Public *park*;
f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
g. Sports fields or playgrounds;
h. Recreation or community center;
i. *Religious institution*;
j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

[2] Provided:

a. No burning of refuse or dead animals is allowed;
b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;
c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and
d. The provisions of Chapter 18.70 KMC relative to animal keeping shall be met.

[3] Limited to indoor columbariums and mausoleums, only.

[4] Social card games, as defined by this title, are prohibited.

[5] Laboratories that must comply with special containment procedures for large quantities of hazardous materials are subject to a conditional use permit.

[6] Provided:

a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.
e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

[7] North of SR-522, allowed only as part of a mixed use development subject to the conditions of Chapter 18.50 KMC.

[8] South of SR-522, indoor recreational facility is a conditional use.

[9] South of SR-522, allowed only as part of a mixed use development subject to the conditions of Chapter 18.50 KMC.

[10] Standalone surface parking and boat racks shall not be permitted.

[11] Outdoor activities shall be at least 50 feet from adjoining residential zones and lighting shall be directed away from adjoining residential zones. Hours of operation may be restricted to ensure compatibility.

[12] Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter **18.60** KMC.

[13] North of SR-522, outdoor recreational facility is a prohibited use. Campgrounds and RV parks shall not be permitted south of SR-522.

18.25A.040 Use allowances – Urban corridor east subarea.

The following *uses* listed in Table B are identified as permitted, conditionally permitted, or *prohibited uses* in the urban corridor east subarea:

Table B. Urban Corridor East Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business[1]	*College/university*	*Air transportation service*
Ambulatory surgery center	*Communication facility*[13]	*Arts, entertainment, outdoor*[3]
Animal kennel/shelter[2]	*Fire or police facility*	*Auction house*
Arts, entertainment, indoor	*Hospital*[5]	*Automotive sales and service, marine*
Arts, entertainment, outdoor[3]	*Laboratory*[7]	*Automotive sales and service, non-marine*
Business service, standard	*Regional land use*[5]	*Business service, intensive*
Cemetery, columbarium or mausoleum[4]	*Retail sales, bulk*[5,10]	*Community residential facility*[5]
Community residential facility[5]		*Construction and trade*
Day-care		*Family child-care home*
Eating and drinking place[6]		*Hospital*[5]
Educational service		*Manufacturing, heavy*
Funeral home/crematory		*Mobile home park*
Health care and social		

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
assistance		*Recreational facility, outdoor*[3]
Laboratory[7]		*Regional land use*[5]
Manufacturing, light		*Resource land use*
Marijuana business		*Retail sales, bulk*[5]
Mobile food service[8]		*Secure facility*
Multiple family dwelling		*Single detached dwelling unit*
Office		*Standalone parking*[11]
Park		*Transportation*
Personal service		*Utility facility*
Recreational facility, indoor		*Vehicle or equipment rental*
Recreational facility, outdoor[3,9]		*Vehicle refueling station*[12]
Religious institution		*Warehousing*
Retail sales		*Wholesale trade*
Retail sales, bulk[5,10]		
Standalone parking[11]		
Supportive living facility		
Temporary lodging		
Vehicle refueling station[12]		

[1] It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:

a. Residentially zoned property;
b. Public or *private* school for general education of any grade K through 12;
c. School bus stop;
d. Licensed *day care* or licensed preschool facility;
e. Public *park*;
f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
g. Sports fields or playgrounds;
h. Recreation or community center;
i. *Religious institution*;
j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

[2] Provided:

a. No burning of refuse or dead animals is allowed;

b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;

c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and

d. The provisions of Chapter 18.70 KMC relative to animal keeping shall be met.

[3] Prohibited east of 80th Avenue NE. West of 80th Avenue NE, outdoor activities shall be at least 50 feet from adjoining residential zones and lighting shall be directed away from adjoining residential zones. Hours of operation may be restricted to ensure compatibility.

[4] East of 80th Avenue NE, limited to indoor columbariums and mausoleums, only.

[5] Prohibited east of 80th Avenue NE.

[6] Social card games, as defined by this title, are prohibited.

[7] Laboratories that must comply with special containment procedures for large quantities of hazardous materials are subject to a conditional use permit.

[8] Provided:

a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.

b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.

c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.

d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.

e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

[9] Campgrounds and RV parks shall not be permitted.

[10] A conditional use permit is required if the building footprint is greater than 65,000 sq.ft.

[11] Prohibited east of 80th Avenue NE. Standalone surface parking lots for vehicles, boats or boat racks shall not exceed 10,000 sq.ft. in size west of 80th Avenue NE.

[12] Permitted only within 250' of the intersection of 80th Avenue NE and SR-522. Prohibited in other portions of the east subarea.

[13] Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter **18.60** KMC.

18.25A.050 Accessory uses.

Accessory uses, when consistent with the definition in Chapter 18.20 KMC, are allowed as determined by the city manager.

18.25A.060 Zoning standards.

The following zone-specific development standards in Table C apply in the urban corridor zone:

Table C. Urban Corridor Zone Development Standards

STANDARD	REQUIREMENT
Base Density: *Dwelling Units*/Acre	48 du/ac
Maximum Density: *Dwelling Units*/Acre	72 du/ac[1]
Minimum *Street Setback*	10 ft.[2]
Minimum Interior *Setback*	20 ft.[3]
Maximum Height: Urban corridor east subarea Urban corridor west subarea: •south of SR-522 •north of SR-522 west of 63rd Ave. NE •north of SR-522 east of 63rd Ave. NE	 55' 35' 35' 35'[4]
Maximum *Impervious Surface*: Percentage[5]	90%

[1] This density may only be achieved through the application of residential density incentives or *transfer of density credits* in *mixed use developments*. See Chapter 18.80 KMC.

[2] Gas station pump islands shall be placed no closer than 25 feet to *street* front lines.

[3] Required on property lines adjoining residential zones.

[4] The maximum height on a *site* north of SR-522 east of 63rd Avenue NE may be increased up to a maximum of 55' if (1) there is no intervening parcel between the *site* and the NE 181st Street right-of-way, and (2) if the applicant can demonstrate, based on ground elevation data, that a topographic change is adequate to protect views of Lake Washington from uphill lots. The measurement shall be taken as follows: a) determine average existing ground elevation along the centerline of the NE 181st Street right-of-way abutting the *site*; b) determine average existing ground elevation along an artificial east-west line 60' north of and paralleling the SR-

522 right-of-way abutting the *site*; c) subtract the elevation calculated in b) from the elevation calculated in a). If this difference is more than 35', the maximum height for the *site* may be increased to that difference. In no case, however, shall the maximum allowable height exceed 55'.

[5] The *impervious surface* area for any *lot* may be increased beyond the total amount permitted in this chapter subject to approval of a *conditional use permit*.

18.25A.070 Additional development standards.

A. Where the urban corridor zone abuts a residential zone, the city manager may require additional landscaping pursuant to Chapter 18.35 KMC, blank wall treatments pursuant to Chapter 18.52 KMC, and/or measures to address building mass and bulk pursuant to Sections 18.52.310 and/or KMC 18.52.330 KMC in order to mitigate impacts of new development on neighboring residential areas.

B. In the urban corridor west subarea, parcels on the south side of SR-522 shall provide a public view corridor from SR-522 to Lake Washington. The intent of the corridor is to provide an unobstructed view from SR-522 to the lake. A minimum view corridor equivalent to 30 percent of the average east-west dimension of the development proposal site shall be maintained. The location of the view corridor shall be designed to meet the following standards and must be approved by the city manager:

1. The view corridor must be adjacent to one of the two side property lines, whichever will result in the widest view corridor, considering the following in order of priority:

    a. Locations of existing view corridors;

    b. Existing development or potential development on adjacent properties, given the topography, access and likely location of future improvements;

    c. Locations of existing sight-obscuring structures, parking areas or vegetation that are likely to remain in place in the foreseeable future.

2. The view corridor must be in one continuous piece.

3. For land divisions, the view corridor shall be established as part of the land division and shall be located to create the largest view corridor on the subject property.

4. The following shall be permitted within a view corridor:

    a. Areas provided for public access, such as public pedestrian walkways,

public use areas, or viewing platforms;

b. Parking lots for passenger vehicles and subsurface parking structures; provided, that the parking does not completely obstruct the view of the lake from the public right-of-way;

c. Structures, if the slope of the subject property permits full, unobstructed views of the lake over the structures from the public right-of-way.

d. Vegetation, including required vegetation screening, provided it is designed and of a size that will not obscure the view from the public right-of-way to the lake at the time of planting or upon future growth. In the event of a conflict between required landscaping and view preservation, view preservation shall take precedence over landscaping requiredments.

e. Open fencing that is designed not to obscure the view from the public right-of-way to the lake.

5. The applicant shall execute a covenant or similar legal agreement, in a form acceptable to the City Attorney, and record the agreement with the county records and elections division to protect the view corridor. Land survey information shall be provided by the applicant for this purpose in a format approved by the city manager.

C. *Drive-through service* is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*. Modifications to these requirements may be reviewed through the site plan or building permit review process when meeting the intent of pedestrian orientation pursuant to Chapter 18.52 KMC, Downtown Design Standards.

D. Outdoor storage is prohibited in the Urban Corridor zone, west subarea, and in the Urban Corridor zone, east subarea, east of 80th Avenue NE. In the Urban Corridor zone, east subarea, west of 80th Avenue NE, accessory outdoor storage is limited to a maximum of 50% of the site area.

18.25A.080 Conflict with design standards.

In the event of a conflict between Chapter 18.52 KMC, Downtown Design Standards, and urban corridor zone standards, the Kenmore downtown design standards shall prevail.

- *Add new Chapter 18.25B as follows:*

Chapter 18.25B
WATERFRONT COMMERCIAL ZONE

Sections:

18.25B.010 Intent
18.25B.020 Use allowances.
18.25B.030 Accessory uses
18.25B.040 Zoning standards.
18.25B.050 Additional development standards.

18.25B.010 Intent.

The intent of the waterfront commercial zone is to support existing water-dependent uses while also allowing eating and drinking places, temporary lodging and other complementary uses. Compatible light manufacturing is appropriate. Office and mixed use multifamily development are desirable for the future.

18.25B.020 Use allowances.

The following *uses* listed in Table A are identified as permitted, conditionally permitted or *prohibited uses* in the waterfront commercial zone:

Table A. Waterfront Commercial Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business[1]	*Air transportation service*	*Auction house*
Ambulatory surgery center	*College/university*	*Automotive sales and service, non-marine*
Animal kennel/shelter[2]	*Communication facility*[13]	*Business service, intensive*
Arts, entertainment, indoor	*Fire or police facility*	*Construction and trade*
Arts, entertainment, outdoor[3]	*Hospital*	*Family child-care home*
Automotive sales and service, marine	*Laboratory*[6]	*Manufacturing, heavy*
Business service, standard	*Regional land use*	*Mobile home park*
Cemetery, columbarium or mausoleum[4]		*Resource land use*
Community residential facility (CRF)		*Retail sales, bulk*
Day-care		*Secure facility*
Eating and drinking place[5]		*Single detached dwelling unit*
Educational service		*Utility facility*
Funeral home/crematory		
Health care and social assistance		

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Laboratory[6]		*Warehousing*
Manufacturing, light		*Wholesale trade*
Marijuana business		
Mobile food service[7]		
Multiple family dwelling[8]		
Office		
Park		
Personal service		
Recreational facility, indoor		
Recreational facility, outdoor[3,9]		
Religious institution		
Retail sales		
Standalone parking[10]		
Supportive living facility		
Temporary lodging		
Transportation[11]		
Vehicle or equipment rental[12]		
Vehicle refueling station		

[1] It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:

a. Residentially zoned property;
b. Public or *private* school for general education of any grade K through 12;
c. School bus stop;
d. Licensed *day care* or licensed preschool facility;
e. Public *park*;
f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
g. Sports fields or playgrounds;
h. Recreation or community center;
i. *Religious institution*;
j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

[2] Provided:

a. No burning of refuse or dead animals is allowed;

b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;

c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and

d. The provisions of Chapter 18.70 KMC relative to animal keeping shall be met.

[3] Outdoor activities shall be at least 50 feet from adjoining residential zones and lighting shall be directed away from adjoining residential zones. Hours of operation may be restricted to ensure compatibility.

[4] Limited to indoor columbariums and mausoleums, only.

[5] Social card games, as defined by this title, are prohibited.

[6] Laboratories that must comply with special containment procedures for large quantities of hazardous materials are subject to a conditional use permit.

[7] Provided:

a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.

b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.

c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.

d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.

e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

[8] Allowed only as part of a mixed use development subject to the conditions of Chapter 18.50 KMC.

[9] Campgrounds and RV parks shall not be permitted.

[10] Standalone surface parking lots for vehicles, boats or boat racks shall not exceed 10,000 sq.ft. in size.

[11] Only passenger transportation uses shall be permitted (no trucking or towing).

[12] Equipment rental is prohibited.

[13] Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter **18.60** KMC.

18.25B.030 Accessory uses.

Accessory uses, when consistent with the definition in Chapter 18.20 KMC, are allowed as determined by the city manager.

18.25B.040 Zoning standards.

The following zone-specific development standards in Table B apply in the waterfront commercial zone:

Table B. Waterfront Commercial Development Standards

STANDARD	REQUIREMENT
Base Density: *Dwelling Units*/Gross Acre	48
Maximum Density: *Dwelling Units*/Gross Acre	72 du/ac[1]
Street Setback	10 ft.[2]
Minimum Interior *Setback*	20 ft.[3]
Maximum Height	40'
Maximum *Impervious Surface*: Percentage[4]	90%

[1] This density may only be achieved through the application of residential density incentives or *transfer of density credits* in *mixed use developments*. See Chapter 18.80 KMC.

[2] Fuel pump islands shall be placed no closer than 25 feet to *street* front lines.

[3] Required on property lines adjoining residential zones.

[4] The *impervious surface* area for any *lot* may be increased beyond the total amount permitted in this chapter subject to approval of a *conditional use permit*.

18.25B.050 Additional development standards.

A. Where the waterfront commercial zone abuts a residential zone, the city manager may require additional landscaping pursuant to Chapter 18.35 KMC, blank wall treatments pursuant to Chapter 18.52 KMC, and/or measures to address building mass and bulk pursuant to Sections 18.52.310 and/or KMC 18.52.330 KMC in order to mitigate impacts of new development on neighboring residential areas.

B. *Drive-through service* is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*.

- *Eliminate existing Chapter 18.26 as follows:*

Chapter 18.26

REGIONAL BUSINESS ZONE

Sections:
18.26.020 Regional business zone—Use allowances.
18.26.040 Regional business zone—Development standards.
18.26.060 Regional business zone—Existing legal uses.

18.26.020

Regional business zone—Use allowances.

The following *uses* listed in Table A are identified as permitted, conditionally permitted, special uses, or *prohibited uses* in the regional business zone:

Table A. Regional Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
Multiple Family Dwelling[1] *Community Residential Facility* I[1] *Community Residential Facility* II[1] *Senior Citizen Assisted Living*[1] *Residential Accessory Uses*[2] *Home Occupation* *Hotel/Motel*[3] Organization Hotel/Lodging Houses *Park* *Trails* *Marina* *Sports Club*[7] *Adult Entertainment Business*[8] *Theater* Bowling Center *Amusement and Recreation Services*[9,10] *Amusement Arcades* Library Museum Arboretum *Conference Center* *General Personal Service* Funeral Home/Crematory *Cemetery, Columbarium or Mausoleum*[12] *Day Care* I *Day Care* II Veterinary Clinic[14] Automotive Repair[15] Automotive Service	*Bed and Breakfast Guesthouse*[4,6] *Destination Resorts* Theater, Drive-in *Shooting Range*[11] Amusement Park *Cemetery, Columbarium or Mausoleum*[13] *Secondary or High School* *Helistop*[24] Food and Kindred Products Manufacture Winery/Brewery Apparel and Other Textile Products Manufacture Wood Products Manufacture, Except Furniture[29] Furniture and Fixtures Manufacture Printing and Publishing Leather and Leather Goods Manufacture Computer and Office Equipment Manufacture Electronic and Other Electric Equipment Manufacture Measuring and Controlling Instruments Manufacture Miscellaneous Light Manufacturing[32] Tire Retreading *Nonhydroelectric Generation Facility*[34]	*Outdoor Performance Center* *Jail* *Work Release Facility* *Public Agency Animal Control Facility* *Public Agency Training Facility*[33] *Nonhydroelectric Generation Facility* Oil and Gas Extraction *Energy Resource Recovery Facility* *Landfill* *Transfer Station* *Wastewater Treatment Facility* *Municipal Water Production* *Airport/Heliport* *Transit Bus Base* *School Bus Base* Racetrack[36] *Fairground* Zoo/Wildlife Exhibit[37] Stadium/Arena *Secure Community Transition Facilities*[39]	*Single Detached Dwelling Unit* *Family Child Care Home* *Designated Manufactured Home* *Mobile Home* and *Manufactured Home* *Mobile Home Park* *Dormitory* *Home Industry* *Campgrounds* *Recreational Vehicle Park* Golf Facility Dryecleaning Plants Industrial Launderers *Stable* *Elementary School* *Middle/Junior High School* *Warehousing and Wholesale Trade*[21] Farm Product Warehousing, Refrigeration and Storage *Log Storage* Transportation Service *Heavy Equipment and Truck Repair* *Agricultural Product Sales* *Livestock Sales* Textile Mill Products Paper and Allied Products Manufacture Chemicals and Allied Products Manufacture

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
Miscellaneous Repair *Church, Synagogue, Mosque, Temple* *Social Services*[16] *Kennel* or *Cattery* *Theatrical Production Services*[17] *Artist Studios* *Interim Recycling Facility* *Medical/Dental Office/Outpatient Clinic* Nursing and Personal Care Facilities Hospital Medical/Dental Lab *Miscellaneous Health Services* *Vocational School* *Specialized Instruction School* *School District Support Facility* *Government/Business Services Land Uses;* except *Warehousing and Wholesale Trade*; Farm Product Warehousing, Refrigeration and Storage; *Log Storage;* Transportation Service; *Heavy Equipment and Truck Repair;* and *Helistop*[18,19,20,22,23] *Retail Land Uses*, except Agricultural Product Sales and *Livestock Sales*[25,26,27,28] Printing and Publishing[30] Stone, Clay, Glass and Concrete Products Manufacture[31] Miscellaneous Light Manufacturing[32] Movie Production/Distribution *Communication Facility*[35]			Petroleum Refining and Related Industries Rubber and Miscellaneous Plastic Products Manufacture Primary Metal Industries Fabricated Metal Products Industrial and Commercial Machinery Manufacture Heavy Machinery and Equipment Manufacture Railroad Equipment Manufacture Guided Missile and Space Vehicle Parts Manufacture Miscellaneous Transportation Vehicles Manufacture *Motor Vehicle and Bicycle Manufacturing* *Aircraft, Ship and Boat Building* *Resource Land Uses* *Jail Farm*/Camp *Hydroelectric Generation Facility* *Soil Recycling Facility*

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
Earth Station College/University[38] *Marijuana business*			

[1] Only as part of a *mixed use development* subject to the conditions of Chapter 18.50 KMC, except that:

a. In the RB zone, stand-alone *townhouse* or stand-alone *apartment developments* with a base density no greater than 18 *dwelling units* per acre may be permitted; provided, the *city manager* finds that the *applicant*'s property contains environmental and/or access constraints that significantly hinder commercial *development*; and further provided, that adequate access meeting *City* standards is available from other public *streets*. The development standards for the R-18 zone shall be applicable to these *developments*.

[2] a. See KMC 18.73.100 regarding *accessory dwelling units*.

b. One single or twin engine, noncommercial aircraft shall be permitted only on *lots* that abut, or have a legal access that is not a *City* right-of-way to, a waterbody or landing field, provided there is:

(1) No aircraft sales, service, repair, charter or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

[3] Except *bed and breakfast guesthouses*.

[4] *Bed and breakfast guesthouses* shall be authorized after issuance of a *conditional use permit*, subject to the following conditions:

a. The guesthouse shall be owner-occupied;

b. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;

c. Parking shall be provided as required by this title; and

d. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.

[5] Reserved.

[6] Only if part of a *mixed use development*, and subject to the conditions of subsection 4 of this section.

[7] Only for stand-alone *sports clubs* that are not part of a *park*.

[8] It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, if any:

a. Residentially zoned property;

b. Public or *private* school for general education of any grade K through 12;

c. School bus stop;

d. Licensed *day care* or licensed preschool facility;

e. Public *park*;

f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;

g. Sports fields or playgrounds;

h. Recreation or community center;

i. *Church, synagogue, mosque, temple*, or other house of religious worship;

j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

[9] Excluding amusement and recreational *uses* classified elsewhere in this chapter.

[10] *Social card games*, as defined by this title, are prohibited.

[11] a. Only in an enclosed *building*, and subject to the licensing provisions of KMC Title 5;

b. Indoor ranges shall be designed and operated so as to provide a healthful environment for users and operators by:

(1) Installing ventilation systems that provide sufficient clean air in the user's breathing zone; and

(2) Adopting appropriate procedures and policies that monitor and control exposure time to airborne lead for individual users.

[12] Limited to columbariums accessory to a church, but required *landscaping* and parking shall not be reduced.

[13] *Structures* shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

[14] a. No burning of refuse or dead animals is allowed;

b. The portion of the *building* or *structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and

c. The provisions of Chapter 18.70 KMC relative to animal keeping are met.

[15] Except tire retreading.

[16] Except day care services and residential care.

[17] Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, school, licensed *day care* centers, *parks*, community centers, public libraries or churches that conduct religious or educational classes for minors.

[18] *Private stormwater management facility* is permitted except that in commercial zones or when participating in an approved shared facility drainage plan; such facilities shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. In commercial zones or shared facilities, such facilities which are not located on the lot they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.

[19] A *vactor waste receiving facility* is permitted; however, *vactor waste* treatment, storage and disposal shall be limited to liquid materials. Materials shall be disposed of directly into a sewer system, or shall be stored in tanks (or other covered *structures*), as well as enclosed *buildings*.

[20] Trucking and courier service is permitted, but is limited to self-service household moving truck or trailer rental accessory to a gasoline service station and courier services, except by air.

[21] Except *self-service storage*.

[22] Automotive parking is permitted with no dismantling or salvage of damaged, abandoned or otherwise impounded vehicles.

[23] Research, development and testing is permitted, except commercial, economic, sociological, and educational research. See *general business service*/office.

[24] Allowed as accessory to an allowed *use*.

[25] *Motor vehicle and boat dealers* are permitted, excluding retail sale of trucks exceeding one-ton capacity.

[26] Auto supply stores are permitted, but only for the sale of new or reconditioned automobile supplies.

[27] Eating and drinking places are permitted, but *social card games*, as defined by this title, are prohibited.

[28] *Auction houses* are permitted, excluding vehicle and *livestock* auctions.

[29] Limited to wood kitchen cabinets and millwork (excluding planing mills).

[30] Limited to photocopying and printing services offered to the general public.

[31] Only within enclosed *buildings*.

[32] Existing light manufacturing *uses* are permitted as "*existing legal*." New light manufacturing *uses* require a *conditional use permit*.

[33] Except weapons armories and outdoor *shooting ranges*.

[34] Limited to *cogeneration* facilities for on-site use only.

[35] The provisions apply only to *major communication facilities*. *Minor communication facilities* shall be reviewed in accordance with the processes and standards outlined in Chapter 18.60 KMC.

[36] Except racing of motorized vehicles.

[37] Except arboretum.

[38] Except technical institutions. See *vocational schools*.

[39] *SCTF* Siting. *Secure community transition facilities* as defined in RCW 71.09.020 are permitted by *special use permit* in the regional business zone subject to the following restrictions:

a. Maximum Number of Residents. No *SCTF* shall house more than three persons, excluding resident staff.

b. Siting Criteria.

(1) *SCTFs* should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.

(2) No *SCTF* shall be allowed within the following distances from the following specified *uses*, areas or zones, whether such *uses*, areas or zones are located within or outside the *City* limits:

(A) In or within 250 feet of any residential zone district, or any residentially zoned property;

(B) Adjacent to, immediately across a *street* or parking lot from, or within the line of sight of a "risk potential activity" as defined in RCW 71.09.020, as amended, including, but not limited to, public and private schools; school bus stops; licensed *day care* and licensed preschool facilities; public *parks*, publicly dedicated *trails* and sports fields; recreational and community centers; playgrounds; *church, synagogue, mosque, temple*; and public libraries.

(C) One mile from any existing *SCTF*, work release, prerelease, or similar facility.

(3) The distances specified in subsection (39)(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the *SCTF* is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land *use* is to be separated.

c. On-Site Facilities Required. Each *SCTF* shall provide on-site dining, on-site laundry or laundry service, and on-site *recreational facilities* to serve the residents.

d. *Special Use Permit* Application Process. A *special use permit* application for an *SCTF* shall be accompanied by the following:

(1) The siting process used for the *SCTF*, including alternative locations considered. At least three alternative locations must be considered.

(2) An analysis showing that utmost consideration was given to potential *sites* such that siting of the facility will have no unreasonable impact on any one racial, cultural, or socio-economic group, and that there will not be a resulting concentration of similar facilities in a particular neighborhood, community, jurisdiction or region.

(3) Proposed mitigation measures including the use of extensive buffering from adjacent *uses*.

(4) A detailed security plan for the facility and the residents.

(5) Proposed operating rules for the facility.

(6) A schedule and analysis of all public input solicited or to be solicited during the siting process.

[Ord. 11-0329 § 3 (Exh. 1).]

18.26.040

Regional business zone – Development standards.

The following zone-specific development standards in Table B apply in the regional business zone:

Table B. Regional Business Zone Development Standards

	ZONE	REGIONAL BUSINESS

STANDARDS	RB
Base Density: *Dwelling Unit*/Acre	36 du/ac[1]
Maximum Density: *Dwelling Unit*/Acre	48 du/ac[2]
Minimum *Street Setback*	10 ft.[3]
Minimum Interior *Setback*	20 ft.[4]
Base Height[5]	35 ft. 65 ft.[6]
Maximum *Floor Area Ratio*: Square Feet	2.5/1[7]
Maximum *Impervious Surface*: Percentage[8]	90%

[1] These densities are allowed only through the application of *mixed use development* standards.

[2] These densities may only be achieved through the application of residential density incentives or *transfer of density credits* in *mixed use developments*. See Chapter 18.80 KMC.

[3] Gas station pump islands shall be placed no closer than 25 feet to *street* front lines.

[4] Required on property lines adjoining residential zones.

[5] Height limits may be increased when portions of the *structure*/*building* which exceed the base height limit provide one additional foot of *street* and interior *setback* for each foot above the base height limit, provided the maximum height may exceed 75 feet only in *mixed use developments*. Netting or fencing and support *structures* for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior *setback* requirement; provided, that the maximum height shall not exceed 75 feet.

[6] This base height allowed only for *mixed use developments*.

[7] The *floor area ratio* for *mixed use developments* shall conform to Chapter 18.50 KMC.

[8] The *impervious surface* area for any *lot* may be increased beyond the total amount permitted in this chapter subject to approval of a *conditional use permit*.

[Ord. 11-0329 § 3 (Exh. 1).]

18.26.060

Regional business zone—Existing legal uses.

A. Regional Business Zone—Existing Legal Uses.

Specific Land Use	RB
Existing legal uses as of May 8, 2003, which are not otherwise allowed as a permitted use, conditional use, or special use in Chapter 18.26 KMC, or a P-suffix or special overlay district pursuant to Chapter 18.47 KMC.	P

- *Replace with new Chapter 18.26 as follows:*

Chapter 18.26
REGIONAL BUSINESS ZONE

Sections:

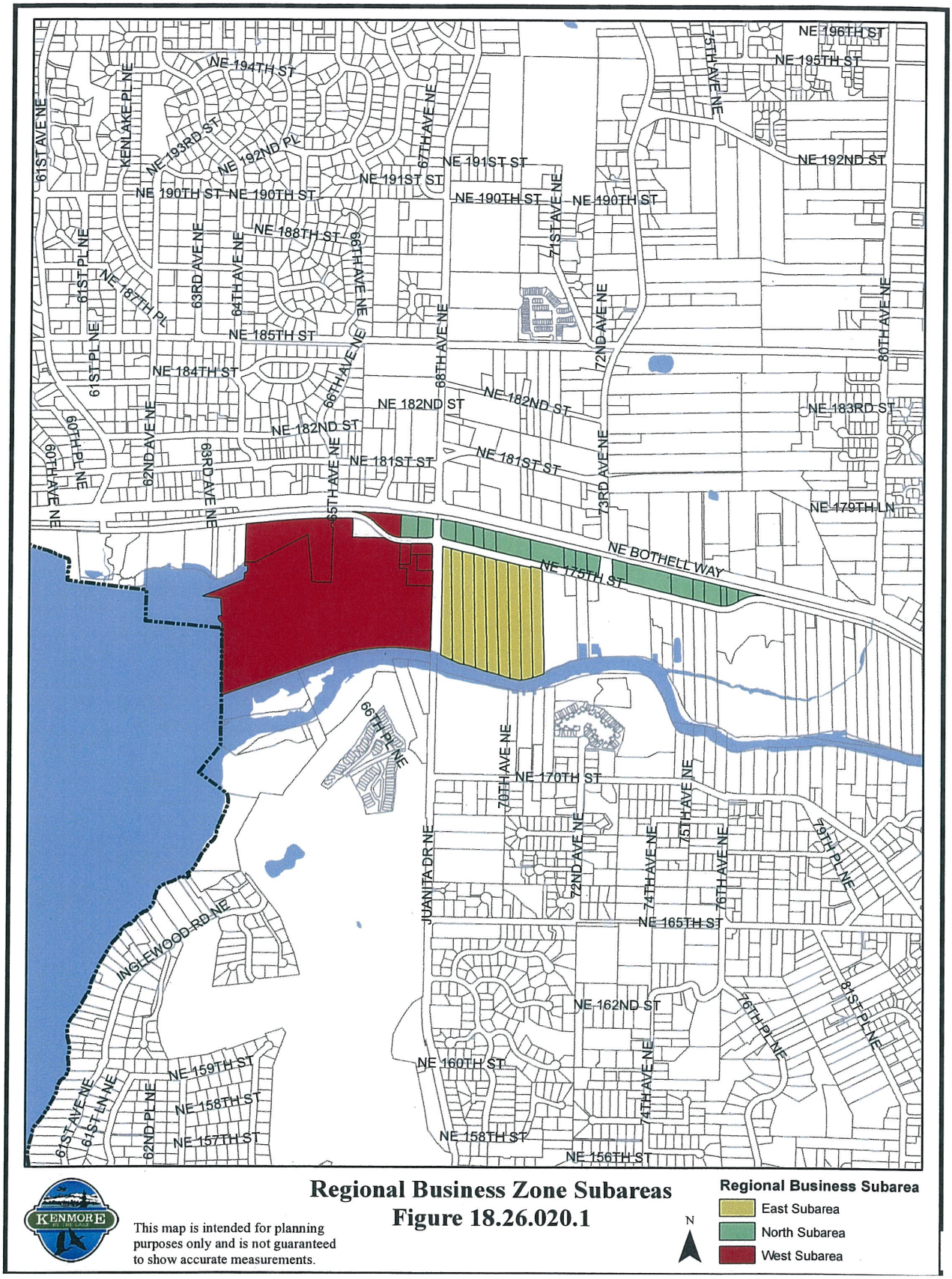
18.26.010 Intent
18.26.020 Subareas.
18.26.030 Use allowances – Regional business north subarea.
18.26.040 Use allowances – Regional business east subarea.
18.26.050 Use allowances – Regional business west subarea.
18.26.060 Accessory uses.
18.26.070 Zoning standards.
18.26.080 Additional development standards.
18.26.090 Conflict with design standards.

18.26.010 Intent.

The regional business zone is intended to provide the broadest mix of retail, office, wholesale, and service uses, with compatible storage and light manufacturing uses, serving regional market areas and offering significant employment opportunities. These purposes are accomplished by supporting existing businesses while encouraging compact and mixed-use development that is supportive of transit and pedestrian travel for the future. In the east and west subareas, public access to the waterfront is particularly desirable.

18.26.020 Subareas.

The regional business zone is divided into three subareas: regional business north, regional business east, and regional business west as depicted in Figure 18.26.020.1.


NE 196TH ST
NE 195TH ST
NE 194TH ST
NE 193RD ST
NE 192ND PL
NE 192ND ST
NE 191ST ST
NE 190TH ST
NE 188TH ST
NE 185TH ST
NE 184TH ST
NE 182ND ST
NE 181ST ST
NE 179TH LN
NE BOTHELL WAY
NE 175TH ST
NE 170TH ST
NE 165TH ST
NE 162ND ST
NE 160TH ST
NE 159TH ST
NE 158TH ST
NE 157TH ST
NE 156TH ST
61ST AVE NE
61ST PL NE
KENLAKE PL NE
NE 187TH PL
63RD AVE NE
64TH AVE NE
66TH AVE NE
67TH AVE NE
68TH AVE NE
71ST AVE NE
72ND AVE NE
73RD AVE NE
75TH AVE NE
80TH AVE NE
60TH AVE NE
60TH PL NE
62ND AVE NE
63RD AVE NE
65TH AVE NE
66TH PL NE
70TH AVE NE
72ND AVE NE
74TH AVE NE
75TH AVE NE
76TH AVE NE
79TH PL NE
81ST PL NE
JUANITA DR NE
INGLEWOOD RD NE
61ST AVE NE
61ST LN NE
62ND PL NE
Regional Business Zone Subareas
Figure 18.26.020.1
This map is intended for planning purposes only and is not guaranteed to show accurate measurements.
N
Regional Business Subarea
East Subarea
North Subarea
West Subarea

18.26.030 Use allowances – Regional business north subarea.

The following *uses* listed in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the regional business north subarea:

Table A. Regional Business North Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business[1]	*College/university*	*Air transportation service*
Ambulatory surgery center	*Communication facility*[12]	*Auction house*
Animal kennel/shelter[2]	*Laboratory*[6]	*Automotive sales and service, non-marine*[4]
Arts, entertainment, indoor	*Recreational facility, outdoor*[13]	*Business service, intensive*
Arts, entertainment, outdoor	*Regional land use*	*Cemetery, columbarium or mausoleum*
Automotive sales and service, marine[3]	*Utility facility*	*Family child-care home*
Automotive sales and service, non-marine[4]		*Funeral home/crematory*
Business service, standard		*Hospital*
Community residential facility		*Manufacturing, heavy*
Construction and trade		*Mobile home park*
Day-care		*Resource land use*
Eating and drinking place[5]		*Retail sales, bulk*
Educational service		*Secure facility*
Fire or police facility		*Single detached dwelling unit*
Health care and social assistance		*Vehicle or equipment rental*[11]
Laboratory[6]		*Vehicle refueling station*
Manufacturing, light		*Warehousing*
Marijuana business		
Mobile food service[7]		
Multiple family dwelling[8]		
Office		
Park		
Personal service		
Recreational facility, indoor		
Religious institution		
Retail sales		
Standalone parking[9]		
Supportive living facility		
Temporary lodging		
Transportation[10]		
Vehicle or equipment rental[11]		
Wholesale trade		

[1] It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:
a. Residentially zoned property;
b. Public or *private* school for general education of any grade K through 12;
c. School bus stop;
d. Licensed *day care* or licensed preschool facility;
e. Public *park*;
f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
g. Sports fields or playgrounds;
h. Recreation or community center;
i. *Religious institution*;
j. Public library.
It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

[2] Provided:
a. No burning of refuse or dead animals is allowed;
b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;
c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and
d. The provisions of Chapter 18.70 KMC relative to animal keeping shall be met.

[3] Outdoor sales lots shall not exceed 20,000 sq.ft. in size.

[4] Automotive sales are prohibited. Service of trucks exceeding 8-ton capacity (FHWA Classes 5-8) and heavy equipment is prohibited.

[5] Social card games, as defined by this title, are prohibited.

[6] Laboratories that must comply with special containment procedures for large quantities of hazardous materials are subject to a conditional use permit.

[7] Provided:
a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.
e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

[8] Allowed only as part of a mixed use development subject to the conditions of Chapter 18.50 KMC.

[9] Standalone surface parking lots and boat racks are not permitted.

[10] Trucking and freight hauling businesses are not permitted.

[11] Equipment rental is prohibited.

[12] Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter **18.60** KMC.

[13] Campgrounds and RV parks shall not be permitted.

18.26.040 Use allowances – Regional business east subarea.

The following *uses* listed in Table B are identified as permitted, conditionally permitted, or *prohibited uses* in the regional business east subarea:

Table B. Regional Business East Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business[1]	*College/university*	*Air transportation service*
Ambulatory surgery center	*Communication facility*[16]	*Automotive sales and service, non-marine*[5]
Animal kennel/shelter[2]	*Hospital*	*Business service, intensive*
Arts, entertainment, indoor	*Laboratory*[8]	*Family child-care home*
Arts, entertainment, outdoor[3]	*Regional land use*	*Manufacturing, heavy*
Auction house[4]	*Secure facility*[17]	*Mobile home park*
Automotive sales and service, marine	*Utility facility*	*Resource land use*
Automotive sales and service, non-marine[5]		*Retail sales, bulk*
Business service, standard		*Single detached dwelling unit*
Cemetery, columbarium or mausoleum[6]		*Vehicle refueling station*
Community residential facility		
Construction and trade		
Day-care		
Eating and drinking place[7]		
Educational service		
Fire or police facility		
Funeral home/crematory		

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Health care and social assistance *Laboratory*[8] *Manufacturing, light* *Marijuana business* *Mobile food service*[9] *Multiple family dwelling*[10] *Office* *Park* *Personal service* *Recreational facility, indoor* *Recreational facility, outdoor*[3,11] *Religious institution* *Retail sales*[12] *Standalone parking*[13] *Supportive living facility* *Temporary lodging* *Transportation*[14] *Vehicle or equipment rental* *Warehousing*[15] *Wholesale trade*		

[1] It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:
a. Residentially zoned property;
b. Public or *private* school for general education of any grade K through 12;
c. School bus stop;
d. Licensed *day care* or licensed preschool facility;
e. Public *park*;
f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
g. Sports fields or playgrounds;
h. Recreation or community center;
i. *Religious institution*;
j. Public library.
It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

[2] Provided:
a. No burning of refuse or dead animals is allowed;
b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;
c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and
d. The provisions of Chapter 18.70 KMC relative to animal keeping shall be met.

[3] Outdoor activities shall be at least 50 feet from adjoining residential zones and lighting shall be directed away from adjoining residential zones. Hours of operation may be restricted to ensure compatibility.

[4] Excluding animal auctions.

[5] Automotive sales are prohibited. Service of trucks exceeding 8-ton capacity (FHWA Classes 5-8) and heavy equipment is prohibited.

[6] Limited to indoor columbariums and mausoleums.

[7] Social card games, as defined by this title, are prohibited.

[8] Laboratories that must comply with special containment procedures for large quantities of hazardous materials are subject to a conditional use permit.

[9] Provided:
a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.
e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

[10] Allowed only as part of a mixed use development subject to the conditions of Chapter 18.50 KMC.

[11] Campgrounds and RV parks shall not be permitted.

[12] Allowed only as part of a mixed use development.

[13] Only standalone boat parking is permitted. Parking lots are limited in size to 10,000 sq.ft.

[14] Trucking and freight hauling businesses are not permitted.

[15] A warehouse shall not exceed 20,000 sq.ft. in size. Standalone outdoor storage shall not be permitted.

[16] Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter **18.60** KMC.

[17] Jail and jail farm/camp are prohibited. Secure community transition facilities as defined in RCW 71.09.020 are subject to the following restrictions:
a. Maximum Number of Residents. No SCTF shall house more than three persons, excluding resident staff.
b. Siting Criteria.
(1) SCTFs should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.
(2) No SCTF shall be allowed within the following distances from the following specified uses, areas or zones, whether such uses, areas or zones are located within or outside the City limits:
(A) In or within 250 feet of any residential zone district, or any residentially zoned property;
(B) Adjacent to, immediately across a street or parking lot from, or within the line of sight of a "risk potential activity" as defined in RCW 71.09.020, as amended, including, but not limited to, public and private schools; school bus stops; licensed day care and licensed preschool facilities; public parks, publicly dedicated trails and sports fields; recreational and community centers; playgrounds; church, synagogue, mosque, temple; and public libraries.
(C) One mile from any existing SCTF, work release, prerelease, or similar facility.
(3) The distances specified in subsection (39)(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the SCTF is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.
c. On-Site Facilities Required. Each SCTF shall provide on-site dining, on-site laundry or laundry service, and on-site recreational facilities to serve the residents.
d. Conditional Use Permit Application Process. A conditional use permit application for an SCTF shall be accompanied by the following:
(1) The siting process used for the SCTF, including alternative locations considered. At least three alternative locations must be considered.
(2) An analysis showing that utmost consideration was given to potential sites such that siting of the facility will have no unreasonable impact on any one racial, cultural, or socio-economic group, and that there will not be a resulting concentration of similar facilities in a particular neighborhood, community, jurisdiction or region.
(3) Proposed mitigation measures including the use of extensive buffering from adjacent uses.
(4) A detailed security plan for the facility and the residents.
(5) Proposed operating rules for the facility.
(6) A schedule and analysis of all public input solicited or to be solicited during the siting process.

18.26.050 Use allowances – Regional business west subarea.

The following *uses* listed in Table C are identified as permitted, conditionally permitted, or *prohibited uses* in the regional business west subarea:

Table C. Regional Business West Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business[1]	*College/university*	*Air transportation service*
Ambulatory surgery center	*Communication facility*[13]	*Animal kennel/shelter*
Arts, entertainment, indoor	*Laboratory*[4]	*Auction house*
Arts, entertainment, outdoor	*Manufacturing, light*	*Automotive sales and service, non-marine*
Automotive sales and service, marine[2]	*Regional land use*	*Business service, intensive*
Business service, standard		*Cemetery, columbarium or mausoleum*
Community residential facility		*Construction and trade*
Day-care		*Family child-care home*
Eating and drinking place[3]		*Funeral home/crematory*
Educational service		*Hospital*
Fire or police facility		*Manufacturing, heavy*
Health care and social assistance		*Mobile home park*
Laboratory[4]		*Resource land use*
Marijuana business		*Retail sales, bulk*
Mobile food service[5]		*Secure facility*
Multiple family dwelling[6]		*Single detached dwelling unit*
Office		*Utility facility*
Park		*Warehousing*
Personal service		*Wholesale trade*
Recreational facility, indoor		
Recreational facility, outdoor[7]		
Religious institution		
Retail sales[8]		
Standalone parking[9]		
Supportive living facility		
Temporary lodging		
Transportation[10]		
Vehicle or equipment rental[11]		
Vehicle refueling station[12]		

[1] It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:
a. Residentially zoned property;
b. Public or *private* school for general education of any grade K through 12;
c. School bus stop;
d. Licensed *day care* or licensed preschool facility;

e. Public *park*;
f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
g. Sports fields or playgrounds;
h. Recreation or community center;
i. *Religious institution*;
j. Public library.
It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

[2] Repair work or service shall only be performed in an enclosed building, with no outdoor storage of materials.

[3] Social card games, as defined by this title, are prohibited.

[4] Laboratories that must comply with special containment procedures for large quantities of hazardous materials are subject to a conditional use permit.

[5] Provided:
a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.
e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

[6] Allowed only as part of a mixed use development subject to the conditions of Chapter 18.50 KMC.

[7] Campgrounds and RV parks shall not be permitted.

[8] Allowed only as part of a mixed use development.

[9] All standalone surface parking lots for vehicles, boats and/or boat racks are limited in size to 10,000 sq.ft.

[10] Only passenger transportation uses are permitted.

[11] Equipment rental is prohibited. Vehicle rental is allowed only as an accessory to a permitted use.

[12] Allowed only as an accessory to a permitted use.

[13] Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter **18.60** KMC.

18.26.060 Accessory uses.

Accessory uses, when consistent with the definition in Chapter 18.20 KMC, are allowed as determined by the city manager.

18.26.070 Zoning standards.

The following zone-specific development standards in Table D apply in the regional business zone:

Table D. Regional Business Zone Development Standards

STANDARD	REQUIREMENT
Base Density: *Dwelling Units*/Acre	48 du/ac
Maximum Density: *Dwelling Units*/Acre	72 du/ac[1]
Minimum *Street Setback*	10 ft.[2]
Minimum Interior *Setback*	20 ft.[3]
Maximum Height	55'
Maximum *Impervious Surface*: Percentage[4]	90%

[1] This density may only be achieved through the application of residential density incentives or *transfer of density credits* in *mixed use developments*. See Chapter 18.80 KMC.

[2] Gas station pump islands shall be placed no closer than 25 feet to *street* front lines.

[3] Required on property lines adjoining residential zones.

[4] The *impervious surface* area for any *lot* may be increased beyond the total amount permitted in this chapter subject to approval of a *conditional use permit*.

18.26.080 Additional development standards.

A. Where the regional business zone abuts a residential zone, the city manager may require additional landscaping pursuant to Chapter 18.35 KMC, blank wall treatments pursuant to Chapter 18.52 KMC, and/or measures to address building mass and bulk pursuant to Sections 18.52.310 and/or 18.52.330 KMC in order to mitigate impacts of new development on neighboring residential areas.

B. *Drive-through service* is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*. Modifications to these requirements may be reviewed through the site plan or building permit review process when meeting the intent of pedestrian orientation pursuant to Chapter 18.52 KMC, Downtown Design Standards.

C. Outdoor storage is prohibited in the Regional Business zone, west subarea. In the Regional Business zone, north subarea, accessory outdoor storage is limited to a maximum of 50% of the site area.

18.26.090 Conflict with design standards.

In the event of a conflict between Chapter 18.52 KMC, Downtown Design Standards, and regional business zone standards, the Kenmore downtown design standards shall prevail.

Chapter 18.30

DEVELOPMENT STANDARDS – GENERAL

- *Amend Section 18.30.015 as follows:*

18.30.015 Burke-Gilman Trail.

A. RB-zoned properties which lie north of NE 175th Street shall provide 10 feet of Type II *landscaping* along the common property boundary with the Burke-Gilman public trail right-of-way. Property owners may negotiate with King County to have the Type II *landscaping* located within the Burke-Gilman public right-of-way.

B. The Burke-Gilman Trail shall be considered a public right-of-way for purposes of Sections 18.52.180, 18.52.200, 18.52.230, 18.52.240, and 18.52.310 of Chapter 18.52 KMC (Downtown Design Standards).

- *Add the following new section:*

18.30.112 Outdoor storage for nonresidential uses.

A. Where outdoor storage is permitted, it shall meet the following standards:
   1. Storage shall not be permitted in required setbacks and shall not be located between the building(s) and the primary street.
   2. Storage shall be screened from view from the public right-of-way and adjacent residential zones using a minimum 6'-high solid wood fence, masonry wall, or vegetation approved by the city manager.
   3. Storage shall be maintained in a neat, orderly and safe manner;
   4. Outdoor storage areas shall be graded and shall meet the requirements of the city's Stormwater Pollution Prevention Manual. Outdoor storage areas may be surfaced with permeable materials if adequate drainage and erosion and dust control are provided.
   5. Lighting shall be directed away from adjacent residential zones and shall be shielded as necessary to reduce impacts.

B. Exception: In cases where an outdoor storage area is used for purposes of product advertising, the city manager may make an exception to these standards. Exceptions shall be the minimum necessary to achieve the outdoor advertising purpose.

- *Amend Section 18.30.130.A as follows:*

18.30.130.A Recreation space – On-site areas.

A. Single-family detached subdivisions, *apartment*, *townhouse* and *mixed use development* of more than nine units in the R-4 through R-48 and DR zones and stand-alone apartment or *townhouse developments* in the NB, UC or DC zone of more than nine units, excluding age restricted *senior citizen* housing, shall provide a common recreational open space area on-site, except when facilities are available to the public that meet all of the following requirements:

1. Are developed as a county, municipal or regional *park*;
2. Are located within one-quarter-mile walking distance; and
3. Are accessible without crossing any arterial *street*.

- *Amend Section 18.30.230.B as follows:*

18.30.230.B Setbacks – Projections and structures allowed.

B. Uncovered porches and decks which exceed 18 inches above the finished grade may project:

1. Eighteen inches into interior *setbacks* in the NB, CB, DR, DC, UC, DW, RB, PSP, P, and GC zones;

2. Eighteen inches into side *setbacks* in the R zones;

3. Eighteen inches into rear *setbacks* in the R-12 through R-48 zones;

4. Five feet into rear *setbacks* in the R-1 through R-6 zones; and

5. Five feet into *street setbacks*;

- *Amend Section 18.30.250.G as follows:*

18.30.250 Storage space and collection points for trash and recyclables.

G. For the DC and DR zones, or RB-zoned properties ~~that are not subject to P-suffix condition NS-P4, and~~ which lie north of NE 175th Street ~~between 65th Avenue NE extended and 73rd Avenue NE~~, the standards in this section above apply as an option. The downtown design standards offer additional options for screening of storage for these ~~zones~~areas only. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.35

DEVELOPMENT STANDARDS – LANDSCAPING

- *Amend Section 18.35.030 as follows:*

18.35.030 Land use grouping.

To facilitate the application of this chapter, land *uses* have been grouped in the following manner:

A. "Residential *development*" refers to *residential land uses*~~;~~ (except *residential accessory uses*, *home occupation*, and *home industry*), *multiple family dwelling, supportive living facility, and temporary lodging.*

B. "Attached/group residences" refers to:

1. Multiple family dwellings, including:

a. Townhouses, except as provided in subsection (C)(1) of this section;

~~2~~b. *Apartments*~~;~~;

2. ~~and d~~Detached *dwelling units* developed on common property at a density of 12 or more units per acre;

3. *Senior citizen assisted living* and *supportive living facilities*;

4. Temporary lodging;

5. Group residences other than Type I *community residential facilities*; and

6. *Mobile home parks*.

C. "Single-family *development*" refers to:

1. Residential subdivisions and short subdivisions, including attached and detached *dwelling units* on individually platted or short platted *lots*;

2. Any detached *dwelling units* located on a *lot*;

3. *Family child-care homes*; and

4. Type I *community residential facilities*.

D. "Commercial *development*" refers to:

1. *Adult entertainment business*; *theater*; *theater*, drive-in; bowling center; *amusement and recreation services*; *shooting range*; *amusement arcades*; amusement park; ~~and~~ *outdoor performance center; arts, entertainment; and recreational facility*;

2. "*General services land uses*" (except recycling centers, health and educational services, *day care* I, and *church, synagogue, mosque, temple*), *personal service,* and *animal kennel/shelter*;

3. "*Retail land uses*;" and *retail sales* (except *forest product sales* and agricultural crop sales) *automotive sales*, and *vehicle refueling stations*; and

4. Car washes.

E. "Industrial *development*" refers to:

1. *Interim recycling facility*;

2. "*Government/business services land uses*" (except *public agency or utility office*; *public agency or utility yard*; *public agency archives*; court; police facility; fire facility; *utility facility*; *commuter parking lot*; *private stormwater management facility*; and *vactor waste receiving facility*), *standard business service, office, warehousing, wholesale trade, and air transportation service*;

3. "*Manufacturing land uses*"; and

4. Mineral extraction and processing.

F. "Institutional *development*" refers to:

1. Library, museum and *conference center*;

2. ~~*Church, synagogue, mosque, temple*~~*Religious institution*; *medical/dental office/outpatient clinics*, nursing facilities, hospital, medical/dental lab, ~~and~~ *miscellaneous health services, health care and social assistance, ambulatory surgery center, and laboratory*; and *educational service, elementary schools*, *middle/junior high schools*, *secondary or high schools*, *vocational schools*, *school district* support facilities, and *specialized instruction schools* except *specialized instruction schools* permitted as an *accessory use*; and

3. *Public agency or utility office*; *public agency or utility yard*; *public agency archives*; court; police facility; fire facility; *utility facility*; *commuter parking lot*; *standalone parking; private stormwater management facility*; and *vactor waste receiving facility*.

G. "Utility *development*" refers to *utility facilities*.

H. *Uses* that are not listed in this section shall not be subject to *landscaping* requirements except as specified in any applicable review of a *conditional use* or *special use permit*. [Ord. 11-0329 § 3 (Exh. 1).]

- *Eliminate Section 18.35.060 as follows:*

~~**18.35.060 Landscaping along the Burke-Gilman public trail.**~~

~~RB-zoned properties that are not subject to P-suffix condition NS-P4, and which lie north of NE 175th Street between 65th Avenue NE extended and 73rd Avenue NE, shall provide 10 feet of Type II *landscaping* along the common property boundary with the Burke-Gilman public trail right-of-way. Property owners may negotiate with King County to have the Type II *landscaping* located within the Burke-Gilman public right-of-way. [Ord. 11-0329 § 3 (Exh. 1).]~~

- *Amend Section 18.35.070 as follows:*

18.35.070 Landscaping – Surface parking areas.

A. *Trees* shall be provided and distributed throughout the parking area at a rate of:

1. One *tree* for every three parking stalls for a commercial or industrial *development*; and

2. One *tree* for every five parking stalls for residential or institutional *development*;

B. The maximum distance between any parking stall and *landscaping* shall be no more than 100 feet;

C. Permanent curbs or structural barriers shall be provided to protect the plantings from vehicle overhang;

D. Landscaping around the perimeter of a *site* that is in addition to the perimeter *landscaping* required by KMC 18.35.045 may count toward 10 percent of the required surface parking area *landscaping* in all zones except the DC and DR zones, or RB-zoned properties that are not subject to P-suffix condition NS-P4, and which lie north of NE 175th Street ~~between 65th Avenue NE extended and 73rd Avenue NE~~ (see subsection F of this section), if it is adjacent to the parking area;

E. Parking area *landscaping* shall consist of:

1. Canopy-type *deciduous trees*, *evergreen trees*, *evergreen* shrubs and ground covers planted in islands or strips;

2. Shrubs that do not exceed a maintained height of 42 inches;

3. Plantings contained in planting islands or strips having an area of at least 100 square feet and with a narrow dimension of no less than five feet;

4. Ground cover in accordance with KMC 18.35.090; and

5. At least 70 percent of *trees* are *deciduous*; and

F. Standards for perimeter *landscaping* and screening of surface parking lots for the DC and DR zones, or RB-zoned properties that are not subject to P-suffix condition NS-P4, and which lie north of NE 175th Street ~~between 65th Avenue NE extended and 73rd Avenue NE~~, are defined in Chapter 18.52 KMC, Downtown Design Standards. All other landscape requirements for surface parking lot landscaping in this section apply to the DC and DR zones, and RB-zoned properties that are not subject to P-suffix condition NS-P4, and which lie north of NE 175th Street between 65th Avenue NE extended and 73rd Avenue NE. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.40

DEVELOPMENT STANDARDS – PARKING AND CIRCULATION

- *Amend Section 18.40.030.A as follows:*

18.40.030 Computation of required off-street parking spaces.

A. Except as modified in KMC 18.40.040, 18.40.050 or 18.40.090, off-street parking areas shall contain at a minimum the number of *parking spaces* as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets, restrooms and exterior walls. If the formula for determining the number of off-street *parking spaces* results in a fraction, the number of off-street *parking spaces* shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE

LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
***RESIDENTIAL*:**		
Single detached	2.0 per *dwelling unit*	2.0 per *dwelling unit*; tandem stalls permitted
Townhouse	2.0 per *dwelling unit*	1.5 per *dwelling unit*; tandem stalls permitted
Guest parking	1 space for every 5 units	1 space for every 5 units
Apartment:		
Studio units	1.2 per *dwelling unit*	1.0:du; tandem stalls permitted
One bedroom units	1.5 per *dwelling unit*	1.0:du; tandem stalls permitted
Two bedroom units	1.7 per *dwelling unit*	1.5:du; tandem stalls permitted
Three bedroom units or larger	2.0 per *dwelling unit*	1.7:du; tandem stalls permitted
Guest parking	1 space for every 5 units	1 space for every 5 units
Mobile home park	2.0 per *dwelling unit*	2.0 per *dwelling unit*
Senior citizen assisted living	1 per 2 dwelling or sleeping units	1 per 2 dwelling or sleeping units
Community residential facilities	1 per 2 bedrooms	1 per 2 bedrooms
Dormitory, including religious	1 per 2 bedrooms	1 per 2 bedrooms
Hotel/motel including organizational *hotel*/lodging	1 per bedroom	1 per bedroom
Bed and breakfast guesthouse	1 per guest room, plus 2 per facility	1 per guest room, plus 2 per facility
***RECREATIONAL/CULTURAL*:**		
Recreational/cultural land uses, arts/entertainment and recreational facility:	1 per 300 square feet	1 per 300 square feet
Exceptions:		
Bowling center	5 per lane	5 per lane

LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
Golf course	3 per hole, plus 1 per 300 square feet of clubhouse facilities	–
Tennis club	4 per tennis court, plus 1 per 300 square feet of clubhouse facility	–
Golf driving range	1 per tee	–
Park/playfield	(*city manager*)	(*city manager*)
Theater	1 per 3 fixed seats	1 per 3 fixed seats
Conference center	1 per 3 fixed seats, plus 1 per 50 square feet used for assembly purposes without fixed seats, or 1 per bedroom, whichever results in the greater number of spaces	1 per 3 fixed seats, plus 1 per 50 square feet used for assembly purposes without fixed seats, or 1 per bedroom, whichever results in the greater number of spaces
***GENERAL SERVICES*:**		
General services land uses, *personal service*, and *animal kennel/shelter*:	1 per 300 square feet	1 per 300 square feet
Exceptions:		
Funeral home/crematory	1 per 50 square feet of chapel area	–
Day care I	2 per facility	2 per facility
Day care II	2 per facility, plus 1 space for each 20 children	2 per facility, plus 1 space for each 20 children
Church, synagogue, mosque, temple	1 per 5 fixed seats, plus 1 per 50 square feet of gross floor area without fixed seats used for assembly purposes	1 per 5 fixed seats, plus 1 per 50 square feet of gross floor area without fixed seats used for assembly purposes
Outpatient and veterinary clinic offices	1 per 300 square feet of office, labs and examination rooms	1 per 300 square feet of office, labs and examination rooms
Nursing and personal care facilities	1 per 4 beds	–
Hospital	1 per bed	1 per bed
Elementary schools	1 per *school classroom*, plus 1 per 50 students	1 per *school classroom*, plus 1 per 50 students

LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
Secondary schools:		
Middle/junior high schools	1 per *school classroom*, plus 1 per 50 students	1 per *school classroom*, plus 1 per 50 students
High schools	1 per *school classroom*, plus 1 per 10 students	1 per *school classroom*, plus 1 per 10 students
High schools with stadiums	Greater of 1 per *school classroom*, plus 1 per 10 students, or 1 per 3 fixed seats in stadium	Greater of 1 per *school classroom*, plus 1 per 10 students, or 1 per 3 fixed seats in stadium
Vocational schools	1 per *school classroom*, plus 1 per 5 students	1 per *school classroom*, plus 1 per 5 students
Specialized instruction schools	1 per *school classroom*, plus 1 per 2 students	1 per *school classroom*, plus 1 per 2 students
Colleges/universities	1 per 2 commuting students, faculty and staff	–
Artist studios	0.9 per 1,000 square feet of area used for studios	0.9 per 1,000 square feet of area used for studios
***GOVERNMENT/BUSINESS SERVICES*:**		
Government/business services land uses, standard business service, office, warehousing, and air transportation service:	1 per 300 square feet	1 per 300 square feet
Exceptions:		
Public agency yard	1 per 300 square feet of offices, plus 0.9 per 1,000 square feet of *indoor storage* or repair areas	–
Public agency archives	0.9 per 1,000 square feet of storage area, plus 1 per 50 square feet of waiting/reviewing areas	–
Courts	3 per courtroom, plus 1 per 50 square feet of fixed seat or assembly areas	3 per courtroom, plus 1 per 50 square feet of fixed seat or assembly areas
Police facility	(*city manager*)	(*city manager*)

LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
Fire facility	(*city manager*)	(*city manager*)
Construction and trade	1 per 300 square feet of office, plus 1 per 3,000 square feet of storage area	1 per 300 square feet of office, plus 1 per 3,000 square feet of storage area
Warehousing and storage	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of storage area	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of storage area
Self-service storage	1 per 3,500 square feet of storage area, plus 2 for any resident director's unit	1 per 3,500 square feet of storage area, plus 2 for any resident director's unit
Outdoor advertising services	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of storage area	–
Heavy equipment repair	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of indoor repair areas	–
Office	1 per 300 square feet	1 per 300 square feet
***RETAIL*/WHOLESALE:**		
Retail land uses, retail sales, automotive sales, and vehicle refueling stations:	1 per 300 square feet	1 per 300 square feet
Exceptions:		
Food stores, less than 15,000 square feet	3 plus 1 per 350 square feet	3 plus 1 per 350 square feet
Gasoline service stations and *vehicle refueling stations* w/o grocery	3 per facility, plus 1 per service bay	3 per facility, plus 1 per service bay
Gasoline service stations and *vehicle refueling stations* w/grocery, no service bays	1 per facility, plus 1 per 300 square feet of store	1 per facility, plus 1 per 300 square feet of store
Restaurants	1 per 75 square feet in dining or lounge areas	1 per 75 square feet in dining or lounge areas
Wholesale trade *uses*	0.9 per 1,000 square feet	0.9 per 1,000 square feet

LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
Retail and wholesale trade mixed use	1 per 300 square feet	1 per 300 square feet
***MANUFACTURING*:**		
Manufacturing land uses	0.9 per 1,000 square feet	–
Winery/brewery	0.9 per 1,000 square feet, plus 1 per 50 square feet of tasting area	–
RESOURCES:		
Resource land uses	(*city manager*)	–
REGIONAL:		
Regional land uses	(*city manager*)	(*city manager*)

- *Amend Section 18.40.070 as follows:*

18.40.070

Loading space and loading dock requirements.

A. Every nonresidential *building* engaged in retail, wholesale, manufacturing or storage activities, excluding *self-service storage* facilities, shall provide *loading spaces* in accordance with the standards listed below.

GROSS FLOOR AREA	REQUIRED NUMBER OF LOADING SPACES
10,000 to 16,000 square feet	1
16,001 to 40,000 square feet	2
40,001 to 64,000 square feet	3
64,001 to 96,000 square feet	4
96,001 to 128,000 square feet	5
128,001 to 160,000 square feet	6
160,001 to 196,000 square feet	7
For each additional 36,000 square feet	1 additional

B. Every *building* engaged in *hotel*, office *building*, restaurant, hospital, auditorium, convention hall, exhibition hall, sports arena/stadium or other similar *use* shall provide *loading spaces* in accordance with the standards listed below.

GROSS FLOOR AREA	REQUIRED NUMBER OF LOADING SPACES
40,000 to 60,000 square feet	1
60,001 to 160,000 square feet	2
160,001 to 264,000 square feet	3
264,001 to 388,000 square feet	4
388,001 to 520,000 square feet	5
520,001 to 652,000 square feet	6
652,001 to 784,000 square feet	7
784,001 to 920,000 square feet	8
For each additional 140,000 square feet	1 additional

C. Each *loading space* required by this section shall be a minimum of 10 feet wide, 30 feet long, and have an unobstructed vertical clearance of 14 feet, six inches, and shall be surfaced, improved and maintained as required by this chapter. *Loading spaces* shall be located so that trucks shall not obstruct pedestrian or vehicle traffic movement or project into any public right-of-way. All *loading space* areas shall be separated from parking areas and shall be designated as truck *loading spaces*.

D. Any *loading space*, including loading docks, located within 100 feet of areas zoned for residential *use* shall be screened and operated as necessary to reduce noise and visual impacts. Noise mitigation measures may include architectural or structural barriers, berms, walls, or restrictions on the hours of operation.

E. Multi-story *self-service storage* facilities shall provide two *loading spaces*, and single-story facilities one *loading space*, adjacent to each building entrance that provides common access to interior storage units. Each loading berth shall measure not less than 25 feet by 12 feet with an unobstructed vertical clearance of 14 feet, six inches, and shall be surfaced, improved and maintained as required by this chapter. Any floor area additions or structural alterations to a *building* shall be required to provide *loading space* or spaces as set forth in this chapter.

F. Loading docks shall be screened from view of the public right-of-way. Screening may include architectural or structural barriers, berms, walls or vegetation. [Ord. 11-0329 § 3 (Exh. 1).]

- *Amend Section 18.40.090 as follows:*

18.40.090 Transit and rideshare provisions.

A. *Government/business services* and *manufacturing land uses*, *standard business service, office, warehousing, wholesale trade, air transportation service, ambulatory surgery center,* hospitals, *high*

schools, *vocational schools*, universities and *specialized instruction schools* shall be required to reserve one *parking space* of every 20 required spaces for rideshare parking as follows:

1. The *parking spaces* shall be located closer to the primary employee entrance than any other employee parking except disabled;

2. Reserved areas shall have markings and *signs* indicating that the space is reserved; and

3. Parking in reserved areas shall be limited to vanpools and carpools established through rideshare programs by public agencies and to vehicles meeting minimum rideshare qualifications set by the employer;

B. The *city manager* may reduce the number of required off-street *parking spaces* when one or more scheduled transit routes provide service within one-quarter mile (1,320 feet) of the *site* as measured linearly along *streets* or other pedestrian pathways. The amount of reduction shall be based on the number of scheduled transit runs between 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. each business day up to a maximum reduction as follows:

1. Four percent for each run serving *government/business services*, *standard business service, office, warehousing, wholesale trade, air transportation service,* and *manufacturing land uses*, up to a maximum of 40 percent; and

2. Two percent for each run serving *recreational/cultural*, *arts, entertainment, recreational facility*, *general services*, *personal services, animal kennel/shelter, educational service, ambulatory surgery center, health care and social assistance,* and *retail/retail sales/*wholesale *land uses, automotive sales, and vehicle refueling station,* up to a maximum of 20 percent; and

C. All *uses* which are located on an existing transit route and are required under the computation for required off-street *parking spaces* in KMC 18.40.030(A) to provide more than 200 *parking spaces* may be required to provide transit shelters, bus turnout lanes or other transit improvements as a condition of permit approval. *Uses* which reduce required parking under subsection B of this section shall provide transit shelters if transit routes adjoin the *site*. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.42

DEVELOPMENT STANDARDS – SIGNS

- *Amend Section 18.42.060 as follows:*

18.42.060 General sign requirements.

A. All *signs*, except *billboards*, *community bulletin boards*, community identification *signs*, political *signs*, temporary real estate "A-frame" *signs* and special event *signs*, shall be *on-premises signs*; provided, that *uses* located on *lots* without public *street frontage* in business and office zones may have one *off-premises directional sign* of no more than 16 square feet.

B. *Fuel price signs* shall not be included in *sign* area or number limitations of KMC 18.42.100 through 18.42.135, provided such *signs* do not exceed 20 square feet per *street frontage*.

C. Projecting and *awning signs* shall not be permitted for *uses* in the residential zones. *Signs* mounted on the sloping portion of roofs shall not be permitted in the residential, downtown residential, and downtown commercial zones. Allowances for projecting and *awning signs* in the downtown commercial zone are found in KMC 18.42.100. In other zones, projecting and *awning signs* and *signs* mounted on the sloping portion of roofs may be used in lieu of *wall signs*, provided:

1. They maintain a minimum clearance of eight feet above finished grade;

2. They do not project more than six feet perpendicular from the supporting *building facade*;

3. They meet the standards of subsection J of this section if mounted on the roof of a *building*; and

4. They shall not exceed the number or size permitted for *wall signs* in a zone.

D. *Changing message center signs*, and *time and temperature signs*, which can be a wall or *freestanding sign*, shall not exceed the size permitted for a wall or *freestanding sign*, and shall be permitted only in the NB, CB, UC, WC, and RB zones. *Changing message center signs* and *time and temperature signs* shall not exceed the maximum *sign* height permitted in the zone.

E. *Directional signs* shall not be included in the *sign* area or number limitation of KMC 18.42.080; provided, they shall not exceed six square feet in surface area and are limited to one for each entrance or exit to surface parking areas or parking structure.

F. *Sign* Illumination and Glare.

1. All *signs* in the NB, CB, UC, WC, RB or DC zone districts may be illuminated. *Signs* in all other zones may be indirectly illuminated, provided the light source for *indirectly illuminated signs* shall be no farther away from the *sign* than the height of the *sign*;

2. *Indirectly illuminated signs* shall be arranged so that no direct rays of light are projected from such artificial source into residences or any *street* right-of-way;

3. Electrical requirements for *signs* shall be governed by Chapter 19.28 RCW and WAC 296-46-910; and

4. *Signs* with an on/off operation shall be permitted only in the CB, WC, UC, and RB zones.

G. Maximum height for *wall signs* shall not extend above the highest exterior wall or *structure* upon which the *sign* is located, except in the DC zone which is governed by KMC 18.42.100.

H. Maximum height for *projecting signs* shall not extend above the highest exterior wall upon which the *projecting sign* is located.

I. Maximum height for *awning signs* shall not extend above the height of the awning upon which the *awning sign* is located.

J. Any *sign* attached to the sloping surface of a roof shall be installed or erected in such a manner that there are no visible support structures, shall appear to be part of the *building* itself, and shall not extend above the roof ridge line of the portion of the roof upon which the *sign* is attached.

K. Except as otherwise permitted by this chapter, *off-premises directional signs* shall not exceed four square feet in *sign* area.

L. *Mixed use developments* or *multiple family dwellings* in the NB, CB, DC, UC, WC, or RB zones are permitted one permanent residential identification *sign* not exceeding 32 square feet in addition to the maximum *sign* area requirements in the zone where the ~~*mixed use*~~ *development* is located. [Ord. 11-0329 § 3 (Exh. 1).]

- *Amend Section 18.42.130 as follows:*

18.42.130 Urban corridor, waterfront commercial, and ~~R~~regional business zone signs.

Signs in the UC, WC and RB zones shall be limited as follows:

A. *Wall signs* are permitted, provided they do not total an area more than 15 percent of the *building facade* on which they are located;

B. *Freestanding Signs*.

1. One *freestanding sign* not exceeding 170 square feet is permitted for each *street frontage* of the *lot*, provided corner *lots* with a *street frontage* of less than 100 feet on each *street* shall be permitted only one *freestanding sign*;

2. Multiple-tenant *developments* that have more than 300 feet of *street frontage* on one *street* may have one additional *freestanding sign* for each 300 feet of *street frontage*, or portion thereof. Such *signs* shall be separated from one another by a minimum of 150 feet, if located on the same *street frontage* not exceeding 150 square feet;

3. On *lots* where more than one *freestanding sign* is permitted, the *sign* area permitted for individual *freestanding signs* may be combined; provided the combined *sign* area does not exceed 300 square feet; and

4. The maximum height for a *freestanding sign* shall be 25 feet. [Ord. 11-0329 § 3 (Exh. 1).]

- *Amend Section 18.42.150 as follows:*

18.42.150 Billboards – Location and height standards.

A. All *billboard* alterations or relocations shall comply with the following location and design standards:

1. *Billboards* shall only be located on *sites* zoned CB, UC, WC, or RB;

2. No more than five *billboard faces* shall be oriented toward and visible from the same direction of travel within one mile of the proposed relocation *site* as measured along the adjacent roadway;

3. *Billboards* shall be located at least 100 feet from any other *billboard*, provided side-by-side, v-type and back-to-back *billboard faces* shall be considered one *billboard* for purposes of this subsection only;

4. The zoning on the opposite side of the *street* from a proposed relocation *site* must also permit *billboards*;

5. Type II *billboards* shall be at least 100 feet from any residential zone. Type I *billboards* shall be at least 330 feet from any residential zone;

6. No *billboard* shall extend beyond the property line of the *billboard site*;

7. No *billboard* shall be located more than 100 feet from any adjacent arterial;

8. *Billboards* shall observe the same *street setback* as all *buildings* within 50 feet of the proposed *billboard* location;

9. Type I *billboard faces* shall only be located adjacent to arterials developed with at least two primary travel lanes in each direction. In all other locations, *billboards* shall be limited to Type II *billboard faces*; and

10. No single *billboard structure* shall support a total of more than two Type I *billboard faces* or the equivalent, and no single *billboard structure* shall orient more than one Type I *billboard face* or the equivalent in any single direction.

B. Height. *Billboards* located in the CB, UC, WC, or RB zone shall not exceed 15 feet above the average height of all *buildings* within 330 feet of the *billboard* or 35 feet, whichever is less. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.47

PROPERTY-SPECIFIC DEVELOPMENT STANDARDS/SPECIAL DISTRICT OVERLAYS

- *Amend Section 18.47.030 as follows:*

18.47.030 Property-specific (P-suffix) development standards.

A. Adopted property-specific development standards are maintained by the *department* in the property-specific development standards notebook. The property-specific development standards apply to any *development proposal* on the subject properties. The following P-suffix development standards are in effect: NS-P1, NS-P4, NS-P10, ~~NS-P13,~~ and NS-P19.

B. Property-specific development standards address problems unique to individual properties or a limited number of neighboring properties that are not addressed or anticipated by general minimum requirements of this title or other regulations.

C. Property-specific development standards include street addresses, tax lot numbers or other clear means of identifying the properties subject to the additional standards. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.50

DEVELOPMENT STANDARDS – DESIGN REQUIREMENTS FOR SPECIFIC USES

- *Amend Section 18.50.070 as follows:*

18.50.070 Attached dwellings and group residences – Vehicular access and parking location.

Except for *development* located in the downtown commercial or downtown residential zones, or RB-zoned properties that are not subject to P-suffix condition NS-P4 and which lie north of NE 175th Street ~~between 65th Avenue NE extended and 73rd Avenue NE~~, which must comply with Chapter 18.52 KMC, Downtown Design Standards, the following requirements apply:

A. On *sites* abutting an *alley* constructed to a width of at least 20 feet, *apartment* and *townhouse development* and all group residences except Class I *community residential facilities* (*CRF*-I) shall have parking areas placed to the rear of *buildings* with primary vehicular access via the *alley*, except when waived by the *city manager* due to physical *site* limitations.

B. When *alley* access is provided, no additional driveway access from the public *street* shall be allowed except as necessary to access parking under the *structure* or for fire protection.

C. When the number of uncovered common *parking spaces* for attached dwellings and group residences exceeds 30 spaces and when there is *alley* access, no more than 50 percent of these uncovered *parking spaces* shall be permitted between the *street* property line and any *building*, except when authorized by the *city manager* due to physical *site* limitations. [Ord. 11-0329 § 3 (Exh. 1).]

- *Amend Section 18.50.080 as follows:*

18.50.080 Attached dwellings and group residences – Building facade modulation.

Except for *development* located in the downtown commercial or downtown residential zones, or RB-zoned properties that are not subject to P-suffix condition NS-P4 and which lie north of NE 175th Street ~~between 65th Avenue NE extended and 73rd Avenue NE~~, which must comply with Chapter 18.52 KMC, Downtown Design Standards, *apartment* and *townhouse developments* and all group residences shall provide *building facade modulation* on facades exceeding 60 feet and facing abutting *streets* or properties zoned R-1 through R-6. The following standards shall apply:

A. The maximum wall length without *modulation* shall be 30 feet; and

B. The sum of the modulation depth and the modulation width shall be no less than eight feet. Neither the modulation depth nor the modulation width shall be less than two feet;

C. Any other technique approved by the *city manager* that achieves the intent of this section. [Ord. 11-0329 § 3 (Exh. 1).]

- *Amend Section 18.50.090 as follows:*

18.50.090 Mixed use development – Percentages of residential uses.

Residential *uses* in *mixed use developments* shall be subject to the following limits:

A. A maximum of 50 percent of the total built floor area when located in NB zones; and

B. A maximum of 75 percent of the total built floor area when located in CB, UC, WC, RB and DC zones; provided, that the total percentage may be increased by an additional 10 percent with the approval of the *city manager*. [Ord. 11-0329 § 3 (Exh. 1).]

- *Eliminate Section 18.50.110 as follows:*

~~**18.50.110 Mixed use development – Building floor area.**~~

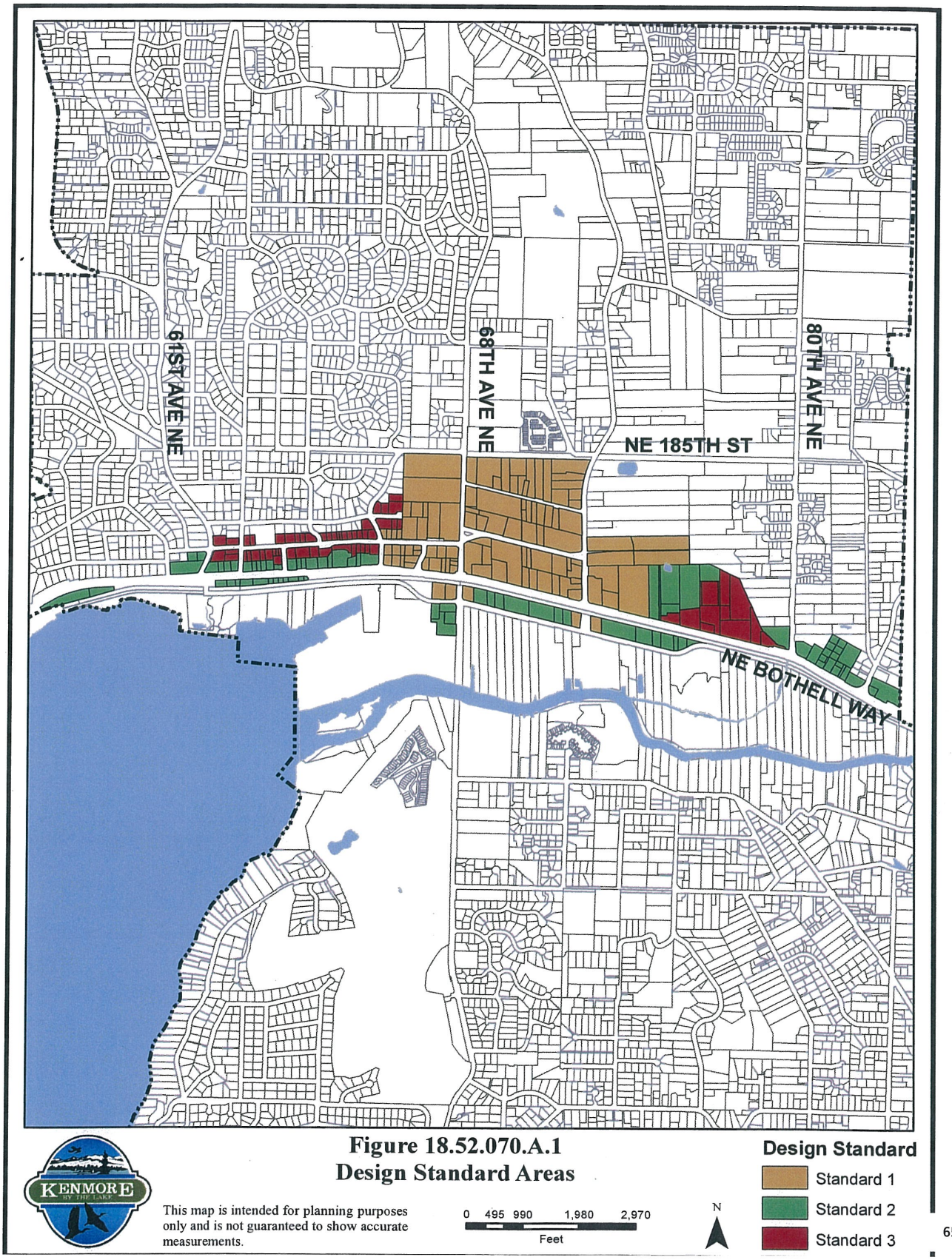
~~A. For *mixed use developments* that utilize at least 50 percent of building square footage for residential *uses* in RB zones, the building *floor area ratio* shall be as follows: 4.0/1;~~

~~B. Building *floor area ratios* of subsection A of this section may be increased when all required parking is contained within a common parking structure, as follows: 5.0/1 in RB zone. [Ord. 11-0329 § 3 (Exh. 1).]~~

Chapter 18.52

DOWNTOWN DESIGN STANDARDS

- *Amend Figure 18.52.070.A.1 as follows:*


61ST AVE NE
68TH AVE NE
80TH AVE NE
NE 185TH ST
NE BOTHELL WAY
KENMORE
BY THE LAKE
Figure 18.52.070.A.1
Design Standard Areas
This map is intended for planning purposes only and is not guaranteed to show accurate measurements.
0 495 990 1,980 2,970
Feet
N
Design Standard
Standard 1
Standard 2
Standard 3

Chapter 18.60

COMMUNICATION FACILITIES

- *Amend Section 18.60.050 as follows:*

18.60.050 Minor communication facilities – Review process.

Minor communication facilities shall be reviewed as follows:

***Minor Communication Facilities* – Review Process**

Zone District(s)	*Antenna*	*Transmission Support Structure*
UC, WC, RB, NB, DC	P	C
R-1 – R-6, P	P[2], C	C[3], S
R-12 – R-48, DR	P	C[3], S

P – Permitted Use – reviewed through Type 2 process outlined in KMC 19.25.020.

C – Conditional Use – reviewed through Type 2 process outlined in KMC 19.25.020.

S – Special Use – reviewed through Type 3 process outlined in KMC 19.25.020.

[1] Reserved.

[2] Only if the proposal is for a location which is in improved right-of-way or located on a parcel abutting 61st Avenue NE, Simonds Rd NE, Juanita Drive, NE 170th Street or State Route 522; or located on an *alternative transmission support structure* or *transmission support structure* with existing telecommunication facilities per KMC 18.60.270.

[3] Only if the proposal is for a location which is in improved right-of-way or located on a parcel abutting 61st Avenue NE, Simonds Rd NE, Juanita Drive, NE 170th Street or State Route 522.

[Ord. 11-0329 § 3 (Exh. 1).]

- *Amend Section 18.60.160 as follows:*

18.60.160 Setback requirements.

Except as outlined for *modifications* and *consolidations* pursuant to KMC 18.60.110 and 18.60.120 or when *setbacks* are increased to ensure compliance with *NIER* exposure limits, communication facilities shall comply with the following *setbacks*:

A. *Transmission support structures*, for *major communication facilities* which do not exceed the height limit of the zone in which they are located, shall be set back from the property line as provided for *minor communications facilities* in KMC 18.60.180;

B. *Transmission support structures*, for *major communication facilities*, which exceed the height limit of the zone in which they are located, and which are located in zones other than NB, DC, DR, UC, WC, or RB, shall be set back from property lines as set forth in KMC 18.60.180;

C. *Transmission support structures* for *minor communication facilities* shall be set back from the property line as provided in KMC 18.60.180;

D. When two or more *communication facilities* share a common boundary, the *setback* from such boundary shall comply with the requirements of the zone in which the facilities are located, unless easements are provided:

1. On the adjoining *sites* which limit *development* to *communication facilities*;
2. Of sufficient depth to provide the *setbacks* required in subsections A and B of this section;
3. Which provide for the *City* as a third party signatory to the agreement; and
4. *Transmitter buildings* shall be subject to the *setback* requirements of the zone in which they are located. [Ord. 11-0329 § 3 (Exh. 1).]

- *Amend Section 18.60.180 as follows:*

18.60.180 Minor communication facilities – Development standards for transmission support structures and alternative transmission support structures.

A new *transmission support structure* may not exceed the standards of this section.

Minor Communication Facilities – Development Standards

Zone District(s)	Maximum Height[2] of Transmission Support Structure or Alternative Transmission Support Structure	Setbacks[1] for New Transmission Support Structure
RB, WC, UC, DC	100 feet high	Either (a) 50 feet, or (b) a *setback* of one foot for every one foot in height from any A or R-1 – R-48 zoned property, whichever provides the greater *setback*.
NB, R-1 – R-6, R-12 – R-48, DR	60 feet high	Either (a) 50 feet, or (b) a *setback* of one foot for every one foot in height from any R-1 – R-48 zoned property, whichever provides the greater *setback*.

[1] *Setbacks* may be modified to achieve additional screening; see KMC 18.60.190(C) or as provided in KMC 18.60.160.

[2] "Height" shall mean the vertical distance of any support structure as measured from the bottom of the base of the support structure ground level to the highest point of such support structure.

[Ord. 11-0329 § 3 (Exh. 1).]

- *Amend Section 18.60.250 as follows:*

18.60.250 Landscaping requirements.

A *communication facility site* shall provide *landscaping* as follows:

A. When the facility is located in:

1. The NB, CB, PSP, RB, WC, UC, DC, or DR zone, the base of any *transmission support structure* or *transmitter building* shall be landscaped with eight feet of Type II *landscaping* as defined by KMC 18.35.040(B).

2. The R, GC, and P zones, the base of any *transmission support structure*, *alternative transmission support structure* or *transmitter building* shall be landscaped with 10 feet of Type I *landscaping* as defined by KMC 18.35.040(A).

B. When a security *fence* is used to prevent access onto a *transmission support structure*, *alternative transmission support structure* or *transmitter building*, any *landscaping* required pursuant to subsection A of this section shall be placed outward of such security *fence*.

C. When a security *fence* is used:

1. In the NB, WC, UC, or RB zone, wood slats shall be woven into the security *fence* if made of chain-link material.

2. In the R zone, climbing *evergreen* shrubs or vines capable of growing on the *fence* shall supplement any *landscaping* required pursuant to subsection A of this section.

D. *Landscaping* shall be planted according to KMC 18.35.110. The *applicant* shall be required to maintain the installed *landscaping* per KMC 18.35.120. A two-year landscape maintenance bond shall be required to be posted at the time of permit issuance and will go into effect when the *landscaping* has been installed to ensure survivability of the plants. The amount of the bond shall be determined by the Kenmore landscaping bond quantity worksheet.

E. Existing *vegetation* may be used and/or supplemented with additional *vegetation* to comply with the requirements of subsection A of this section.

F. The *city manager* may waive or modify the provisions for *landscaping* at the base of the *transmission support structure*, *alternative transmission support structure* and/or the equipment *buildings* when:

1. Existing *structures* on the *site* or the screening effects of existing *vegetation* on the *site* or along the *site* perimeter would preclude the ability to view the base of the *transmission support structure*, *alternative transmission support structure* or equipment *building*; or

2. The required *landscaping* is accessible to grazing animals and the animals would be better protected by placement of landscape materials within any proposed fencing or by the use of alternative *landscaping vegetation* that would not be toxic to the animals. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.77

AFFORDABLE HOUSING

- *Amend Section 18.77.030.C as follows:*

18.77.030 Requirements.

C. Subject to *City* authorization, the affordable units need not be provided within the *development*, but must be provided within the downtown commercial, downtown residential, urban corridor, waterfront commercial, or regional business zone. Units may be either rented or sold. Off-site affordable housing may be provided if the *City* finds that:

1. The location chosen does not lead to undue concentration of affordable housing in any particular area of the *City*; and

2. The *site* is within close proximity to employment opportunities and/or transit services; and

3. Adequate infrastructure and municipal services can be provided.

Chapter 18.80

RESIDENTIAL DENSITY INCENTIVES

- *Amend Section 18.80.020 as follows:*

18.80.020 Permitted locations of residential density incentives.

Residential density incentives (RDIs) shall be used only on *sites* served by public sewers and only in the following zones:

A. In R-4 through R-24 and downtown residential zones; and

B. In DC, NB, CB, UC, WC, and RB zones when part of a multiple family dwelling or *mixed use development*. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.100

GENERAL PROVISIONS – NONCONFORMANCE, EXISTING LEGAL USES, AND TEMPORARY USES

- *Amend Section 18.100.110 as follows:*

18.100.110 Temporary use permits – Exemptions to permit requirement.

A. Any *use* not exceeding a cumulative total of two days each calendar year shall be exempt from requirements for a temporary use permit.

B. The following *uses* shall be exempt from requirements for a temporary use permit when located in the RB, WC, UC, CB, DC, PSP, P, or NB zones for the time period specified below:

1. *Uses* not to exceed a total of 30 days each calendar year:

   a. Christmas tree lots; and

   b. Produce stands.

2. *Uses* not to exceed a total of 14 days each calendar year:
   a. Amusement rides, carnivals, or circuses;
   b. Community festivals; and
   c. Parking lot sales.

C. Any community event held in a *park* and not exceeding a period of seven days shall be exempt from requirements for a temporary use permit.

D. Temporary uses or activities, conducted during an *emergency* event, or training exercises conducted at emergency sites, designated pursuant to an emergency management plan, shall not be subject to the provisions of this title. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.105

SITE PLAN REVIEW

- *Amend Section 18.105.020.A as follows:*

18.105.020 Applicability.

A. An application for site plan review shall be submitted for the following *development proposals*:

1. *Development* on *sites* identified on the *City*'s Site Plan Review Requirement Map as depicted in Figure 18.105.020.A.1;

2. *Development* on *sites* equal to or greater than three acres in size at the time of application in the PSP zone;

3. *Development* proposed for *classified uses* which are neither permitted, nor conditionally permitted, nor prohibited in the P, GC or PSP zones; or

4. *Development* on other *sites* as determined by the *city manager* after a preliminary review of the project's scope.

Chapter 18.110

DEVELOPMENT AGREEMENTS

- *Amend Section 18.110.020 as follows:*

18.110.020 General provisions.

A. In this chapter, the term *"development regulations"* shall have the meaning set forth in KMC 19.10.070.

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

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

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

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

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

D. A *development agreement* may be proposed and approved only for properties in the downtown commercial (DC), ~~and~~ regional business (RB), waterfront commercial (WC), urban corridor (UC), and downtown residential (DR) zones, as well as for properties zoned public and semi-public (PSP) that are within 300 feet of the downtown commercial (DC) zone.

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

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

1. Project components which define and detail the permitted *uses*, residential densities, non-residential densities and intensities or building sizes;

2. Design standards such as architectural treatment, maximum heights, *setbacks*, *landscaping*, drainage and water quality requirements and other development features;

3. Parking;

4. Provisions for affordable housing, if applicable;

5. *Parks* and common *open space* preservation;

6. Amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property *owner*, inspection fees or dedications;

7. Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;

8. Phasing;

9. Build-out or vesting periods for applicable standards; and

10. Other appropriate development requirements or procedures which are based upon a *City* policy, rule, regulation or standard.

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

H. Subsequently adopted development standards which differ from those of an approved *development agreement* shall apply to the property subject to the *development agreement* only where necessary to address a serious threat to public health and safety. Subsequently adopted development standards which differ from those of an approved *development agreement* also shall apply following expiration of any phase or time period specified in the *development agreement* during which identified standards cannot be modified. [Ord. 12-0347 § 1 (Att. A).]

- *Amend Section 18.110.030 as follows:*

18.110.030 Development standards – Flexibility.

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

B. A *development agreement* cannot authorize deviations from ~~the~~ *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height--whether ~~allowed in the underlying~~ required by zoning district provisions, property-specific development standards, or special district

overlay requirements--unless the city council approves the deviation by a vote of a majority plus one of the whole city council after a minimum of two public hearings on the agreement.

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

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

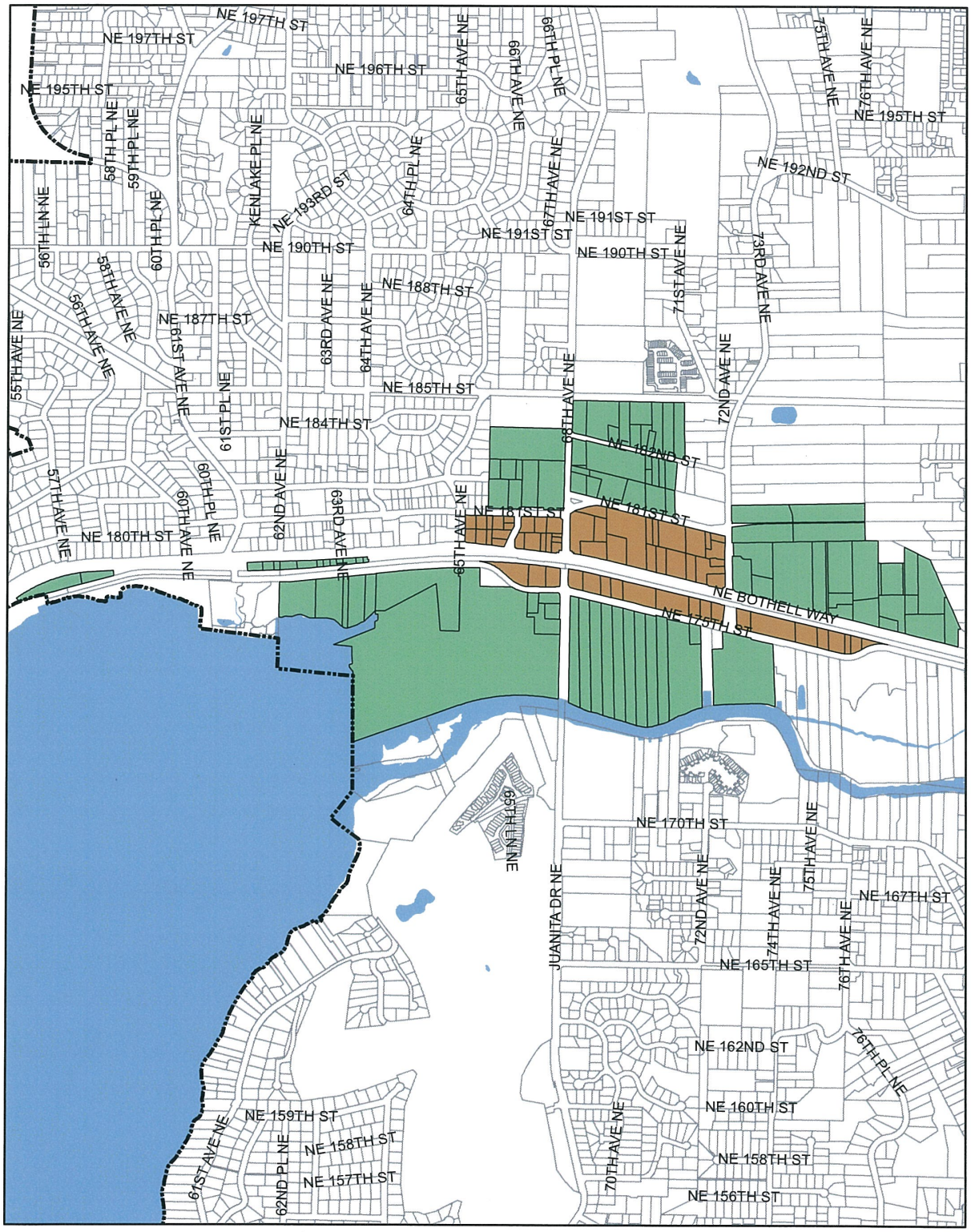
D. Any approved development standards that differ from those in this code shall not require any further *variance* from development standards or *use* permit apart from *development agreement* approval. The development standards as approved through a *development agreement* shall apply to and govern the development of the property subject to the *development agreement* in lieu of any conflicting or different standards or requirements elsewhere in this code. [Ord. 12-0347 § 1 (Att. A).]

- *Amend Section 18.110.050.C as follows:*

18.110.050 Processing procedure.

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

EXHIBIT 2



Site Plan Review Requirement
Figure 18.105.020.A.1

KENMORE BY THE LAKE

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

Site Plan Review

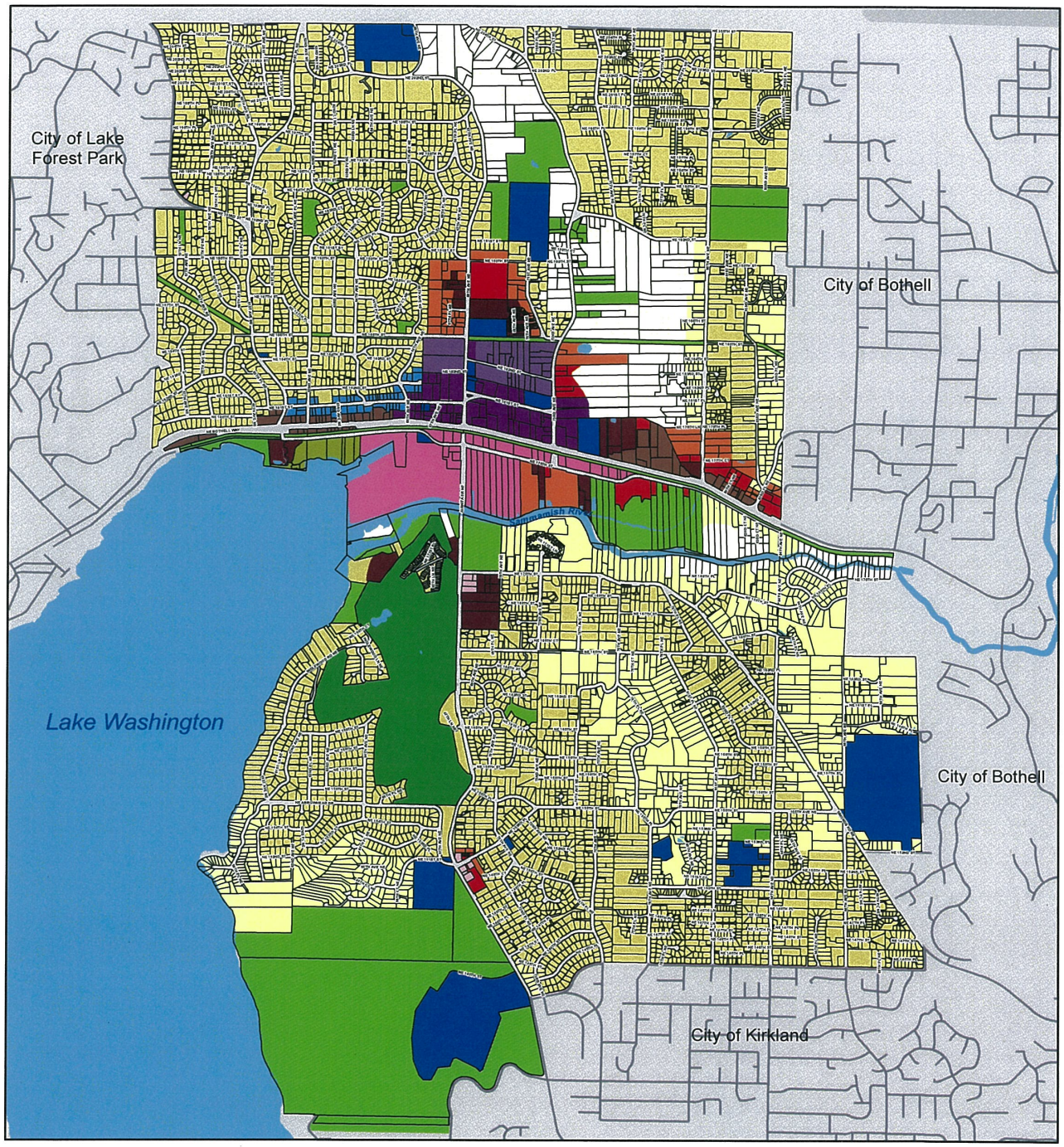
N

Site Plan Required if Site 1 Acre or Greater

Site Plan Review Required

*See also site plan review applicability in KMC 18.105.020

EXHIBIT 3



Official Zoning Map | City of Kenmore

- Regional Business
- Urban Corridor
- Waterfront Commercial
- Downtown Commercial
- Downtown Residential
- Community Business
- Neighborhood Business
- Public/Semi-Public
- Parks*
- Golf Course
- R-1 (Residential 1 Dwelling Per Acre)
- R-4 (Residential 4 Dwellings Per Acre)
- R-6 (Residential 6 Dwellings Per Acre)
- R-12 (Residential 12 Dwellings Per Acre)
- R-18 (Residential 18 Dwellings Per Acre)
- R-24 (Residential 24 Dwellings Per Acre)

KENMORE BY THE LAKE

* Portions of the Burke-Gilman Trail & Tolt Pipeline occur in rights-of-way and not as separate parcels. However, these facilities are considered to be Parks along their full length.

0 4,000
Feet

N

Map Date: December 2014

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

Business of the City Council
City of Kenmore, WA

Subject/Topic: Public Hearing on amendments to Municipal Code Chapter 18.110, Development Agreements, and consideration of proposed Ordinance 14-0392	**For Council Meeting Agenda of:** 12/15/14 **Department:** Community Development **Prepared by:** Debbie Bent, Director Initial & Date **Approved by Department Head:** DS 12/9/14. **Approved by City Attorney:** Email by RK **Approved by Finance Director:** _____ **Approved by City Manager:** RJK 12-10 **Exhibits/Attachments:** 1. Proposed Ordinance 14-0392 2. Development Agreement Chapter
Proposed Council Action/Motion: Conduct a public hearing on proposed Municipal Code amendments. After deliberation, adopt Ordinance 14-0392 to amend Chapter 18.110, Development Agreements, of the Kenmore Municipal Code.	

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

INFORMATION/BACKGROUND:

Staff is recommending amendments to Chapter 18.110, Development Agreements (see Attachment 1 for proposed ordinance 14-0392), that would expand the development agreement opportunity to all of the City's nonresidential zones: Community Business (CB), Neighborhood Business (NB), Public/Semi-Public (PSP), Parks (P), and Golf Course (GC).

A public hearing will be held at your December 15 meeting to obtain community input on this proposal, and staff is recommending adoption of the ordinance after your deliberations.

The development agreement opportunity presently is available only to property owners in the Downtown Commercial (DC) and Downtown Residential (DR) zones and on properties within 300' of the Downtown Commercial zone in the Public/Semi-Public (PSP) zone. Extension of this opportunity to properties in the current Regional Business (RB) zone is part of the 2014 docket amendments that also are scheduled for adoption on December 15. (See Attachment 2.)

During the recent review of the Regional Business zone, the Planning Commission heard testimony requesting that the development agreement opportunity be extended to the Community Business (CB) zone. This request was forwarded to the City Council at the October 28, 2014 joint meeting with the Planning Commission.

A development agreement is a legislative tool used to negotiate conditions for development between a property owner and the city. Development agreements are generally used for significant projects meriting special attention and input by the Council. Development agreements have the ability to modify existing development standards in the Municipal Code, unless modifications to those standards are specifically prohibited. Development agreements must, however, be consistent with the Comprehensive Plan. As proposed, any code modifications also must be offset by the provision of equivalent public benefits.

Any property-owner in a zone allowing development agreements may request that the City Council consider a development agreement. The decision about whether or not to pursue a development agreement for any property rests exclusively with the City Council.

FISCAL CONSIDERATION: None. An application fee ($5,000) and the cost of city attorney fees would be covered by an owner requesting a development agreement.
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Goal 2. To continue to implement the Economic Development Plan.

Attachment 1

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 14-0392

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING CHAPTER 18.110 OF THE KENMORE MUNICIPAL CODE TO EXTEND THE DEVELOPMENT AGREEMENT OPPORTUNITY TO PERSONS HAVING OWNERSHIP OR CONTROL OF REAL PROPERTY IN SEVERAL NON-RESIDENTIAL ZONING DISTRICTS, AND FIXING AN EFFECTIVE DATE.

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

WHEREAS, the current rules limit this opportunity to persons having ownership or control of real property in only four nonresidential zoning districts; and

WHEREAS, the City wishes to extend this opportunity to persons having ownership or control of real property in additional nonresidential zoning districts; and

WHEREAS, pursuant to RCW 36.70A.106, the City submitted the proposed revisions to KMC Title 18 to the Washington State Department of Commerce on September 12, 2014 for its review of the same; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance for the proposal on October 3, 2014; and

WHEREAS, on December 8, 2014 the City Council held a public hearing to receive input from the community on the proposed amendments;

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

Section 1. Amendment. Section 18.110.020.D of Kenmore Municipal Code Chapter 18.110, Development Agreements, is hereby amended as follows:

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

~~public and semi-public (PSP) that are within 300 feet of the downtown commercial (DC) zone~~.

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

APPROVED by the City Council this _____ day of _____, 2014.

_____
David Baker, Mayor

ATTEST/AUTHENTICATED:

_____
Patty Safrin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 14-0392

Existing Municipal Code text regarding Development Agreements is provided below.

Shown in yellow highlighting, in underline/strike-through format, are the amendments to this chapter proposed for adoption as part of the Regional Business zoning project, Ordinance 14-0391, that also is on the December 15, 2014 City Council agenda.

Text highlighted in blue is what's proposed through this Development Agreement ordinance under consideration, Ordinance 14-0392.

Chapter 18.110
DEVELOPMENT AGREEMENTS

Sections:

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

18.110.010 Authority.

The *City* may consider and enter into a *development agreement* with the owners of real property within the *City*, or with persons having control of real property within the *City* if the owners of such real property execute an authorization for such real property to be subject to and bound by the *development agreement*. In this chapter, the term *"owner"* shall include both the owner of such real property and such person having control of such property. Per RCW 36.70B.170, the execution of a *development agreement* is a proper exercise of *City* police power and contract authority. A *development agreement* must set forth the development standards and other provisions that shall apply to and govern and vest the *development*, *use* and mitigation of the development of the real property for the duration specified in the agreement. The decision of the city council to approve or reject a request for a *development agreement* is a proper exercise of police power and contract authority and shall be a discretionary, legislative act. [Ord. 12-0347 § 1 (Att. A).]

18.110.020 General provisions.

A. In this chapter, the term *"development regulations"* shall have the meaning set forth in KMC 19.10.070.

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

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

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

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

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

D. A *development agreement* may be proposed and approved only for properties in the downtown commercial (DC), ~~and~~ regional business (RB), waterfront commercial (WC), urban corridor (UC), ~~and~~ downtown residential (DR), community business (CB), neighborhood business (NB), public and semi-public (PSP), parks (P), and golf course (GC) zones~~, as well as for properties zoned public and semi-public (PSP) that are within 300 feet of the downtown commercial (DC) zone~~.

Comment [LA1]: Proposed changes in blue are the subject of the ordinance under consideration (Ordinance 14-0392)

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

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

1. Project components which define and detail the permitted *uses*, residential densities, nonresidential densities and intensities or building sizes;

2. Design standards such as architectural treatment, maximum heights, *setback*s, *landscaping*, drainage and water quality requirements and other development features;

3. Parking;

4. Provisions for affordable housing, if applicable;

5. *Parks* and common *open space* preservation;

6. Amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property *owner*, inspection fees or dedications;

7. Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;

8. Phasing;

9. Build-out or vesting periods for applicable standards; and

10. Other appropriate development requirements or procedures which are based upon a *City* policy, rule, regulation or standard.

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

H. Subsequently adopted development standards which differ from those of an approved *development agreement* shall apply to the property subject to the *development agreement* only where necessary to address a serious threat to public health and safety. Subsequently adopted development standards which differ from those of an approved *development agreement* also shall apply following expiration of any phase or time period specified in the *development agreement* during which identified standards cannot be modified. [Ord. 12-0347 § 1 (Att. A).]

18.110.030 Development standards – Flexibility.

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

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

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

1. KMC Title 15, Buildings and Construction;

2. KMC Title 16, Environment;

3. Chapter 18.55 KMC, Critical Areas; and

4. Chapter 13.35 KMC, Surface Water Runoff Policy, and Chapter 13.45 KMC, Water Quality.

D. Any approved development standards that differ from those in this code shall not require any further *variance* from development standards or *use* permit apart from *development agreement* approval. The development standards as approved through a *development agreement* shall apply to and govern the development of the property subject to the *development agreement* in lieu of any conflicting or different standards or requirements elsewhere in this code. [Ord. 12-0347 § 1 (Att. A).]

18.110.040 Enforceability.

The *development agreement* shall be binding on the parties and their successors. Unless amended or terminated by agreement of both parties to a *development agreement*, the agreement is enforceable during its term by a party to the agreement. Except as provided in KMC 18.110.020(H), a *development agreement* and the development standards in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement. The *development agreement* shall not be subject to an amendment to a *development regulation* or a new *development regulation* adopted after the effective date of the agreement, except as provided in KMC 18.110.020(H). Applications for building permits and other permits subject to KMC Title 15, Buildings and Construction, shall be considered under the provisions of KMC Title 15 that are in effect at the time of submittal of a valid and fully complete application. Any land use decision issued by the *City* pertaining to the property subject to the *development agreement* after the execution of the *development agreement* must be consistent with the agreement. [Ord. 12-0347 § 1 (Att. A).]

18.110.050 Processing procedure.

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

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

C. Before voting on a proposed *development agreement*, the city council shall hold a public hearing on the *development agreement*. Consistent with KMC 18.110.030(B), two public hearings shall be held on the *development agreement* if deviations from ~~the~~ *use*s, residential densities, *floor area ratio* limitations,

or maximum *structure* height—whether required by ~~allowed in the underlying~~ zoning district provisions, property-specific development standards, or special district overlay requirements--are requested. The city council shall approve, disapprove or modify a *development agreement* by ordinance, which if approved or modified shall authorize the *city manager* to execute the *development agreement* on behalf of the *City*. Approval of a *development agreement* requesting deviations from ~~the~~ *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height—whether required by ~~allowed in the underlying~~ zoning district provisions, property-specific development standards, or special district overlay requirements-- requires the vote of a majority plus one of the whole city council.

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

E. If a *development agreement* is associated with a Type V land use decision such as a comprehensive plan amendment, the *development agreement* shall be processed concurrently with the Type V land use decision. A recommendation of the planning commission to the city council on the Type V land use decision shall be issued at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

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

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

1. Not less than 10 calendar days prior to the public hearing date, a notice of the public hearing shall be sent to property owners within 1,000 feet of the property subject to the *development agreement* and to others who have submitted comments and/or requested notice.

2. Notice of the public hearing shall be posted on the property subject to the *development agreement* not less than 10 calendar days prior to the hearing date. Notice shall be posted in the manner required by KMC 19.25.065.

3. Notice of the city council meeting and public hearing shall be published in the *City*'s official newspaper not less than 10 calendar days prior to the meeting or hearing date.

4. All costs associated with the public notice shall be borne by the *owner*.

5. All notices shall state that the *city manager's* recommendation on the proposed *development agreement* is available for review at the front desk of City Hall and on the City's website.

H. Any subsequent land use decisions shall be reviewed for compliance with the terms of the *development agreement* and any associated land use decisions. [Ord. 12-0347 § 1 (Att. A).]

18.110.060 Status, recording and amendment of development agreement.

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

B. The city attorney shall review and approve a proposed *development agreement* as to form at least 30 calendar days prior to the public hearing on the *development agreement*. The *owner* shall sign the *development agreement* before the public hearing on the *development agreement*. If a person or corporation has a "substantial beneficial interest in the property" as specifically described below, the *owner* shall submit to the *city manager* with the request for *development agreement* a document stating that such person or corporation concurs in the request and will not object to, contest or appeal any terms and conditions of the approved *development agreement*. A person or corporation having a "substantial beneficial interest in the property" shall include easement holders, lessees with a lease of one year or more, and persons or corporations with a recorded deed of trust or mortgage on the real property subject to the *development agreement*. The *city manager* shall have the authority to determine whether other persons or corporations with an interest in the real property subject to the *development agreement* have a "substantial beneficial interest in the property." Within 20 calendar days of receiving written notice that the *city manager* has determined that other persons or corporations have a "substantial beneficial interest in the property," the *owner* shall submit to the *city manager* the document described above for each such person or corporation.

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

1. *Development agreement*s may be approved for a maximum period of 20 years.

2. In determining the appropriate term for a *development agreement*, the city council should consider the type, size and location of *development* and phasing if proposed. The city council may consider shorter terms with extensions.

3. If extensions are authorized in a *development agreement*, the *owner* must request the extension at least 90 calendar days prior to expiration of the term or any extension. For *development agreements* associated with land use decisions, the *city manager* may grant an extension for up to five years if the *owner* can satisfactorily show that, for a residential project, at

least 50 percent of the residential units are constructed, or for nonresidential and mixed use projects, at least 50 percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the city council, unless another process is expressly provided for in the *development agreement*.

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

E. The *owner* may request an amendment to a *development agreement*. Before voting on the amendment, the city council shall hold a public hearing. The city council shall approve, disapprove or modify an amendment by ordinance, which if approved or modified, shall authorize the *city manager* to execute the amendment on behalf of the *City*. The city council shall not approve or modify an amendment unless it is consistent with any associated land use decisions and approved modifications thereto. [Ord. 12-0347 § 1 (Att. A).]

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Ordinance No. 14-0390 Amending the 2013-2014 Biennial Budget	**For Council Meeting Agenda of:** December 15, 2014
	Department: Finance and Administration
	Prepared by: Joanne M. Gregory
	Initial & Date **Approved by Department Head:** 12/5/14 **Approved by City Attorney:** **Approved by Finance Director:** 12/5/14 **Approved by City Manager:**
Proposed Council Action/Motion: Adopt Ordinance No. 14-0390 of the City of Kenmore, Washington, Relating to the 2013-2014 Budget, Amending Ordinance No. 12-0351 as Amended by Ordinance No. 13-0355, Ordinance No. 13-0366, and Ordinance No. 14-0382 to Adjust Appropriations for the Street Fund, the Swamp Creek Basin Fund, The Park Impact Fee Fund, the Park Capital Fund, the Strategic Opportunities Fund, and the Equipment Replacement Fund, Providing for Severability, and Establishing an Effective Date	**Exhibits/Attachments:** Memorandum dated December 5, 2014 Ordinance No. 14-0390

Expenditure Required	Amount Budgeted	Appropriation Required
$0	$55,617,808 All Funds Expenditures	$2,127,655 Increase in All Funds Expenditures

INFORMATION/BACKGROUND:

On November 26, 2012 the City of Kenmore adopted the 2013-2014 biennial budget. The budget included revenue ($47,384,475) and expenditure ($47,461,310) estimates for both years which support the City Council priorities, departmental work programs, various municipal obligations, as well as Federal and State mandates.
On March 25, 2013, the City Council amended the adopted budget and on December 2, 2013, the Council adopted a mid biennial budget amendment as prescribed by State law. In 2014, a third budget amendment was approved by the Council on May 12, 2014.

Prior to the close of 2014, which will be the end of the 2013-2014 biennial budget period, it is important to review all funds' budgets, consider actions taken by the City Council since the last budget amendment, and adjust fund budgets accordingly so as not to exceed approved fund appropriations. The City Council is scheduled to review and approve the Budget amendment recommendations at the regular Council meeting on December 15, 2014.

FISCAL CONSIDERATION:

No adjustments are recommended to the General Fund as expenditures are expected to be less than budget.
In other funds, the Street Fund, the Swamp Creek Basin Fund, the Park Impact Fee Fund, the Park Capital Fund, the Strategic Opportunities Fund, and the Equipment Replacement Fund, the proposed expenditure adjustments represent an increase of $2,127,655 to the 2013-2014 amended biennial expenditure budget of $55,617,808, bringing the total amended expenditure budget to $57,745,463. Of the total expenditure adjustments, interfund transactions represent $735,000.

The proposed revenue adjustments represent an increase of $735,000 from the 2013-2014 amended biennial revenues of $53,651,122, bringing the total adjusted revenues, for all funds, to $54,386,122. This adjustment is an interfund transaction.

This represents the fourth and final amendment to the adopted 2013-2014 biennial budget and is required in order that no funds exceed their adopted appropriation limits.
The adjustments are described in more detail on the attached memorandum.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Per RCW 35A the budget is the legal authority to expend public funds and controls those expenditures by setting the amount of the appropriation at the fund level by ordinance.

i:\admin & finance\budget\2013-2014\ab budget amendment 2014.docx

The City of Kenmore
PO Box 82607
Kenmore, Washington 98028

MEMORANDUM

TO: Mayor, Members of the City Council

FROM: Rob Karlinsey, City Manager
Joanne Gregory, Finance Director

DATE: December 5, 2014

RE: Recommended 2013-2014 Budget Amendment No. 4

On November 26, 2012, the City of Kenmore adopted the 2013-2014 biennial budget. The city wide budget included revenue ($47,384,475) and expenditure ($47,461,310) estimates for both years which support the City Council priorities, departmental work programs, various municipal obligations, as well as Federal and State mandates. On March 25, 2013 the budget was amended to adjust for carryover of unspent funds from 2012 on certain contracts, line items and ongoing capital projects as well as to provide appropriations for items that were not anticipated in the preparation of the 2013-2014 budget. Overall, revenues increased by $408,811 and expenditures increased by $1,813,567. In December, 2013, the mid biennium budget review resulted in additional adjustments to the City wide budgets and revenues were increased by $5,443,781 and expenditures increased $5,657,265.
On May 12, 2014, the budget amendment increased the City wide revenue budget to $53,651,122 and the expenditure budget to $55,617,808.

Prior to the close of 2014, which will be the end of the 2013-2014 biennial budget period, it is important to review all funds' budgets, consider actions taken by the City Council since the last budget amendment, and adjust fund budgets accordingly so as not to exceed approved fund appropriations. The City Council is scheduled to review and approve the budget amendment recommendations at the regular Council meeting on December 15, 2014.

The proposed budget amendments below will increase City wide revenues to $54,386,122 and expenditures to $57,745,463. No adjustments are proposed to the General Fund.

All adjustments recommended at this time are presented in the tables that follow. The adjustments are grouped by fund, and include the Street Fund, the Swamp Creek Basin Fund, the Park Impact Fee Fund, the Park Capital Fund, the Strategic Opportunities Fund, and the Equipment Replacement Fund. There are no adjustments proposed to the General Fund. Those adjustments already authorized for action at a City Council meeting are identified by an asterisk *. Also, each adjustment indicates if the item is a one-time or ongoing adjustment. A one-time adjustment means the expenditure is not expected to occur or affect future budgets; an ongoing adjustment generally means the increase or decrease will have a lasting impact on future budgets (as an

example: ongoing salaries and benefits). For each fund, the effect on the budgeted ending fund balance is noted.

STREET FUND

The proposed expenditure adjustments to the Street Fund include:

1. Additional work performed on the 80th Avenue portion of the 2014 overlay.
2. Greater level of services from King County Traffic Engineering; Traffic Analysis (Kenlake/62nd, Uplake, implementation of traffic devices, road diet on 61st), significant increase in citizen requests for neighborhood traffic studies. An arterial speed study $49K project for analysis and implementation of new channelization on several arterials. Video detection at 68th/170th and 153rd/Juanita.
3. Higher cost than anticipated for electric utility costs due to additional signals at NE 181st St, NE 145th St and additional street lights that were previously being paid for by the County.
4. Additional signal maintenance due to addition of signal at 145th (KC maintained); West Samm Bridge expansion joint repair; lower Swamp Creek Bridge (175th) repair, pressure washing of the West Samm Bridge, barrier replacement at 194th.

These expenditure adjustments will decrease the budgeted ending fund balance to $907,201.

Note	Street Fund Expenditures:	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.	Overlay 80th Avenue	$750,000	$189,000	One-time	$939,000
2.	Traffic/Pedestrian Services	$70,000	$265,000	One-time	$335,000
3.	Electric Utilities	$180,000	$72,000	On-going	$252,000
4.	King County Street Maintenance	$150,000	$59,000	One-time	$209,000
	Increase in Expenditures		**$585,000**		

SWAMP CREEK BASIN FUND

The proposed expenditure adjustment to the Swamp Creek Basin Fund is:

1. *$42,366 for higher than budgeted costs for annual dredging of Wallace Swamp Creek pond due to the large amount of sediment buildup. The 2013 cost was $109,872 and the 2014 cost was $92,493. The City Council approved the two contracts with Welwest Construction on July 8, 2013 for the 2013 dredging and on July 14, 2014 for the 2014 dredging.

The expenditure adjustment will decrease the budgeted ending fund balance to $1,394,702.

Note	Swamp Creek Basin Fund	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget

1.*	Swamp Creek Maintenance	$160,000	$42,366	Ongoing	$202,366
	Increase in Expenditures		**$42,366**		

PARK IMPACT FEE FUND
The proposed expenditure adjustment to the Park Impact Fee Fund is:

2. *$735,000 transfer to Park Capital Fund for purchase of the Squires Landing property and improvements (formerly Twedt). The City Council adopted Resolution No. 14-239 on May 12, 2014, approving the waterfront property purchase & sale agreement, Contract No. 14-C1276.

The expenditure adjustment will decrease the budgeted ending fund balance to $117,009.

Note	Park Impact Fee Fund	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.*	Transfer to Park Capital Fund	$1,105,000	$735,000	One-time	$1,840,000
	Increase in Expenditures		**$735,000**		

PARK CAPITAL FUND
Proposed adjustments to the Park Capital Fund are as follows.

1. *$735,000 (revenue) transferred in from Park Impact Fee Fund for the purchase (expenditure) of the Squires Landing property and improvements (formerly Twedt).

These proposed adjustments will have no impact on the budgeted ending fund balance of $43,534.

Note	Park Capital Fund Revenues:	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.*	Transfer from Park Impact Fees	$1,105,000	$735,000	One-time	$1,840,000
	Increase in Revenues:		**$735,000**		
	Park Capital Expenditures:				
1.*	Land Acquisition & Improvements (Twedt)	$0	$735,000	One-time	$735,000
	Increase in Expenditures		**$735,000**		

STRATEGIC OPPORTUNITIES FUND
The proposed expenditure adjustment to the Strategic Opportunity Fund is:

1. $25,043 for Phase I Environmental Site Assessment services provided at the Former Shell Service Station property that was acquired by the City in July 2013. The cost of the

property was correctly budgeted for $776,800 however this service was not included in the budget.

The expenditure adjustment will decrease the budgeted ending fund balance to $2,085,919.

Note	Strategic Opportunities Fund	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.	Land Acquisition	$776,800	$25,043	One-time	$801,843
	Increase in Expenditures		**$25,043**		

EQUIPMENT REPLACEMENT FUND
The proposed expenditure adjustment to the Equipment Replacement Fund is:

1. $5,246 for replacement of handheld radar units for the police department. Funds are available and set aside for this purpose but were not budgeted.

The expenditure adjustment will decrease the budgeted ending fund balance to $364,248.

Note	Equipment Replacement Fund	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.	Radar Units	$0	$5,246	One-time	$5,246
	Increase in Expenditures		**$5,246**		

SUMMARY OF ALL FUNDS

The proposed expenditure adjustments, for all funds, represent an increase of $2,127,655 to the 2013-2014 amended biennial expenditure budget of $55,617,808, bringing the total amended expenditure budget to $57,745,463. Of the total expenditure adjustments, interfund transactions represent $735,000.

The proposed revenue adjustments represent an increase of $735,000 from the 2013-2014 amended biennial revenues of $53,651,122, bringing the total adjusted revenues, for all funds, to $54,386,122. This adjustment is an interfund transaction.

This represents the fourth and final amendment to the adopted 2013-2014 biennial budget and is required in order that no funds exceed their adopted appropriation limits.

Please let me know if there are questions that can be addressed prior to the December 15, 2014 City Council meeting.

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 14-0390

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE 2013-2014 BUDGET; AMENDING THE 2013-2014 BUDGET TO ADJUST APPROPRIATIONS FOR THE STREET FUND, THE SWAMP CREEK BASIN FUND, THE PARK IMPACT FEE FUND, THE PARK CAPITAL FUND, THE STRATEGIC OPPORTUNITIES FUND, AND THE EQUIPMENT REPLACEMENT FUND; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Kenmore, Washington, (the "City"), is required by applicable state law to finalize its biennial budget prior to the commencement of the first fiscal year of the biennium; and

WHEREAS, the amount of revenue and appropriations can only be estimated at the time of finalization of the budget; and

WHEREAS, by Ordinance No. 12-0351, the City Council adopted the 2013-2014 Biennial Budget; and

WHEREAS, by Ordinance No. 13-0355, Ordinance No. 13-0366, and Ordinance No.14-0382, the City Council amended the 2013-2014 Biennial Budget, and

WHEREAS, the City Council finds it in the best interest of the City to adjust appropriations in the Street Fund, the Swamp Creek Basin Fund, the Park Impact Fee Fund, the Park Capital Fund, the Strategic Opportunities Fund, and the Equipment Replacement Fund;

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

Section 1. Funds Appropriated. The 2013-2014 Biennial Budget, as amended, is further amended by fund to reflect the adjustments to revenues and appropriations as shown below:

FUND	2013-2014 Budgeted Revenues as Amended 5/12/2014	Change	Amended 2013-2014 Budgeted Revenues
General Fund	$19,250,445	$0	$19,250,445
Street Fund	3,514,173	0	3,514,173
Public Art Fund	600	0	600
Park Impact Fee Fund	346,567	0	346,567
Transportation Impact Fee Fund	876,670	0	876,670
Swamp Creek Basin Fund	16,000	0	16,000

Strategic Reserve Fund	0	0	0
Strategic Opportunities Fund	3,301,862	0	3,301,862
Sammamish River Bridge Fund	80,000	0	80,000
Real Estate Excise Tax Fund	1,147,317	0	1,147,317
Kenmore Village Fund	4,576,500	0	4,576,500
Park Capital Fund	1,916,534	735,000	2,651,534
Transportation Capital Fund	12,656,875	0	12,656,875
Surface Water Management Fund	3,824,176	0	3,824,176
Surface Water Capital Fund	1,988,261	0	1,988,261
Equipment Replacement Fund	155,142	0	155,142
Total Budget	**$53,651,122**	**$735,000**	**$54,386,122**

FUND	2013-2014 Budgeted Expenditures as Amended 5/12/2014	Change	Amended 2013-2014 Budgeted Expenditures
General Fund	$22,172,545	$0	$22,172,545
Street Fund	3,534,126	585,000	4,119,126
Public Art Fund	1,766	0	1,766
Park Impact Fee Fund	1,105,000	735,000	1,840,000
Transportation Impact Fee Fund	822,500	0	822,500
Swamp Creek Basin Fund	160,000	42,366	202,366
Strategic Reserve Fund	0	0	0
Strategic Opportunities Fund	1,190,900	25,043	1,215,943
Sammamish River Bridge Fund	80,000	0	80,000
Real Estate Excise Tax Fund	2,757,050	0	2,757,050
Kenmore Village Fund	2,500,686	0	2,500,686
Park Capital Fund	1,873,000	735,000	2,608,000
Transportation Capital Fund	12,246,837	0	12,246,837
Surface Water Management Fund	4,908,887	0	4,908,887
Surface Water Capital Fund	1,988,261	0	1,988,261
Equipment Replacement Fund	276,250	5,246	281,496
Total Budget	**$55,617,808**	**$2,127,655**	**$57,745,463**

The City Manager is hereby authorized and instructed to effectuate the necessary changes to the 2013-2014 Biennial Budget and to make any necessary and appropriate line item entries and adjustments in order to reflect the amendments of this ordinance.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of the publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 15th DAY OF DECEMBER, 2014.

CITY OF KENMORE

_____
David Baker, Mayor

ATTEST/AUTHENTICATED:

_____
Patty Safrin, City Clerk

Approved as to form:

_____
Rod Kaseguma, City Attorney

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

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment to Contract for Prosecution Services, extending the contract term Proposed Council Action/Motion: Authorize the City Manager to sign and execute Amendment No. 4 to Contract 10-C862, substantially and materially in the form attached.	For Council Meeting Agenda of: Dec. 15, 2014 Department: City Manager's Office Prepared by: Rob Karlinsey Initial & Date Approved by Department Head: _____ Approved by City Attorney: Rod K. via email Approved by Finance Director: 12/3/14 Approved by City Manager: 12-2-14 Attachments: Amendment No. 4 to Contract 10-C862 Contract 10-C862, including Amendments 1-3

Expenditure Required: Approximately $10,508/mo. in 2015 Amount Budgeted $130,800/yr. Appropriation Required $0

INFORMATION/BACKGROUND:

The City of Kenmore is responsible for charging and prosecuting misdemeanor crimes that occur within the Kenmore city limits. The City utilizes King County for district court services, and the City contracts with the Law Office Sarah Roberts for prosecution services. Through this contract, the Law Office Sarah Roberts also provides domestic violence victim coordinator services.

The current contract for prosecution services with the Law Office of Sarah Roberts (Contract 10-C862) expires at the end of 2014. The city manager proposes extending this contract, by the attached amendment, through 2015 with the ability for two additional one-year extensions. All other terms of the contract, including the provision of domestic violence victim coordination services, will remain in effect.

Having been selected through a request for proposals process, the Law Office of Sarah Roberts has provided prosecution services for the City of Kenmore since April 1, 2010. Ms. Roberts has been a prosecuting attorney for more than 21 years. Her law firm also serves the Cities of Shoreline, Lake Forest Park, Woodinville and Kirkland as well as some smaller municipalities including Medina and Clyde Hill.

In addition to standard prosecution services and included in the monthly rate, Ms. Robert's firm employs a domestic violence advocate who provides assistance to domestic violence victims in both charged criminal cases and situations that don't involve criminal charges. The DV advocate spends approximately 15 hours per week working with Kenmore victims. The firm's paralegal spends approximately 20 hours per week in administrative support on Kenmore cases, and Ms. Roberts spends approximately 20 hours

per week as Kenmore's prosecutor.

The City of Kenmore's prosecution case load for 2013 and year-to-date 2014 has been as follows:

	2013	214 YTD*
DUI	38	45
Domestic Violence	42	48
Suspended License	195	185
Theft	12	22
Other**	53	50
Total	340	350

* Through November 2014
** "Other" includes such criminal filings as park violations, fireworks violations, minors possessing alcohol, etc.

The above case load data does not include open cases from prior years that carry forward from year to year.

FISCAL CONSIDERATION:
Sufficient funds are budgeted in the 2015-2016 Biennial Budget.

CITY OF KENMORE CONSULTANT CONTRACT
Contract No. 10-C826 Amendment No. 4
(City Prosecutor)

THIS AMENDMENT NO. 4 amends the Contract for Consultant Services (Contract No. 10-C862) ("Contract") between the City of Kenmore, Washington, a municipal corporation ("City") and Law Office of Sarah Roberts ("Consultant") as set forth below. All other terms and conditions of the Contract shall remain in full force and effect.

1. Amendment of Section 3. Effective January 1, 2015, Section 3 of the Contract, as last amended by Amendment No. 3, is further amended to read as follows:

> Duration of Agreement; Performance. This Agreement shall be in full force and effect for a period commencing January 1, 2015 and ending December 31, 2016, unless sooner terminated under the provisions of this Agreement. This Agreement shall be extended automatically for two (2) one-year terms (for a total of two (2) years), unless either party gives written notice to the other party at least sixty (60) days prior to the end of the term of this Agreement, or the end of the first one-year extension. The City Manager shall give any notice on behalf of the City. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the dates written below:

LAW OFFICE OF SARAH ROBERTS	CITY OF KENMORE
_____	By: _____
	Its: _____
Date: _____	Date: _____

Contract No. 10-C862
Amendment No. 3

The following sections of the contract for Prosecution Services between the City of Kenmore and the Law Office of Sarah Roberts, signed by the City on March 29, 2010, are amended as set forth below). All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Exhibit A is amended as follows:
   a. The duties described in the second paragraph of Amendment No. 1 (Letter from Sarah Roberts to Fred Stouder dated March 30, 2011) attached hereto and incorporated herein are added to the scope of services of Exhibit A; provided, that the monthly increase mentioned at the end of the paragraph shall not apply; and
   b. The Domestic Violence Victim Coordinator Services described in Amendment No. 2 attached hereto and incorporated herein are added to the scope of services of Exhibit A,; provided, that the additional flat monthly rate mentioned at the end of Amendment No. 2 shall not apply.

2. Section 3 and Exhibit B are amended to read as follows:
   a. Section 3.

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 1, 2013 and ending December 31, 2014, unless sooner terminated under the provisions of this Agreement. The City reserves the right to automatically renew for an additional two year period for a total of four years. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

   b. Exhibit B.

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

The Law Office of Sarah Roberts will be compensated at a flat fee of $10,302.00 per month. This fee includes ***all of the costs incurred in providing prosecution services outlined in "Exhibit A" (Scope of Work), handling of First Appearance Hearings as described in Amendment No. 1, and Domestic Violence Victim Coordinator Services as described in Amendment No. 2.***

DATED this 16th day of Jan., 2013.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: Sarah Roberts
Title: Sole Proprietor
Address: 18050 Meridian Ave N.
Shoreline, WA 98133

Attest/Authenticated:

_____
Patty Safrin, City Clerk

Approved as to Form:

_____
Rod Kaseguma, City Attorney

Contract No. 10-C862 (Sarah Roberts)
Amendment No. 2

Domestic Violence Victim Coordinator Services

- Make direct contact with victims and witnesses of domestic violence crimes within 24-48 hours of incident.
- Explain role of Domestic Violence Coordinator.
- Prepare victim files.
- Interview victims, assess the information involving the crime, determine prior history of domestic violence and confirm all contact information.
- Determine restitution if necessary and collect financial statements from victims
- Safety plan and provide Domestic Violence Education material.
- Document the victim's response to the incident and provide defendant treatment recommendations to the Prosecutor.
- Provide support and community resources (shelter/housing, legal, mental health, CVC, VINE) to victims.
- Explain the process of criminal prosecution to victims and witnesses
- Maintain ongoing contact with victims in order to provide information regarding the case status (pc hearings, arraignments, pretrials and sentencing).
- Explain victim's rights and options regarding the criminal case and No Contact Orders.
- Assist victims with Orders of Protection.
- Effectively document all contact with victims and witness.
- Track active cases and uses a computer database to obtain, collect and evaluate information.
- Assist the Prosecutor in preparation of trials by obtaining certified Orders, providing updates concerning victim's preferences and concerns and prepare victims/witnesses for possible testimony.
- Draft all No Contact Orders and Subpoenas
- Help victims create Victim Impact Statements for the court.
- Work closely with the Police Department, the Prosecutor, the Court, and private or non-profit services.

Per our prior discussions, I would look to amend my current contract to include these services for an additional flat monthly rate of $800.00.

Sarah Roberts
Prosecuting Attorney

Fred Stouder, City Manager
City of Kenmore

i:\city clerk\contracts\domestic violence services.doc

Contract No. 10-C862
Amendment No. 1

Law Office of Sarah Roberts
18050 Meridian Ave. N.
Shoreline, WA 98133
Phone: (206) 205-5684 Fax: (206) 205-3470

Fred Stouder
18120 68th Ave NE
PO Box 82607
Kenmore, WA 98028

March 30, 2011

Mr. Stouder:

I am writing to request an amendment to my prosecution contract and a small increase of $300 in my monthly pay. When we negotiated the prosecution contract in April 2010, it did not include my handling of suspects First Appearance Hearing. At that time, another law firm handled these matters at the King County Jail

Since the City is now booking defendants into the Snohomish County Jail, it appears more cost effective to have my law firm handle these matters. These duties include reviewing police reports for defendants booked into jail, reviewing the defendant's criminal history, and making appropriate recommendations to the court regarding bail and conditions of release. I have been providing these services to the City since February 1st of this year and things have been running very smoothly. Therefore, I am requesting an amendment to my contract to include the handling of First Appearance Hearings, and a monthly increase from $9000.00 to $9300.00.

Please let me know if you have any questions or if you would like any additional information.

Sincerely,

Sarah Roberts
Prosecuting Attorney
City of Kenmore

Kenmore Original

CONTRACT FOR CONSULTANT SERVICES
Contract No. 10-C862

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Law Office of Sarah Roberts, whose principal office is located at 18050 Meridian Avenue North, Shoreline, WA 98133 ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

_X_ A sum not to exceed $ 300,000.00

___ Other (describe): _____

_____

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

An annual Cost-of-Living (COLA) increase shall be automatically calculated on January 1st of each year of this Agreement. This annual COLA increase shall be the same as granted to non-union City employees by the City Council at the close of each year, if any. If no COLA increase

is granted by the City Council, then no COLA increase shall be given to Consultant under this Agreement.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on April 1, 2010 and ending December 31, 2012, unless sooner terminated under the provisions of this Agreement. The City reserves the right to automatically renew for an additional two year period for a total of four years. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification.

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

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

C. The provisions of this Section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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

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

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

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

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under

this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

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

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

14. Confidentiality. Except where disclosure is required by law or made necessary as part of Consultant's performance of the Scope of Services, Exhibit A, all information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

Law Office of Sarah Roberts
18050 Meridian Avenue North
Shoreline, WA 98133

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

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

CITY OF KENMORE, WASHINGTON

By: _____
Frederick C. Stouder
Title: City Manager
Date: March 25, 2010

CONSULTANT

By: Sarah Roberts
Title: attorney at Law
Date: April 7, 2010

ATTEST AS TO FORM:

_____
Rod Kaseguma, City Attorney

EXHIBIT A – SCOPE OF SERVICES

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

Provide prosecution services on misdemeanor, gross misdemeanor and traffic infraction cases, where the City has original jurisdiction over any of the above matters committed all standards, rules, guidelines and regulations applicable to the legal profession, including but not limited to the Rules of Professional Conduct.

1. Review of cases for filing – Cases sent by the Kenmore Police Department (KPD) for prosecutor filing decision will be approved for filing or declining for filing within fourteen (14) days of receipt. Unless a case is approved for filing, the prosecutor will promptly send a memo to KPD explaining a decline or requesting additional information to be used in making the filing decision.

2. Complaints – Within thirty (30) days after a defendant pleads not guilty, the prosecutor will file a complaint with the court. At the same time, file notes will be prepared regarding evidence, witnesses and any extra information needed before trial.

3. Discovery – Discovery for all the above matters will be promptly provided to defense upon receipt of notice of appearance.

4. Subpoenas – The prosecutor is responsible to supply the court with the names of all City witnesses to be subpoenaed and notify witnesses if they are not needed.

5. Plea Offers – The prosecutor will prepare a plea offer for each case except for bail forfeitable offenses.

6. Victims of Complaining Witnesses – For domestic violence cases, it is anticipated that the domestic violence advocate will have contact with the victim right around the time of arraignment. Otherwise, the prosecutor will make direct contact with the victim (or if that is not practical, send a letter to the victim) by no later than two (2) weeks after arraignment. In other cases, shortly after the defendant pleads not guilty, the prosecutor will contact all necessary prosecution witnesses where it is likely that such witnesses will be necessary to appear for trial.

7. Case Management – Within thirty (30) days after a defendant pleads not guilty (without waiting for the case to come up on a court calendar) each case will be reviewed for trial readiness. This review will include insuring that proof of elements of the crime will be in hand for trail (e.g., admissible evidence re: status of driver's license). In the event an officer's attendance is not required for court, the prosecutor will provide cancellation notice consistent with KPD policy.

8. Domestic Violence Advocate – The prosecutor should have regular communication with the domestic violence advocate, particularly for discussion of upcoming cases. The prosecutor shall seek the input of the advocate before any unusual disposition of a case is proposed in court.

9. Court Appearance – The prosecutor will appear at all calendar settings unless otherwise waived. This includes sentencing, trials, contested hearings where an officer or witness presence is required, and probation hearings. However, it is likely that the standard procedure will be for the prosecutor to be excused from attending certain categories of calendars, such as routine review hearings during probation. The KPD or the court may request that the prosecutor attend all court hearings for individual defendants. When a case involves an offense, which KPD has indicated to the prosecutor is of particular sensitivity, the prosecutor shall contact KPD before any unusual disposition of the case is presented in court. In any event, the prosecutor shall advise KPD of such disposition as soon as possible after its presentation in court.

10. Appearance at Court – In the event that a City of Kenmore criminal matter is scheduled for hearing at court, then a prosecutor will attend such setting, unless otherwise waived.

11. Appeals – Prosecutor will represent the City for RALJ appeals at superior court. The prosecutor will perform legal research and file a responsive brief only after discussion with KPD. The prosecutor shall then, as necessary, prepare for and attend any required court appearances and oral arguments.

12. Liaison – The prosecutor will be the liaison between KPD and the court system regarding both court procedures and ongoing law enforcement operations.

13. Charging Decisions – Upon request of a police officer, the prosecutor will review criminal files to assist the KPD in making filing decisions. Cases are occasionally referred to the prosecutor to determine if there is sufficient evidence to file criminal charges. The prosecutor may then draft a criminal complaint and file it in court, or if there is insufficient evidence, may decline to charge or request additional police investigation.

14. Legal Advisor – The prosecutor shall be routinely available through email to all KPD officials and officers, including office visits, email and phone access for questions and issues.

15. Coverage – The prosecutor will arrange for coverage for illness or other absence. The prosecutor will provide the court with the names and telephone numbers of at least two other attorneys with whom the prosecutor has made prior arrangements with coverage for court appearances in the event that unexpectedly the prosecutor cannot attend. The

prosecutor will ensure that availability of attorney's and support staff is consistent with efficient delivery of services.

EXHIBIT B

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

The Law Office of Sarah Roberts will be compensated at a flat fee of $9,000.00 per month. This fee includes all of the costs incurred in providing prosecution services outlined in "Exhibit A" (Scope of Work)

Additionally, this flat fee includes all administrative costs incurred in servicing the contract (i.e. copies, postage, etc).

The flat fee does not include the coverage of code enforcement actions, which will be billed at a separate rate of $150.00 an hour; provided that the City shall not pay an amount exceeding $3,000.00 for Consultant's coverage of code enforcement actions.

The City shall not pay a sum exceeding $300,000.00 for Consultant's services under this Agreement.

EXHIBIT C
City of Kenmore
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____
Mailing Address: _____
_____
Telephone: ( ) _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program: _____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____
Date Authorized Signature (Required)

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Third Amendment to Contract for Public Defense Services between the City and Stewart MacNichols Harmell, Inc., P.S.	**For Council Meeting Agenda of:** Dec. 15, 2014 **Department:** City Manager's Office **Prepared by:** Rod Kaseguma, City Attorney and Rob Karlinsey, City Manager Initial & Date **Approved by Department Head:** **Approved by City Attorney:** RK. via email **Approved by Finance Director:** 12/4/14 **Approved by City Manager:** RBK 12-03-14
Proposed Council Action/Motion: Motion: Approve the Third Amendment of Contract and authorize the City Manager to sign it.	**Exhibits/Attachments:** Attachment A: Third Amendment to Contract for Public Defense Services Attachment B: Contract No. 06-C537 for Public Defense Services Attachment C: First Amendment to Contract for Public Defense Services Attachment D: Second Amendment to Contract for Public Defense Services

Expenditure Required $5,000/mo. **Amount Budgeted** $5,000/mo. **Appropriation Required** $0

INFORMATION/BACKGROUND:

Current Contract

The law firm of Stewart MacNichols Harmell, Inc., P.S. ("Law Firm"), provides public defense services for indigent criminal defendants. The City's contract with the firm was signed on September 7, 2006. The contract was amended on July 22, 2013 to increase the compensation from $3,000 to $8,500 per month for the first 20 cases appointed in the month (other terms of compensation were not changed), to extend the contract to December 31, 2013, and to require the firm to meet standards for public defense services. The contract was amended again on December 2, 2013 to reduce the compensation from $8,500 per month to $5,000 per month for the first 20 cases appointed in the month, and to extend the contract to December 31, 2014.

Stewart MacNichols Harmell, Inc. has provided public defense services for the City of Kenmore since the late 1990s and was originally selected through a request for proposals process. The Law Firm was appointed 187 Kenmore cases in 2013, and 178 Kenmore cases January through October 2014.

Recommendation--Amended Contract

City staff recommends amending the contract with the Law Firm by adopting the Third Amendment at Attachment A, which extends the term of the Contract to December 31, 2015.

City Standards for Public Defense Services

The agenda bill for the December 2, 2013 meeting pointed out that the City must adopt standards for the delivery of public defense services pursuant to RCW 10.101.030, guided by standards endorsed by the Washington State Bar Association and adopted by the Washington Supreme Court. An explanation of such standards was explained in the December 2, 2013 agenda bill as follows (updated in brackets as necessary):

"Standards for Public Defense Services

RCW 10.101.030 requires every city to adopt standards for the delivery of public defense services. Those standards must include, among other things: duties and responsibilities of counsel; case load limits and types of cases; reports of attorney activity and vouchers; training; monitoring and evaluation of attorneys; substitution of attorneys or assignment of contracts; qualifications of attorneys; and disposition of client complaints. RCW 10.101.030 also states that the standards endorsed by the Washington State Bar Association (WSBA) for public defense services should serve as guidelines for cities. The WSBA has adopted such guidelines.

Last Summer [Summer of 2012], *the Washington Supreme Court adopted Standards for Indigent Defense. Those Standards address case-load limits and types of cases, and authorize cities to adopt a case weighting system. All of those Standards, except for Standard 3.4, relating to caseload limits, are in effect* [Standard 3.4 will be effective on January 1, 2015]. *Under Standard 3.4, the caseload limits per full-time public defense attorney are "300 misdemeanor cases per attorney per year or, in jurisdictions that have not adopted a numerical case weighting system as described in this Standard, 400 cases per year." A "numerical case-weighting system" is a methodology that assigns more than one or less than one "count" to specific types of misdemeanor charges. For example, a case-weighting system adopted by one King County city assigns one unit to driving while under the influence and 1/3 unit to driving while license suspended, level 3.*

The "case-weighting system" referenced in draft Standard 3.4 is set forth in Standard 3.5, which states that "attorneys may not engage in a case weighting system, unless pursuant to written policies and procedures that have been adopted and published by the local government entity." Those case-weighting policies and procedures should reflect the case/charge count histories of the city, based on data collected and analyzed by the city prosecutor, the city police department, the city's contracted court staff, and the public defense firm. Our City should consider a case-weighting system, as it might be economically and practically better for the City than a "one-charge equals one-case" system. One reason for considering a case-weighting system is that each time the 300 case (or weighted equivalent) limit is exceeded, the public defense firm would have to hire, train, staff and provide the infrastructure for a new attorney, which is a significant cost. Also, the firm that the City selects as the most experienced and qualified to perform the public defense services could be serving other cities under a case-weighting system. Requiring that firm to use a different standard could create an accounting and administrative burden for the firm. For example, Stewart MacNichols Harmell, Inc., P.S. also provides public defense services for two other cities, both of which use almost identical case-weighting systems.

The bottom line is that the City must adopt standards for public defense services that use and rely on the Supreme Court's adopted Standards, taking into account Standard 3.4 and the WSBA's Standards. Because the required City standards must address matters such as duties and responsibilities of attorneys and qualifications of attorneys, in addition to case load limits, the City should adopt standards before selecting and contracting with a firm or person for public defense services."

The December 2, 2013 agenda bill noted that City staff expected to develop and present to the City Council in 2014 draft City standards for public defense services. The preparation of such City standards was delayed, however, to analyze the impacts and implications of *Joseph Jerome Wilbur, et al, v. City of Mount Vernon, et al*, U.S. District Court No. C11-1100RSL, which was decided on December 4, 2013, two days after the City Council meeting. In *Wilbur*, U.S. District Judge Robert S. Lasnik held generally that the Cities of Mount Vernon and Burlington had regularly and systematically failed to provide effective assistance of counsel to indigent persons, thereby violating the federal and state constitutions. Judge Lasnik held specifically that the system of public defense provided by the Cities failed to allow appointed counsel to give each case the time and effort necessary to ensure constitutionally adequate representation and retain the integrity of the adversarial

criminal justice system. As part of the remedy, Judge Lasnik required the Cities to hire a part-time Public Defense Supervisor to supervise and evaluate the services provided by the public defenders, and to submit annual reports to Judge Lasnik. The Supervisor filed her first report on October 7, 2014. That report will be helpful in developing City standards.

Further, an important aspect of the delivery of public defense services is case load limits, which as mentioned above will be effective on January 1, 2015 pursuant to Standard 3.4. Because Standard 3.4 has not yet become effective, city attorneys, public defenders, and the Washington State Office of Public Defense engaged in discussions and analyses regarding case load limits and related case weighting during 2014. For example, the Washington State Office of Public Defense issued a Model Misdemeanor Case Weighting Policy in April of 2014. All of these discussions and analyses will inform the City's standards.

City staff anticipates completing review and consideration of relevant documents, reports and analyzes in the next few months, and presenting to the City Council draft City standards for public defense services in the Spring of 2015.

As a final comment, City staff notes that the City standards for public defense services likely will include a process for selecting the public defense firm or attorney, and the contract between such firm or attorney will include specific provisions relating to satisfaction and monitoring of such standards, requiring a new contract with the Law Firm if it continues as the City's public defense firm. Section 13A of the Contract with the Law Firm provides that either the City or the firm may terminate the Contract upon sixty (60) days written notice. This provision will allow the City to terminate the Contract mid-year to implement the new standards. Further, Section 16 of the Contract already requires the Law Firm to provide services consistent with the minimum standards of the Washington Supreme Court, the Washington State Bar Association, applicable case law and the Federal and State constitutions, which will allow the City to enforce such minimum standards prior to completion and adoption of City standards for public defense services.

FISCAL CONSIDERATION:
Sufficient funds are budgeted in the 2015-2016 Biennial Budget. No additional budget appropriation is projected at this time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Effective and Efficient Services

Attachment A

CONTRACT FOR PUBLIC DEFENSE SERVICES
City of Kenmore Contract No. 06-C537 Amendment No. 3

This Third Amendment modifies the Contract for Public Defense Services between the City of Kenmore, Washington ("City") and Stewart MacNichols Harmell, Inc., P.S., ("Attorney").

RECITALS

A. The City and the Attorney entered into the Contract for Public Defense Services ("Contract") on September 7, 2006.

B. In July of 2013, the City and the Attorney entered into the First Amendment to Contract for Public Defense Services, which amended Section 7 of the Contract to modify the Attorney's compensation, amended Section 12 of the Contract to extend the term of the Contract to December 31, 2013, and added a new Section 16 regarding performance standards.

C. In December of 2013, the City and the Attorney entered into the Second Amendment to Contract for Public Defense Services, which further amended Section 7 of the Contract to modify the Attorney's compensation, and further amended Section 12 of the Contract to extend the term of the Contract to December 31, 2014.

D. The City and the Attorney desire to amend the Contract to extend the term of the Contract to December 31, 2015 while the City develops and adopts standards for the delivery of indigent defense services.

AMENDMENT

The parties hereto agree to amend Section 12 of the Contract to read as follows:

> Term of this Agreement. Provision of services pursuant to this agreement shall commence on January 1, 2006. This agreement shall remain in full force and effect through December 31, 2015, unless terminated earlier pursuant to the provisions hereof.

ATTORNEY

By _____ DATE: _____

Title: _____

CITY OF KENMORE, WASHINGTON

By _____ DATE: _____

Title: City Manager

461437.1 | 359830 | 0002

Attachment B

Contract No. 06-C537
Kenmore Original

CONTRACT FOR PUBLIC DEFENSE SERVICES

THIS CONTRACT is entered into between the CITY OF KENMORE, a municipal corporation, herein referred to as the "City", and STEWART BEALL MACNICHOLS & HARMELL, INC., P.S., herein referred to as "Attorney".

1. **Scope of Services.** All indigent defendants charged under criminal ordinances (except land use code enforcement violations) of the City who qualify for appointed counsel and are either screened or direct appointed by the court shall be referred to the Attorney. The Attorney shall provide legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing and appeal to the Superior Court, if necessary.

2. **Applicant Screening.** Determination of indigence for eligibility for appointed counsel under this contract shall be determined by an independent screening process established by the City. Should the Attorney determine a defendant is not eligible for assigned counsel prior to the establishment of the attorney/client privilege, the attorney shall so advise the City to reconsider the screening of that particular individual.

3. **24 Hour Telephone Access.** The Attorney shall provide to the Kenmore Police Department a telephone number or numbers at which an attorney can be reached twenty-four (24) hours each day for "critical stage" advice to defendants during the course of police investigations and/or arrest for criminal violations of City ordinances.

4. **Associated Counsel.** Any counsel associated with or employed by the Attorney shall have the authority to perform the services called for herein, and Attorney may employ associated counsel to assist him at Attorney's expense. The Attorney and any other attorneys retained pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington. Attorney shall notify the City in writing within five (5) days of retaining any associated attorney(s). Attorney shall provide a curriculum vitae for any such associated attorney(s).

5. **Proof of Professional Liability Insurance.** During the term of this agreement and any extensions thereof, the Attorney shall secure and maintain a policy of comprehensive professional liability insurance provided by an insurance company licensed to do business in the State of Washington. Said policy shall have limits of not less than $1,000,000.00.

6. **Indemnification.** The Attorney shall indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims whatsoever arising out of the Attorney's performance of obligations pursuant to this agreement, including claims arising by reason of accident, injury or death caused to person or property of any kind occurring by the fault or neglect of the Attorney, his agents, associated, or employees and occurring without the fault or neglect of the City.

7. **Compensation.** The City shall pay to the Attorney for services rendered under this Contract, the sum of $3000.00 per month for the first twenty cases appointed per month. This figure is based upon our assumption there will be one full day Kenmore calendar per week at the Shorerline District Court. Representation will include appearances bail hearings, pretrials, motions, bench trials, sentencings, and reviews.

Jury trials will result in an additional payment of $350.00. Jury trials include any matter set for trial where either (1) a jury is empaneled, or (2) the case is dismissed subsequent to jury call.

Any matter which is appealed and a brief is filed Appeals will result in an additional payment of $500.00.

Additional cases above the first twenty appointments per month will result in an additional payment of $120.00 per case.

Additional court calendars will be paid at $360.00 per morning or afternoon appearance on a court calendar, and $520.00 where clients appear on both morning and afternoon calendars on a single day.

The Attorney shall bill the City monthly. The City agrees to seek approval for payment as soon as possible after receipt.

8. **Discovery Provided.** The City shall provide to the Attorney, at no cost to the Attorney or defendant, one copy of all discoverable material concerning each assigned case. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record.

9 **Code Provided.** The City shall provide to the Attorney at no cost to the Attorney a copy of all criminal ordinances enacted by the City, and any amendments thereto adopted during the term of this contract.

10. **No Assignments or Subcontracts.** No assignment or transfer of this contract, nor of any interest in this Contract shall be made by either of the parties without prior written consent.

11. **Attorney Conflict.** In the event the representation of a defendant hereunder raises a conflict of interest such that the attorney cannot ethically represent the defendant, said defendant shall be referred back to the City for further assignment, without cost to the Attorney.

12. **Term of this Agreement.** Provision of services pursuant to this agreement shall commence on January 1, 2006. This agreement shall remain in full force and effect through December 31, 2008, unless terminated earlier pursuant to the provisions hereof.

13. **Termination.**

A. At Election of the City or Attorney: The City or Attorney may terminate this agreement without the necessity of substantiating cause upon expiration of sixty (60) days from receipt of written notice of such termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this agreement without recourse by the other were performance is rendered impossible for reasons beyond such party's reasonable control.

14. **Amendments.** No modifications or amendment of the provisions of this agreement shall be effective unless in writing and signed by an authorized representative of the parties hereto.

15. **Entire Agreement.** This instrument contains the entire agreement between the parties and may not be enlarged, modified or altered, unless in writing and signed by the parties.

DATED this 7th day of September, 2006.

STEWART BEALL MACNICHOLS & HARMELL, INC., P.S.

N. Scott Stewart

CITY OF KENMORE

By: for Steve Anderson
Acting City Manager

APPROVED AS TO FORM:

ATTEST:

By: Aspen Batchelor

Attachment C

City of Kenmore Contract No. 06-C537 Amendment No. 1

FIRST AMENDMENT TO CONTRACT FOR PUBLIC DEFENSE SERVICES

This Amendment modifies the Contract for Public Defense Services between the City of Kenmore, Washington ("City") and Stewart Beall MacNichols & Harmell, Inc., P.S., ("Attorney").

RECITALS

A. The City and the Attorney entered into the Contract for Public Defense Services ("Contract") on September 7, 2006.

B. The City and the Attorney desire to amend the Contract to increase the Attorney's compensation, due to the length of time that has passed since the execution of the Contract, to extend the term of the Contract temporarily while the City develops and adopts standards for the delivery of indigent defense services, and to require the Attorney to comply with current rules and standards for indigent defense services.

AMENDMENT

The parties hereto agree as follows:

1. Amendment of Section 7. Effective August 1, 2013, Section 7 of the Contract is amended to read as follows:

> Compensation. The City shall pay to the Attorney for services rendered under this Contract, the sum of $8,500.00 per month for the first twenty cases appointed per month. This figure is based upon an assumption there will be one full day Kenmore calendar per week at the Shoreline District Court. Representation will include appearances, bail hearings, pretrials, motions, bench trials, sentencings, and reviews.
>
> Jury trials will result in an additional payment of $500.00. Jury trials include any matter set for trial where either (1) a jury is empaneled, or (2) the case is dismissed subsequent to jury call.
>
> Any matter which is appealed for which a brief is filed will result in an additional payment of $750.00.
>
> Additional cases above the first twenty appointments per month will result in an additional payment of $250.00 per case.
>
> Additional court calendars will be paid at $360.00 per morning or afternoon appearance on a court calendar, and $520.00 where clients appear on both morning and afternoon calendars on a single day.

The Attorney shall bill the City monthly. The City agrees to seek approval for payment as soon as possible after receipt.

2. Amendment of Section 12. Section 12 of the Contract is amended to read as follows:

Term of this Agreement. Provision of services pursuant to this agreement shall commence on January 1, 2006. This agreement shall remain in full force and effect through December 31, 2013, unless terminated earlier pursuant to the provisions hereof.

3. Addition of new Section 16. A new Section 16 is added to the Contract as follows:

Performance Standards for Services. Attorney shall provide services in a professional and skilled manner consistent with minimum standards of the Washington State Bar Association, Washington's Rules of Professional Conduct, applicable case law, the Constitutions of the United States and Washington, and Washington Supreme Court rules that define the standards of indigent defense services and the duties and responsibilities of public defense attorneys and counsel. These minimum standards shall include the Standards for Indigent Defense, as promulgated by the Washington State Supreme Court, as now in effect or as hereafter amended. Attorney agrees to and shall assume sole responsibility for completing required indigent defense case data, performance measurements or other reporting as required by the Washington Supreme Court or other courts of competent jurisdiction. In addition, Attorney shall be responsible for reviewing and monitoring court orders or directives, and for adopting all policies, practices or other measures to insure compliance with the Standards for Indigent Defense, as now in effect or as hereafter amended.

ATTORNEY

By _____ DATE: 7/29/13

Title: PARTNER

CITY OF KENMORE, WASHINGTON

By _____ DATE: 7/31/13

Title: City Manager

Attachment D

SECOND AMENDMENT TO CONTRACT FOR PUBLIC DEFENSE SERVICES

This Second Amendment modifies the Contract for Public Defense Services between the City of Kenmore, Washington ("City") and Stewart Beall MacNichols & Harmell, Inc., P.S., ("Attorney").

RECITALS

A. The City and the Attorney entered into the Contract for Public Defense Services ("Contract") on September 7, 2006.

B. In July of 2013, the City and the Attorney entered into the First Amendment to Contract for Public Defense Services, which amended Section 7 of the Contract to modify the Attorney's compensation, amended Section 12 of the Contract to extend the term of the Contract until December 31, 2013, and added a new Section 16 regarding performance standards.

C. The City and the Attorney desire to amend the Contract to modify further the Attorney's compensation, and to extend the term of the Contract for one year while the City develops and adopts standards for the delivery of indigent defense services.

AMENDMENT

The parties hereto agree as follows:

1. Amendment of Section 7. Effective January 1, 2014, Section 7 of the Contract is amended to read as follows:

> Compensation. The City shall pay to the Attorney for services rendered under this Contract, the sum of $5,000.00 per month for the first twenty cases appointed per month. This figure is based upon an assumption there will be one full day Kenmore calendar per week at the Shoreline District Court. Representation will include appearances, bail hearings, pretrials, motions, bench trials, sentencings, and reviews.
>
> Jury trials will result in an additional payment of $500.00. Jury trials include any matter set for trial where either (1) a jury is empaneled, or (2) the case is dismissed subsequent to jury call.
>
> Any matter which is appealed for which a brief is filed will result in an additional payment of $750.00.
>
> Additional cases above the first twenty appointments per month will result in an additional payment of $250.00 per case.

Additional court calendars will be paid at $360.00 per morning or afternoon appearance on a court calendar, and $520.00 where clients appear on both morning and afternoon calendars on a single day.

The Attorney shall bill the City monthly. The City agrees to seek approval for payment as soon as possible after receipt.

2. Amendment of Section 12. Section 12 of the Contract is amended to read as follows:

Term of this Agreement. Provision of services pursuant to this agreement shall commence on January 1, 2006. This agreement shall remain in full force and effect through December 31, 2014, unless terminated earlier pursuant to the provisions hereof.

ATTORNEY

By _____ DATE: 1/31/14

Title: PARTNER

CITY OF KENMORE, WASHINGTON

By _____ DATE: 2/4/14

Title: City Manager

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: City Manager Employment Agreement **Proposed Council Action/Motion:** Amend the City Manager's employment agreement, Contract No. 12-C1014 Amendment No. 3, as shown in Exhibit A, to grant a 5% merit increase, effective January 1, 2015.	For Council Meeting Agenda of: 12-15-2014 Department: City Manager's Office Prepared by: Finance & Administration and City Attorney To Be Presented by: City Attorney Initial & Date Approved by Department Head: — Approved by City Attorney: ✓ Approved by Finance Director: 12/4/14 Approved by City Manager: N/A **Exhibits/Attachments:** Exhibit A, Third Amendment to Employment Agreement for City Manager (Contract No. 12-C1014)
Expenditure Required See Fiscal Consideration below	**Amount Budgeted** $ **Appropriation Required** $0

INFORMATION/BACKGROUND:

The City Manager's employment agreement provides for an annual salary increase in the amount of the cost of living increase for other full-time City employees, or a merit increase in accordance with the City Council annual performance review and evaluation, whichever is greater. The City Council recently conducted the City Manager's annual performance review and evaluation. At the end of that process, the City Council indicated its desire to grant to the City Manager a 5% salary increase for merit, effective January 1, 2015. This merit increase was based on completion of work plan items and progress toward City Council goals.

FISCAL CONSIDERATION:

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

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

All 12 City Council Goals.

City of Kenmore Contract No. 12-C1014
Amendment No. 3

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER is entered into as of the 15th day of December, 2014, by and between the **CITY OF KENMORE**, King County, Washington ("City") and **ROBERT G. KARLINSEY** ("Manager").

RECITALS

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

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

AMENDMENT

1. Effective January 1, 2015, paragraph 4 of the Agreement is amended to read as follows:

> **4. Salary.** The City shall pay the Manager a salary of $159,214 per year, payable in equal installments in accordance with the City's normal payroll schedule. The salary shall be increased each January 1 by a cost of living adjustment equal to the cost of living increase for other full-time City employees, if any, or a merit increase in accordance with paragraph 5 of this Agreement, whichever is greater. This Agreement shall be deemed to be automatically amended to reflect any cost of living adjustments or salary increases based on merit.

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

CITY MANAGER

By _____
Robert G. Karlinsey

CITY OF KENMORE

By _____
Mayor

462000.1 | 359830 | 0003

The City of Kenmore
18120 68TH AVENUE NE PO BOX 82607
KENMORE, WASHINGTON 98028

MEMO

TO: **City Council**

FROM: **Debbie Bent, Director of Planning & Community Development** DB.
Lauri Anderson, Senior Planner LWA

DATE: December 15, 2014

SUBJECT: Comprehensive Plan Update: Progress Report

At your 9/15/14 joint meeting with the Planning Commission, staff provided background information on the Comprehensive Plan update. The Kenmore Comprehensive Plan provides the policy framework to achieve the community's long-term (20-year) vision and serves as the guide for making decisions regarding future development and public facility investments. The State requires a periodic update of comprehensive plans and associated development regulations in jurisdictions subject to the Growth Management Act. Kenmore's next overall update is due on June 30, 2015.

Although all elements will be affected by the update, the Council agreed on 9/15 that the following Comprehensive Plan components would be the focus of the update:

- 20-Year Vision Statement (last reviewed in 2000)
- Chapter on Demographics and Economics (last updated in 2008, prior to the last census)
- Housing Element (last reviewed in 2008)
- Public Services Element (last reviewed in 2001)
- Utilities Element (last reviewed in 2001)
- New airport planning policies (required by the State to address the Kenmore Air Harbor)
- Sustainability policies
- Policies addressing healthy/active living

In November, the Planning Commission worked with A Regional Coalition for Housing (ARCH) to review the Housing Element and recommend amendments.

At the Planning Commission meeting on December 2, the Planning Commission reviewed the existing Comprehensive Plan Vision Statement and suggested edits (see Attachment 1). The Commission's most significant changes add the following concepts: air and water quality protection; a standalone phrase about connecting to the waterfront; support for the arts; parks and open spaces as a means to achieve active, healthy lifestyles; and support for business. The Commission draft eliminates the existing

phrase about clear public priorities and use of public resources as this seemed more like an implementation measure to achieve the vision, rather than part of the vision, itself.

A community survey will be conducted in January to obtain input on the draft Vision Statement. The final recommended draft will be presented to the City Council, along with the other Comprehensive Plan amendments, in late spring 2015.

Attachments
Attachment 1: Draft Vision Statement amendments

Attachment 1

PLANNING COMMISSION'S

DRAFT REVISED VISION STATEMENT

As we look into the future, twenty years from now, we see Kenmore as a place that residents, businesses and visitors find special with welcoming, courteous people, offering a high quality of life as a place to live, raise children, shop, work, recreate, and socialize. In ~~2020~~ 2035, we see Kenmore as…

- A community that is family friendly ~~with a small town feeling~~, that recognizes its history~~,~~ and ~~is open to and~~ values diversity*
- A community that ~~is attentive to, and seeks to provide~~ cares for~~,~~ the health, safety, and welfare of all its citizens
- A community that ~~manages its traffic well, and is united by~~ with a safe, reliable and effective system of streets, transit routes, sidewalks, bike ways, and trails, linking significant regional and local destinations
- A community that fosters a sense of belonging and pride~~,~~ and makes use of the vast skills of its citizens~~, and promotes~~ through volunteerism and public involvement
- A community that ~~has preserved~~ supports the character of its single family residential neighborhoods~~, which offers a range of housing types and prices to ensure an adequate choice of attractive living accommodations, and promotes compatible housing~~
- A community that offers a range of housing types to provide a choice of attractive living accommodations for all residents
- A community that actively protects natural and environmentally sensitive areas, significant open space, ~~and~~ trees, and air and water quality
- A community with ~~an attractive, vital, pedestrian-friendly city center~~ its own sense of place and an identifiable, walkable downtown offering commercial, civic, cultural and park spaces, integrated with higher density housing
- A community that is connected both visually and physically to its waterfront, recognizing the waterfront as a significant local and regional asset
- A community with clear design standards creating attractive, functional, and enduring buildings and places
- A community that supports the arts
- A community that supports and encourages education and quality schools~~, diverse and continuing education opportunities~~

- A community that supports active, healthy lifestyles with ~~a network of~~ well-maintained parks, trails, open spaces, and recreational facilities ~~providing for passive and active recreation, and waterfront access~~

~~• A community with clear public priorities that efficiently and effectively utilizes its public resources~~

- A prosperous and vibrant community with an economic base that provides for the needs of its citizens, ~~and~~ provides quality employment opportunities, and encourages and supports businesses
- A community that is a good partner with citizens and governments throughout the region
- A community with an informed citizenry working with an open, responsive government that seeks out and integrates public input

To achieve this vision, responsible commitments in planning and resources will be made. We share and support this vision for Kenmore.

*Using the upcoming citizen survey, the Planning Commission will determine whether "small town feeling" is the appropriate phrase to include in this bullet point. Several phrases will be offered as possible alternatives.

November 17, 2014

Kenmore City Council
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028

Dear Kenmore City Council:

Our very own Inglemoor High School Wind Ensemble and Orchestra have the rare opportunity to perform at Carnegie Hall and Lincoln Center in New York City in April 2015, and we need your help.

This invitation to perform at a national level is a reflection of the high caliber of students and faculty in the IHS music department. As you may know, IHS is known for it's outstanding music programs. This excellence in music performance is an important part of what has built Inglemoor's reputation as one of the top high schools throughout Washington State, the Pacific Northwest region, and nationally.

We also know that our great schools are a main pillar to our community pride and quality of life and are a key reason why people choose to live in Kenmore.

We expect over 150 IHS Wind Ensemble and Orchestra students to go on this historic trip to New York, and we need the community's help to raise the funds necessary to make it happen. At approximately $1,805 per student, the total cost of the trip is expected to be well over $280,000.

The IHS Instrumental Music Boosters will be doing our part to raise funds for the trip, including grant requests to the Northshore Schools Foundation, business giving programs, and silent auction events. Students will do their part in a Play-a-thon pledge drive and benefit concerts. But we will also need help from the community. We are calling upon community leaders and businesses to support this worthy endeavor by assisting financially, and we also request the City of Kenmore to contribute $5,000 from the City's Public Art Fund.

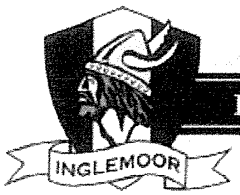
We commend the City of Kenmore for setting aside funds to support the arts, and we also appreciate the City's support of the City Hall Art Gallery in partnership with the Arts of Kenmore. In early February, we will be partnering with the Arts of Kenmore to host a reception at City Hall that will feature photography and music of the IHS Wind Ensemble and Orchestra. At this event, our students will have a chance to perform the pieces that they will play at Carnegie Hall.

We invite each of you to attend this reception, and more details will soon follow. Again, thank you for your support of the arts, and we appreciate your consideration of our request.

Sincerely,

Curt Hayes
President
IHS Instrumental Music Boosters

Sara Solum Hayashi
Fundraising Chair



INSTRUMENTAL MUSIC BOOSTERS PATRON PROGRAM

Inglemoor Instrumental Music Booster Patrons are recognized in our newsletters and concert programs

Dear Community Business Supporter,

Inglemoor High School's award winning Wind Ensemble and Orchestra have been invited to perform at Carnegie Hall and Lincoln Center in April, 2015. *CARNEGIE in NYC!!* We need your help getting there!

Performance competitions are an essential component of the IHS Music Co-curriculum, across the PNW, nationally and internationally. Enriching learning proficiency and ensuring Career and College readiness.

Our goal is to reduce the overall cost per student and grant scholarships. Approximately 150 students will be going on the Spring Trip at **$1,805 per student** for a total trip cost of **$270,750!** Ten of our musicians receive services under the Washington State Free/Reduced Lunch program and/or the McKinney-Vento Homeless Education Assistance Act.

We are seeking companies and community leaders to donate items for auction, make a single donation, or cover the cost of one item, such as $9,000 to cover all trip breakfasts, or $24,000 for half of all hotel fare (see attached). Contributions are not applicable to chaperone expenses.

Your contributions are greatly appreciated and tax deductible! IHS–Instrumental Music Boosters is a 501(c)3 non-profit organization, whose sole purpose is to serve Inglemoor's Instrumental Music Dept. **TID #91-1741495.** All participating businesses will be promoted in our 2014-15 concert programs.

Thank you for supporting this once-in-a-lifetime opportunity and helping our students thrive!

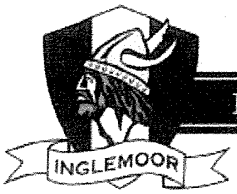
Sincerely,
Sara Solum Hayashi
IHS-IMB Fundraising Chair
art4ussh@aol.com , 425-765-5425

YES!!! I will support IHS Instrumental Music Boosters and help students get to Carnegie!

~ Please include this form & your business card with your donation ~

- Donation item: _____ Value $ _____
- PayPal to **IHSIMB@hotmail.com**
- Checks payable to ***IHS-IMB*** and mail to: 10620 NE 154th PL, Bothell WA 98011
- Company name to be included in the 2014-15 event programs: _____

Thank you for your support!



INSTRUMENTAL MUSIC BOOSTERS PATRON PROGRAM

Inglemoor Instrumental Music Booster Patrons are recognized in our newsletters and concert programs

Spring Trip 2015 - Cost breakdown:

$690	Concerts (Carnegie and Lincoln Center)	X 150+ students = $103,500
$458	Airfare	68,700
$320	Hotel – 4 nights/4 students per room	48,000
$72	City Transportation, subway,Travel Company exp	10,800
$60	Breakfast/4	9,000
$75	Dinner/3	11,250
$130	Entertainment & Travel Guide expense...	19,500
$1,805	**per student**	**X 150+ students = $270,750**

IHS Wind Ensemble and Orchestra – Awards and Outstanding Performances:

Music in the Parks Festival – 2014
- First Place High School Concert Band
- Best Overall Concert Band
- First Place High School Orchestra
- Best Overall Orchestra

Washington D.C. Heritage International Music Festival – 2013
- First Place High School Concert Band – Gold Award
- Outstanding Band Group
- Adjudicator Awards – Band and Orchestra
- First Place High School Orchestra – Gold Award
- Outstanding Orchestra Group
- Sweepstakes for Instrumental Program

Washington State Solo and Ensemble Festival – 2014
- 2nd Place, Large String Division

PNW Annual Conferences – Washington Music Educators Association, Northwest Division Music Education

Heritage International Music Festival competitions:
- Washington DC, Orlando, San Diego, San Francisco, Los Angeles, and Vancouver, BC

Outstanding performances:
- Summer Olympics – Beijing, China – International Olympic Orchestra
- NBC's Good Morning America show
- Wheel of Fortune
- The Celebration of Caring
- Barbara Mandrell
- Bothell's Fourth of July parade
- Seattle Seahawks
- Mariners
- BC Lions
- Kenmore's Frontier Days parade
- Issaquah's Salmon Days parade

Seattle Times – Voted Best Eastside Marching Band