



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 Special & Regular Meeting Agenda

6:00 p.m., Monday, May 23, 2016

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

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

I. 6:00 p.m. - CALL SPECIAL MEETING TO ORDER

II. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), Litigation & Potential Litigation

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. ADJOURN SPECIAL MEETING

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

VI. ROLL CALL

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. PRESENTATION

- A. Mountains to Sound Greenway Trust Regarding Possible National Heritage Area Designation - Ben Hughey, Policy & GIS Coordinator
[PowerPoint Presentation](#)
[Letter](#)

X. 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.

XI. CONSENT AGENDA

- A. The following checks and electronic payments are approved for payment:
Total Check Numbers 34328 through 34412 - \$481,406.77
Total Payroll Electronic Deposits Dated 4/29/2016 - \$75,993.08
[Checks & Electronic Payments](#)
- B. Receive and File the April 2016 Financial Report for the City of Kenmore, Washington
[Agenda Bill & Attachment](#)
- C. Adopt Resolution No. 16-278 Directing the City Manager to Enter into a Multifamily Housing Property Tax Agreement with MSPT, LLC for Phase II of the Kenmore Village Residential Project
[Agenda Bill & Attachments](#)
- D. Adopt Resolution No. 16-279, Granting Final Plat Approval for the Plat of Glenmoor
[Agenda Bill & Attachments](#)
- E. Authorize the City Manager to Execute Interlocal Agreements, Contract Nos. 16-C1560 and 16-C1561, SEPA Lead Agency Agreements with Washington State Parks for the St. Edward State Park Seminary Building Rehabilitation and Ball Field Renovation Proposals
[Agenda Bill & Attachments](#)
- F. Authorize the City Manager to Execute Amendment No. 2 to Contract No. 14-C1261, Interlocal Agreement with Puget Sound Clean Air Agency (PSCAA) for Cooperative Odor Complaint Investigations
[Agenda Bill & Attachment](#)
- G. Authorize the City Manager to Execute Contract No. 16-C1558 with Olbrechts & Associates, PLLC for Hearing Examiner Services
[Agenda Bill & Attachment](#)
- H. Authorize the City Manager to Execute Amendment No. 1 to Contract No. 16-C1496 with Bruce Dees & Associates for St. Edward State Park Ball Field Renovation Design
[Agenda Bill & Attachment](#)
- I. Authorize the City Manager to Execute Amendment No. 1 to Contract No. 16-C1545 with Aquatechnex for Aquatic Weed Control
[Agenda Bill & Attachment](#)

XII. BUSINESS AGENDA

- A. Authorize Lakepointe Settlement Agreement between Kiewit General Manson (KGM); Lakepointe, Inc.; Pioneer Towing Co.; and City of Kenmore - Nancy Ousley, Assistant City Manager
[Agenda Bill, Settlement Agreement, & Attachments](#)
- B. Adopt Resolution No. 16-280, Directing the City Manager to Prepare a Bond Election Ordinance to be Brought Forward for City Council Consideration on

June 13, 2016

[Agenda Bill & Attachments](#)

XIII. STAFF REPORT

XIV. COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

XV. ADJOURNMENT

Upcoming Meetings:

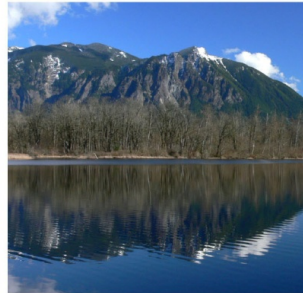
Tues., June 7, 2016 7:00 p.m. Planning Commission Regular Meeting

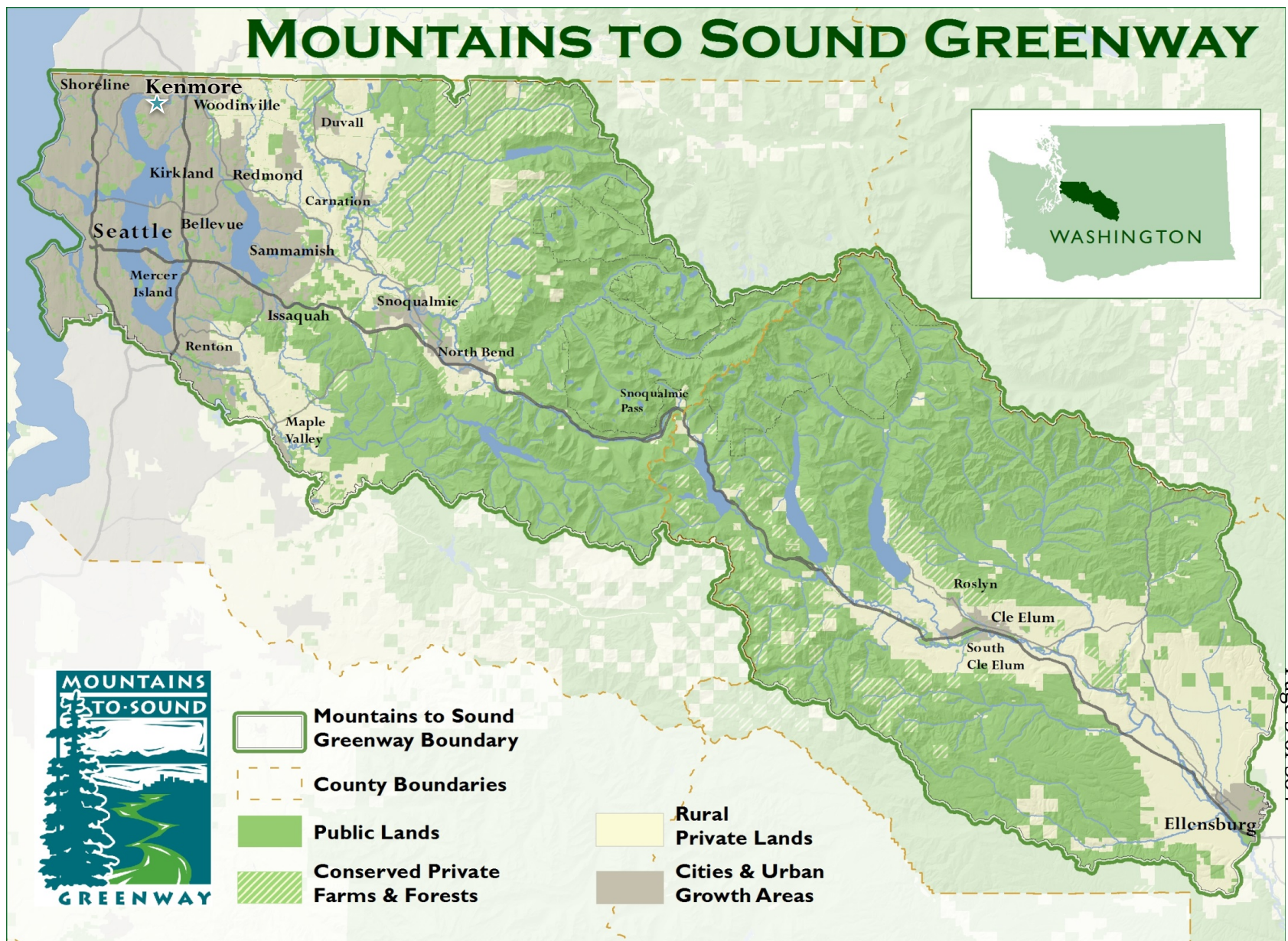
Mon., June 13, 2016 7:00 p.m. City Council Regular Meeting

Mon. & Tues., June 20 & 21, 2016 5:00 to 9:00 p.m. City Council Special Budget Retreat



The Greenway Connects it All







A landscape of national distinction





Nearby forests and farms

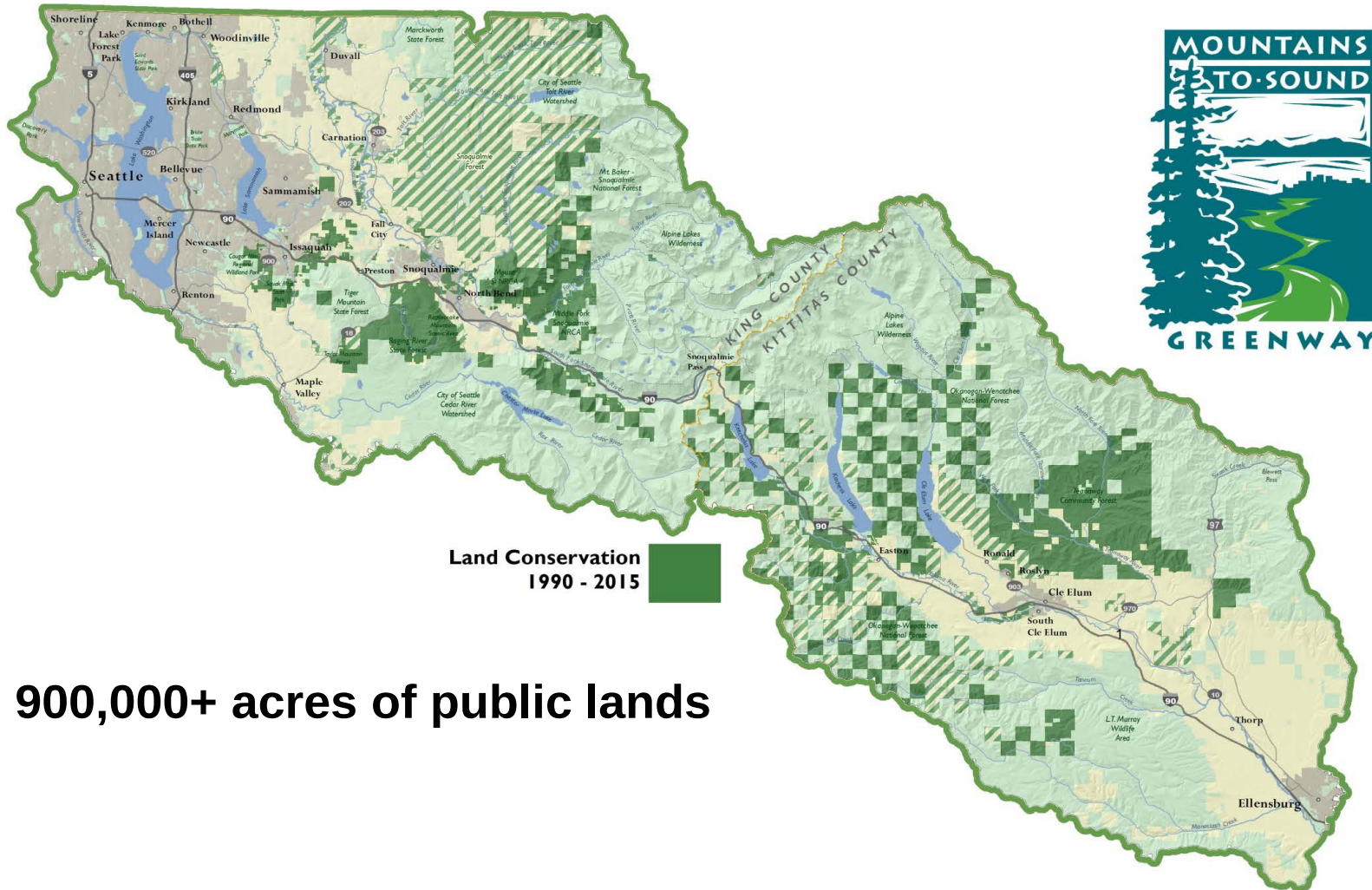


The Greenway Trust and Coalition

Government	Conservation & Recreation	Business
US Forest Service Kittitas County King County 28 Cities State DNR State Parks State DOT Snoqualmie Tribe Yakama Tribe US/WA Fish & Wildlife	Washington Trails Association Backcountry Horsemen Sierra Club Trust for Public Land Forterra Upper Kittitas County Parks and Recreation District The Mountaineers The Wilderness Society Cascade Bicycle Club	Boeing REI Puget Sound Energy Weyerhaeuser Microsoft HomeStreet Bank Carter Subaru CH2M Quadrant Homes AAA



Land conservation since 1990





Recreation



Restoration



Outdoor education



Population growth and development pressure



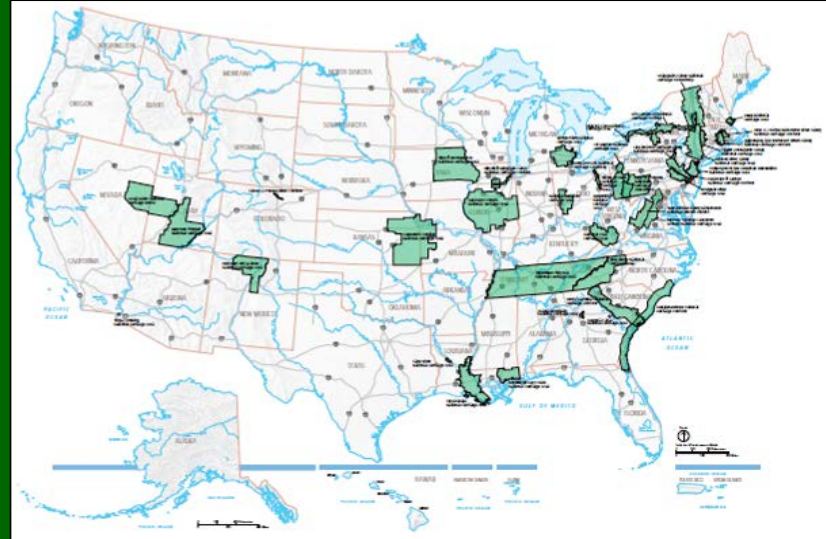
High use and reduced public funding

National Heritage Area Campaign

GreenwayHeritage.org

What is a National Heritage Area?

- *Large, lived-in, iconic areas*
- *Tells a unique story about our nation's heritage*
- *Non-regulatory approach to conservation*
- *Landscape-scale*



49 National Heritage Areas



National Heritage Areas



Northern Rio Grande National Heritage Area
Santitas Delgado



Atchafalaya National Heritage Area



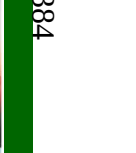
Tennessee Civil War National Heritage Area



Rivers of Steel National Heritage Area



Champlain Valley National Heritage Partnership
Lacul Station



National Aviation Heritage Area
New England

Why designation matters



**Recognition
as a special
place**

**Boosts
funding
opportunities**

**Increases
visibility and
tourism**

**Enhances
agency
collaboration**

[illegible]

Working towards designation

2006 - 2008	• Research on Cooperative Management Framework and National Heritage Areas
2009 - 2011	• Greenway Heritage Study is conducted and completed • Over 1,000 people engaged • 140+ meetings with community groups and organizations
2013 - 2014	• Congressman Reichert and Senator Cantwell introduce and advance legislation through committee. First NHA to pass House committee in 5 years.
2015	• S. 1690 and H.R. 2900 introduced



**Get outside and enjoy the
Greenway**



May 11, 2016

Congressman Dave Reichert
1127 Longworth HOB
Washington, DC 20515

Senator Maria Cantwell
511 Hart Senate Office Building
Washington, DC 20510

Dear Congressman Reichert and Senator Cantwell,

As a city within the Mountains to Sound Greenway, we would like to record our support for federal recognition of this landscape. We enthusiastically support passage of legislation that would designate the Mountains to Sound Greenway as a National Heritage Area.

As an urban community surrounded by the great outdoors, the City of Kenmore is an amazing place to live and work. Residents have enviable access to Lake Washington, regional trails, and local parks thanks to many concerted regional and local efforts. Fifty years ago, recreation on Lake Washington was fouled by widespread wastewater pollution, but local communities banded together to form the Municipality of Metropolitan Seattle, collaboratively solving the regional sewage treatment problem. In the same era, county residents voted for an expansive municipal bond to develop parks and trails, which funded the development of the Burke-Gilman Trail, now an arterial link to Kenmore. Jim Ellis, a leader in the formation of Metro and the Forward Thrust bond measure, later founded the Mountains to Sound Greenway Trust to ensure the remarkable natural beauty near our urban core remained for future generations.

Designating the Mountains to Sound Greenway as a National Heritage Area will highlight the environmental assets and accomplishments of our region. The City of Kenmore will be able to leverage the surrounding nationally-recognized landscape to cultivate a pride of place, increase competitiveness on grant applications, and embrace a vision for a connected landscape. Please act to pass the Mountains to Sound Greenway National Heritage Area Act.

Sincerely,

XXX
The City of Kenmore

CC: Senator Patty Murray
Congressman Adam Smith
Congressman Dan Newhouse

Congresswoman Suzan DelBene
Congressman Jim McDermott

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, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim.

The following checks and electronic payments are approved for payment:

Total Check numbers: 34328 through 34412 \$ 481,406.77

Total Payroll electronic deposits dated: 4/29/2016 \$ 75,993.08

 5/13/16
City Manager Date

 5/10/16
Finance Director Date

Check #	Vendor Name	Description	Check Amount
34328	UNITED STATES TREASURY	FICAMED 1st Quarter Tax Shortage	4.10
34329	KING COUNTY TREASURY	Property Tax Bills	1,718.75
34330	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	12,209.91
34331	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	195.00
34332	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	3,053.81
34333	CITY OF KENMORE FS	Flexible Spending Medical Plans	196.38
34334	BANK OF AMERICA 941	Payroll Taxes	15,357.53
34335	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	17,586.31
34336	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
34337	HSA BANK	Employee Health Savings Acct. Contribution	80.76
34338	UNITED STATES POSTMASTER	Spring Newsletter Postage	1,549.48
34339	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	987.70
34340	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	221.00
34341	ESA ADOLFSON	Jan.-Apr. Services 16-C1499 St. Edward Ballfields	8,851.25
34342	AMERICAN PLANNING ASSOCIATION	Nancy Ousley Dues for 7/1/16-6/30/17	463.00
34343	ASSOCIATION OF WA CITIES	AWC Spring Mayor's Exchange Registration	45.00
34344	BAKER, DAVID	Mileage Reimbursement	166.86
34345	BRUCE DEES & ASSOCIATES	March Services 16-C1496 St. Edward Ballfields	1,740.00
34346	CASCADE PEST CONTROL	Monthly Rhododendron Park Pest Control	142.35
34347	CITY OF BELLEVUE	Shelton 2016 Police Training for Doug Deppa	55.00
34348	COASTWIDE LABORATORIES	Parks & City Hall Supplies	248.27
34349	FRUHLING SAND & TOPSOIL	Brush & Asphalt Dumping/Tree Cleanup	670.00
34350	INTERNATIONAL CITY/CNTY MGMT ASSOC	Employment Advertising	151.00
34351	KING COUNTY FINANCE	March Work Release/Maint/Booking Fees	6,271.18
34352	KING COUNTY FINANCE	Dump Fees/Items from Swamp Creek	22.00
34353	KING COUNTY OFFICE OF FINANCE	March Indigency Screening	454.24
34354	KING COUNTY SHERIFF	Jan.-Mar. Police School District Overtime Charges	6,734.02
34355	OFFICE TEAM	Temporary Receptionist	852.18

34356	OLYMPIC ENVIRONMENTAL RESOURCES INC	Recycling Event Administration Fees	4,070.21
34357	PACIFIC TOPSOILS	Wood Mulch/Native Plant Steward Project	362.17
34358	PARAMETRIX INC	1/3-3/25 15-C1471 Lakepointe Dev. Project	3,776.25
34359	PETTY CASH CUSTODIAN	Replenish Petty Cash Fund	415.46
34360	PUGET SOUND ENERGY	Electricity/Gas/Street Lights/Signals/Radar Signs	15,255.75
34361	CEMEX	Pothole Patching Materials	87.38
34362	SEATTLE TIMES	Ads/Legal Bid PSP 16-0224 & Ord. No. 16-0419	355.48
34363	TOTAL LANDSCAPE CORP	Parks & City Hall Landscape Maintenance	5,002.61
34364	WA STATE DEPT OF TRANSPORTATION	March Signal Maint 68th & 175th & 68th & 181st	3,157.93
34365	VOID	Void	-
34366	AURORA RENTS	Lawn Aerator Rental	72.34
34367	BERK & ASSOCIATES	March Parks & Transportation Consulting	2,148.50
34368	PAT'S TREES AND LANDSCAPE INC.	Rhododendron Park Tree Work	1,390.65
34369	MACLEOD RECKORD	16-C1502 March Professional Svcs/Moorlands Pk	2,195.30
34370	SNOHOMISH COUNTY	March Dump Fees	2,428.00
34371	CASCADE RECREATION, INC	Kinnard Memorial Plaque	301.13
34372	PEMBERTON, JIM	Mileage Reimbursement	262.98
34373	A+ CONFERENCING	Conference Calls	99.70
34374	BANNER BANK JGORDON	City Hall Repairs/Supplies/Dues	1,082.59
34375	JACOBS ENGINEERING GROUP	2/27-4/1 15-C1411 W. Sammamish Bridge	40,957.05
34376	ALCALDE & FAY	April Gov't. Affairs Consulting	5,249.68
34377	COMCAST	4/14-5/13 City Hall Internet	288.77
34378	TOWN CENTER HARDWARE	Supplies	17.11
34379	HORIZON DISTRIBUTORS INC	Fertilizer & Seed for Parks	139.15
34380	INTEGRA TELECOM	4/8-5/7 City Hall Phone Servic	911.30
34381	PHSI PURE HEALTH SOLUTIONS INC.	City Hall Purified Water Systems	100.63
34382	INDEPENDENT STATIONERS	Batteries & Office Supplies	181.67
34383	WELLS FARGO FINANCIAL	1st & 2nd Floor Copier Leases 4/21-5/20	1,041.25
34384	HOPKINS, CRAIG	Police Volunteer Mileage	81.54
34385	DEVRIES, DENIS	Police Volunteer Mileage	48.06
34386	PERTEET INC.	12-C1082 March On-Call Consulting Services	24,136.99
34387	KBA INC.	March Town Green 15-C1475	10,346.17
34388	WELWEST CONSTRUCTION INC.	16-C1497 Juanita/155th Barrier Replacement	34,247.50
34389	WAGE WORKS	Feb/Mar Flexible Spending/Health Savings Admin.	160.00
34390	NORTHWEST MARINE TRADE ASSOCIATION	7/1/16-6/30/17 Dues	425.00
34391	INTERNATIONAL BUSINESS INNOVATION	7/1/16-6/30/17 Dues	525.00
34392	NORTHWEST LANDSCAPE SERVICES	April SR522 ROW Landscaping	1,199.81
34393	BRIEN, GAYLYNN	Jan. & Feb. Sales Tax Data Management	100.00
34394	HEWITT	2/27-3/25 14-C1324 Town Green	9,925.44
34395	HANSEN, COREY	April Incubator Consulting Services	3,425.00
34396	STARDOM SERVICES, INC.	April Incubator Bldg. Janitorial Service	510.00
34397	GALLATIN PUBLIC AFFAIRS	April Media Relations/Marketing	3,500.00
34398	SCHOCK, BRETT	Civil Engineer License Renewal Reimbursement	116.00
34399	KPFF CONSULTING ENGINEERS	2/27-3/25 15-C1414 62nd Ave Corridor	4,339.93
34400	COAST & HARBOR ENGINEERING	2/27-3/25 Log Boom Park & Squires Landing	2,068.32
34401	SKYWARD CONSTRUCTION	April Town Green Construction	192,172.50
34402	APPLIED CONCEPTS, INC.	Police Cycle Mount Radar	164.80
34403	FIRE SYSTEMS WEST, INC.	City Hall Fire Panel Maint/Repair	273.75
34404	FLOW TECHNOLOGIES INC.	Vactor Services	1,081.91
34405	ALL TRAFFIC SOLUTIONS	Radar Traffic Counter	2,625.00
34406	AUTO BEE	Police Vehicle Paint Repair	150.00

XI. A. The following checks and electronic payments are appr...

34407	PCS MOBILE	Police Vehicle Computer Tablet & Warranty	4,629.66
34408	NORTHWEST ARBORICULTURE LLC	Squires Landing Tree Risk Assessment	1,235.00
34409	PERFORMANCE SYSTEMS INTEGRATION LLC	Fire Panel Repairs	826.73
34410	BELMARK, LLC	Double Eagle Cash Deposit Refunds PRJ2005-103	7,776.05
34411	R.C. PAINTING & SONS, INC.	Mural Wall Preparation	1,314.00
34412	COLUMBIA RIDGE LANDFILL	March & April Sweeper Dump Fees	2,349.49
4/29/2016	PAYROLL	Direct Deposit	75,993.08
			<u>\$ 557,399.85</u>

XI. A. The following checks and electronic payments are appr...

2016	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2016
	A & A LIMOUSINE & BUS SERVICE		570.00
	A+ CONFERENCING		326.84
	AABCO BARRICADE COMPANY INC.		1,817.70
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		1,425.00
	ADMAN, STACI		4,516.88
	AFLAC		1,395.76
	ALCALDE & FAY		15,065.42
	ALLPLAY SYSTEMS LLC		58.04
	ALPHAGRAPHICS US718		648.07
	ALTA MAXINE MELVIN		14,674.00
	AM TEST, INC		625.00
	AMERICAN GENERAL LIFE GPO-400S		1,728.68
	AMERICAN PLANNING ASSOCIATION		1,661.00
	AMERICAN PUBLIC WORKS ASSOCIATION		1,225.00
	AMERICAN SOCIETY OF CIVIL ENGINEERS		225.00
	APPLIED CONCEPTS, INC.		2,734.76
	ARC - PACIFIC NORTHWEST		2,711.51
	ARTS OF KENMORE		1,900.00
	ASSOCIATION OF WA CITIES		16,890.04
	AURORA RENTS		1,095.62
	AV CAPTURE ALL		4,718.57
	AWC EMPLOYEE BENEFITS		183,678.52
	BAKER, DAVID		1,824.66
	BANK OF AMERICA 941		106,137.90
	BANNER BANK BAKER		5,792.81
	BANNER BANK BH		1,226.68
	BANNER BANK CS		1,591.16
	BANNER BANK DB		36.98
	BANNER BANK JG		1,268.04
	BANNER BANK JGORDON		293.28
	BANNER BANK KENMORE		9,568.04
	BANNER BANK LD		2,126.73
	BANNER BANK NO		1,383.48
	BANNER BANK PS		636.10
	BANNER BANK RK		2,415.08
	BANNER BANK VAN NESS		3,594.76
	BARTLETT TREE EXPERTS		394.20
	BASTYR UNIVERSITY		50,000.00
	BELLEVUE COLLEGE		219.12
	BERK & ASSOCIATES		38,404.41
	BEST BUY BUSINESS ADVANTAGE ACCOUNT		21,943.51
	BRIEN, GAYLYNN		150.00
	BRUCE DEES & ASSOCIATES		41,325.00
	BUILDERS EXCHANGE OF WASHINGTON INC		171.25
	BULGER SAFE & LOCK, INC.		260.56
	CALPORTLAND COMPANY		541.86
	CASCADE PEST CONTROL		284.70
	CEMEX		1,146.09
	CITY OF BELLEVUE		49,224.46

XI. A. The following checks and electronic payments are appr...

CITY OF KENMORE FS	1,374.66
CITY OF LAKE FOREST PARK	246,797.91
CITY OF SHORELINE	804.32
CITY OF TACOMA	40.00
CITYWORKS/ AZTECA SYSTEMS INC.	21,900.00
COAST & HARBOR ENGINEERING	45,547.36
COASTAL WEAR PRODUCTS INC	1,356.71
COASTWIDE LABORATORIES	3,365.94
CODE PUBLISHING COMPANY	2,435.65
COLUMBIA RIDGE LANDFILL	2,280.73
COMCAST	1,459.90
CONSOLIDATED PRESS	2,989.34
COX PRINTING & SIGNS	766.40
CULLEY, AMBERLY	4,516.88
CURTIS, DR. MILTON	60.16
D.R. HORTON	15,000.00
DAILY JOURNAL OF COMMERCE	1,495.65
DAY WIRELESS SYSTEMS	76.44
DEPARTMENT OF ECOLOGY	13,444.11
DEPARTMENT OF LABOR AND INDUSTRIES	8,893.93
DEPARTMENT OF RETIREMENT SYSTEMS	125,424.86
DEVRIES, DENIS	187.41
DIGITAL REPROGRAPHICS SERVICES INC.	32.61
DRS 457	10,920.00
DURRANT, JEFF	178.50
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EJ USA, INC.	1,416.62
EMERALD FIRE LLC	289.08
EMPLOYMENT SECURITY DEPT	10,122.45
ENVIRONMENTAL SYSTEMS RESEARCH INST	5,694.00
EVERGREEN PRINT SOLUTIONS	715.24
EVERGREEN SAFETY COUNCIL	299.00
FERGUSON ENTERPRISES INC #1539	2,073.97
FIRE PROTECTION, INC	1,287.72
FIRE SYSTEMS WEST, INC.	273.75
FLEMINGS HOLIDAY LIGHTING LLC	1,394.66
FLOW TECHNOLOGIES INC.	25,474.24
FRONTIER	4,187.40
FRUHLING SAND & TOPSOIL	2,330.37
GALLATIN PUBLIC AFFAIRS	10,550.19
GOOD TO GO	5.50
GOODSELL POWER EQUIPMENT #2 INC.	49.13
GORDON THOMAS HONEYWELL	11,264.11
GOVDELIVERY, INC.	11,025.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAINGER	311.82
GREATER BOTHELL CHAMBER OF COMMERCE	2,800.00
GRINDLINE SKATEPARKS INC.	12,850.01
GROUP FOUR INC.	7,620.00
HANSEN, COREY	10,275.00
HDR ENGINEERING, INC	176,838.41
HERBIG, NIGEL	61.56

XI. A. The following checks and electronic payments are appr...

HESTON VISUAL ARTS	1,051.75
HEWITT	47,870.89
HONEY BUCKET	873.40
HOPKINS, CRAIG	326.16
HORIZON DISTRIBUTORS INC	116.99
HSA BANK	565.32
IAP2 PUGET SOUND CHAPTER	1,550.00
ICMA RETIREMENT TRUST 457 - 304745	21,076.67
INDEPENDENT STATIONERS	603.44
INGLEWOOD GOLF COURSE	1,248.30
INSLEE, BEST, DOEZIE & RYDER, P.S.	67,447.82
INTEGRA TELECOM	2,699.14
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,377.46
iWORQ SYSTEMS	2,800.00
JACOBS ENGINEERING GROUP	70,864.59
JD PLUMBING & FIRE PROTECTION INC.	214.03
JET CITY PRINTING	1,949.66
JOYCE ZIKER PARKINSON	5,817.50
KARLINSEY, ROB	154.72
KBA INC.	28,359.95
KCDA PURCHASING COOP	1,693.69
KENMORE COMMERCIAL LLC	13,548.19
KENMORE HERITAGE SOCIETY	50.00
KIMBERLY LANE 9, LLC	1,145.82
KING COUNTY ANIMAL SVCS	773.00
KING COUNTY FINANCE	77,353.87
KING COUNTY FINANCE W.L.R.D.	2,338.67
KING COUNTY FINANCE/ GIS	2,621.11
KING COUNTY FLEET ADMIN	235.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	604.89
KING COUNTY RADIO COMM SERVICES	283.61
KING COUNTY SHERIFF	20,775.73
KING COUNTY TREASURY	10,305.26
KINGS HEATING	28.84
KOMPAN, INC	132.50
KONICA MINOLTA BUSINESS SOLUTIONS	3,100.28
KORTE, BRENT	27.61
KPFF CONSULTING ENGINEERS	10,925.77
KRAZAN & ASSOCIATES, INC.	8,075.00
LANGTON SPIETH, LLC	13,000.00
LANGUAGE LINE SERVICES, INC.	4.83
LAW OFFICE OF JOHN RUNGERUDE, PS	300.00
LENNAR NORTHWEST, INC.	13,334.10
LIGHTHOUSE CONSULTING INC	18,969.56
LINCOLN NATIONAL LIFE INSURANCE	3,688.89
MAGEE, STEVEN	49.44
MAIL FINANCE	703.00
MARSHBANK CONSTRUCTION	2,132,069.37
METROPOLITAN TRANS. COMMISSION	1,500.00
MILLER STEPHENS, MARY	6,250.00
MR. T'S TROPHIES	239.47

XI. A. The following checks and electronic payments are appr...

NATIONAL LIFE OF VERMONT	492.68
NATIONWIDE FINANCIAL 401a	87,422.71
NATIONWIDE RETIREMENT SOLUTIONS 457	3,315.00
NORTHLAKE LUTHERAN CHURCH	100.00
NORTHSHORE FIRE DEPT	3,548.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	220.00
NORTHSHORE UTILITY DIST	27,609.25
NORTHWEST LANDSCAPE SERVICES	3,599.43
NORTHWEST PLAYGROUND EQUIPMENT INC.	14.97
NORTHWESTERN COLLECTION SERVICE INC	690.00
NRC ENVIRONMENTAL SERVICES, INC.	4,975.10
OFFICE DEPOT	3,334.80
OGDEN, MURPHY, WALLACE	8,157.50
OLYMPIC ENVIRONMENTAL RESOURCES INC	5,216.85
OUSLEY, NANCY	518.64
PACIFIC TOPSOILS	1,237.54
PAMPLIN MEDIA GROUP	190.00
PARAMETRIX INC	23,193.15
PAT'S TREES AND LANDSCAPE INC.	280.00
PAWS	350.00
PEMBERTON, JIM	955.80
PENDLETON, MICHAEL	3,186.34
PEOPLES STORAGE	804.00
PERSONAL BEST/ TOPHEALTH	117.20
PERTEET INC.	50,084.46
PHSI PURE HEALTH SOLUTIONS INC.	201.26
PHSI PURE WATER FINANCE	402.49
PROTECTION TECHNOLOGIES, INC	1,224.63
PROTHMAN COMPANY	3,302.18
PRSA	307.00
PUGET SOUND CLEAN AIR AGENCY	17,411.00
PUGET SOUND ENERGY	56,682.45
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
QUALITY BUSINESS SYSTEMS INC.	2,528.57
REPUBLIC SERVICES	1,893.13
RESOURCE EXPLORATION, LLC	12,000.00
RICHARDSON, ZACK	116.00
RICHMOND AMERICAN HOMES OF WA	47.00
SALTER, JON	178.50
SAMYN, DR. JEFFREY	250.00
SARAH ROBERTS	31,870.86
SCHINDLER ELEVATOR CORPORATION	1,143.18
SCORE	92,058.77
SEATTLE TIMES	5,002.95
SELECT AIR SERVICES DBA GREENWOOD	32.14
SESAC	378.00
SHRED-IT USA LLC	229.69
SITEIMPROVE, INC.	2,499.00
SITTS & HILL ENGINEERS, INC.	3,485.00
SKYWARD CONSTRUCTION	755,641.40

XI. A. The following checks and electronic payments are appr...

SMITH, BRENT	63.72
SNOHOMISH COUNTY	3,696.00
SOFTWAREONE, INC.	10,300.82
SOUND CITIES ASSOC	13,018.25
SOUND LAW CENTER	11,588.50
SOUND PUBLISHING, INC.	1,633.87
SPERRY, LAURIE	64.80
STARDOM SERVICES, INC.	1,530.00
STATE AUDITOR'S OFFICE	575.90
STATE OF FLORIDA DISBURSEMENT UNIT	1,925.00
STEWART MACNICHOLS HARMELL, INC.	20,250.00
SUNGARD PUBLIC SECTOR INC.	17,921.00
TERREBONNE LIMITED	183.19
THE WIDE FORMAT COMPANY	470.85
THOMAS, MICHAEL	223.30
TOPIA TECHNOLOGY/ BIS	600.00
TOTAL LANDSCAPE CORP	18,035.51
TOWN CENTER HARDWARE	284.30
UNITED WAY OF KING COUNTY	1,768.00
UPS STORE	168.01
US POSTAL SERVICE (HASLER)	4,989.65
UTILITIES UNDERGROUND LOCATION CTR	446.34
VAN NESS, ALLAN	650.75
VAUGHAN, KENT	198.00
VERIZON WIRELESS	4,346.39
VOLGISTICS, INC	540.00
WA ASSOC OF BUILDING OFFICIALS	1,575.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	175.00
WA CITIES INSURANCE AUTHORITY	229,194.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA STATE DEPT OF LABOR & INDUSTRIES	141.60
WA STATE DEPT OF TRANSPORTATION	15,792.70
WAGE WORKS	150.00
WASHINGTON ARCHITECTURAL HARDWARE	1,664.41
WASHINGTON AWARDS	546.39
WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
WASHINGTON STATE DEPT OF REVENUE	2,667.11
WASHINGTON STATE PATROL	788.11
WATSON, ELIZABETH	500.00
WELLS FARGO FINANCIAL	3,123.75
WELHAM, STEPHANIE	250.00
WRIGHT, MARCI	1,500.00
WSU URBAN IPM & PESTICIDE SAFETY	58.00
ZONAR SYSTEMS	525.33
ZONES	1,122.80
	<u><u>5,614,851.23</u></u>

XI. A. The following checks and electronic payments are appr...



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

Subject/Topic: April 2016 Financial Report Presentation	For Council Meeting Agenda of: May 23, 2016 Department: Finance and Administration Prepared by: Joanne Gregory Initial & Date Approved by Department Head: <i>JRG 5/13/16</i> Approved by City Attorney: <i>JRG 5/13/16</i> Approved by Finance Director: <i>JRG 5/13/16</i> Approved by City Manager: <i>JRG 5/13/16</i> Proposed Council Action/Motion: Receive and File April 2016 Financial Report for the City of Kenmore, Washington
Exhibits/Attachments: April 2016 Financial Report for the City of Kenmore, Washington.	
Expenditure Required N/A	Amount Budgeted \$59,692,797 Revenues \$69,265,349 Expenditures
Appropriation Required N/A	
<u>INFORMATION/BACKGROUND:</u> The April 2016 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2015-2016 adopted biennial budget. The budget was adopted on December 8, 2014. It also provides an opportunity to identify any potential variances or fluctuations from the budget. The mid-biennium budget review process has been completed and the December monthly report reflects the amended budgets approved by the City Council on November 23, 2015.	
<u>FISCAL CONSIDERATION:</u> April is the 16th month (67%) of the 24 month 2015-2016 biennium. The monthly schedules attached include the Transportation Benefit District Fund for informational purposes although it is a separate entity. Total General Fund revenues are at 67.6% of the amended budget and expenditures are at 60.7%. Sales taxes, development revenues, and franchise fees are trending ahead of budget. All segments of sales taxes (retail, construction, wholesale, other) are strong. Property taxes become due in April so that revenue source should rebound back up to budget in April and May. Only utility tax revenues continue to be a disappointment.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 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.	

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PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: May 6, 2016
RE: April 2016 Financial Reports for the City of Kenmore, Washington

April 2016 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Other Funds Monthly Activity
- Investment Schedule
- Cash and Investment Report
- 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

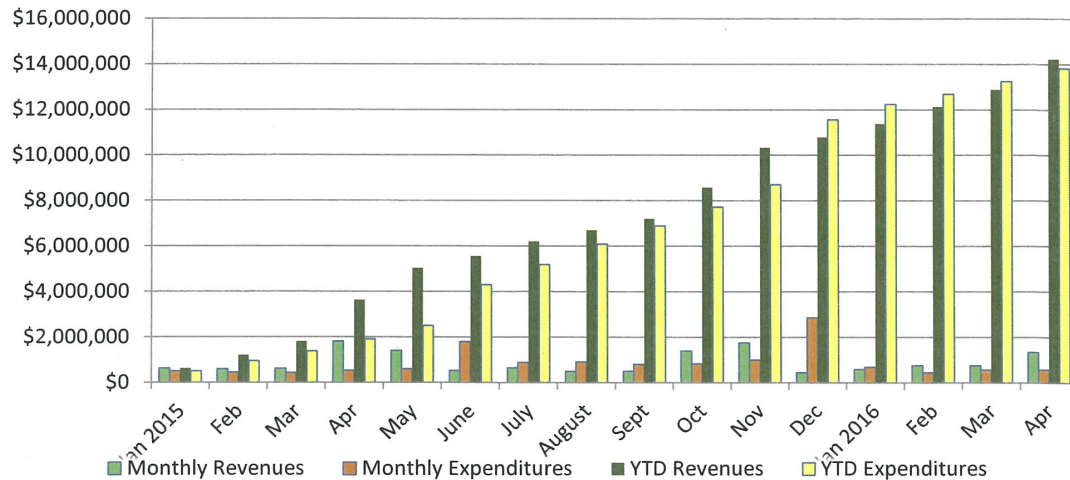
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

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, April is the sixteenth month (66%) of the 2015-2016 biennial budget period. For the month of April, revenues exceeded expenditures in the General Fund by \$765,146. During the biennium revenues exceed expenditures by \$402,672.

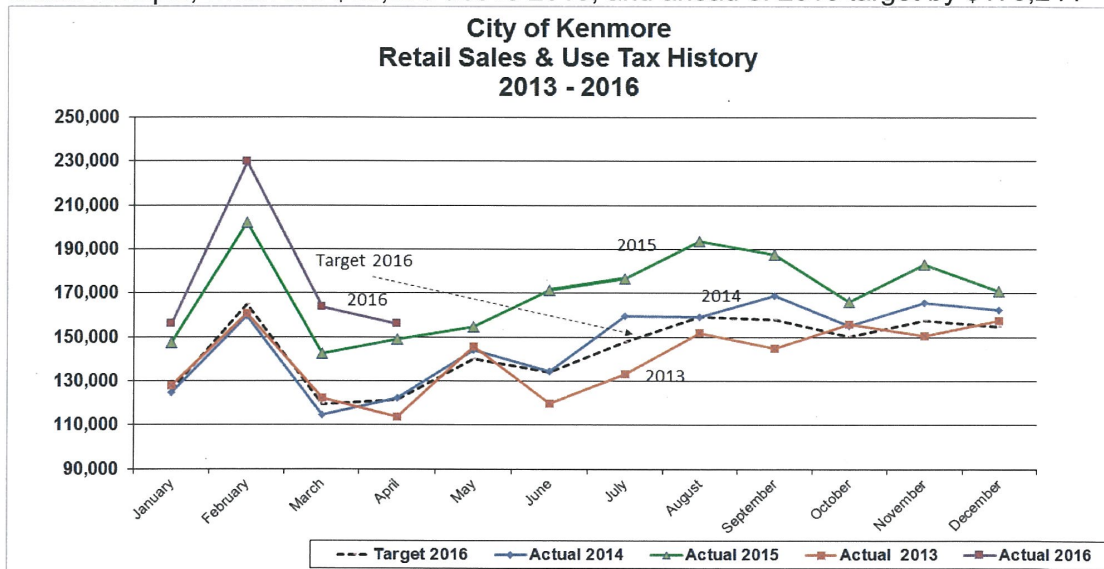
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through April 2016.

City of Kenmore, Washington
Monthly Financial Report
April 2016



Total **revenues** for the month were **\$1,342,992**. Biennium to date revenues are \$14,223,243, which is 67.6% of the amended budgeted revenues of \$21,048,270. Primary sources of revenue for the month included property taxes in the amount of \$817,103, development fees & permits in the amount of \$77,015, retail sales and use taxes in the amount of \$156,098, franchise fees in the amount of \$74,750 and utility taxes in the amount of \$114,187.

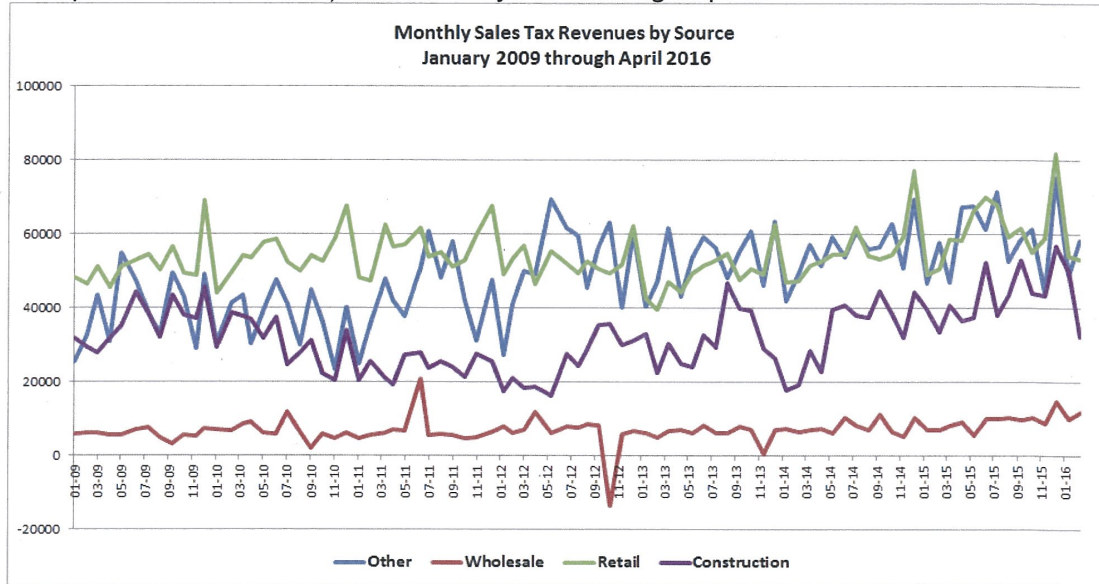
A summary of sales tax revenues received in April is attached. These receipts are based on February sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2016 line is a monthly average of actual receipts during 2013, 2014, and 2015. The purple line represents 2016 actual receipts, which are \$63,579 above 2015, and ahead of 2016 target by \$173,244



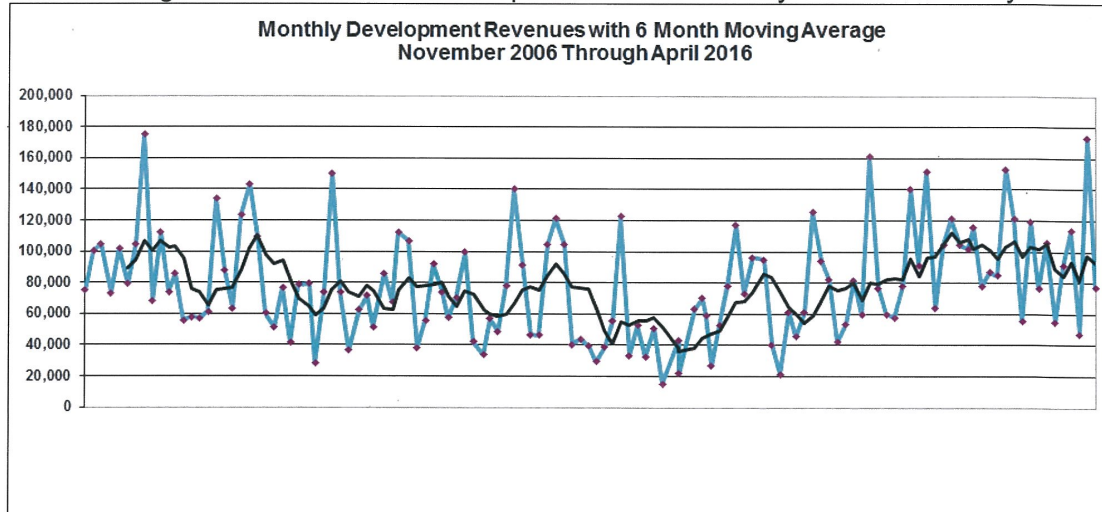
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City of Kenmore, Washington
 Monthly Financial Report
 April 2016

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 April 2016.



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



April 2016 expenditures were **\$577,846**. Biennium to date expenditures are \$13,820,571, which is 60.7% of the amended biennial budget expenditures of \$22,772,720.

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City of Kenmore, Washington
Monthly Financial Report
April 2016

Total City cash (\$8,804,555) and long term investments (\$11,839,801), at the end of April, totaled \$20,644,356. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2015-2016 biennial budget.

Total non-General Fund revenues were \$1,690,436 and total non-General Fund expenditures were \$954,219.

In the **Street Fund** revenue from gas tax distributions was \$33,523. \$7,861 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund** expenditures were \$551,491 for SR 522 West A construction. The fund received \$973,205 in grant reimbursements related to SR 522 West A project. The fund also received \$4,275 in reimbursements related to the Sammamish Bridge replacement project and \$1,558 in reimbursements for sidewalk and other street improvements.

The **Park Impact Fee** fund received \$15,390 in revenues during the month.

There was \$50,604 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$133,161 of real estate excise taxes (REET) in April from sales activity that occurred in March. 51 transactions were reported this month. The 2016 year to date revenue exceeds the 2015 revenue by \$85,247 and by the 2016 Target by \$180,413.

The **Kenmore Village** Fund expended \$224,799 during the month for the Town Green project.

The **Transportation Benefit District** Fund received \$31,660 in vehicle license fees during April bringing the total for the biennium to \$447,462.

SUMMARY

This concludes the financial report for the City of Kenmore as of **April 30, 2016**. 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
April 30, 2016



	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH April 2016	BIENNIUM TO DATE 2015-2016	% of BUDGET	BIENNIUM BUDGET 2015-2016	MONTH April 2014	BIENNIUM TO DATE 2013-2014	% of BUDGET	BIENNIUM BUDGET 2013-2014
REVENUES								
Beginning Fund Balance		4,233,568		4,221,475				5,525,153
Property Taxes	817,103	5,566,830	62.2%	8,948,766	792,927	5,369,199	62.9%	8,542,053
Sales and Use Taxes	198,261	3,484,605	74.1%	4,700,532	157,621	2,833,010	71.5%	3,960,331
Utility Taxes	114,187	1,684,213	60.9%	2,763,390	126,292	1,902,958	64.7%	2,942,395
Other Taxes	265	106,734	94.7%	112,720	132	60,956	99.4%	61,300
Development Fees & Permits	77,015	1,553,688	79.6%	1,951,432	78,070	1,161,337	79.3%	1,465,185
Franchise Fees	74,750	1,115,715	78.5%	1,422,160	77,652	458,320	46.2%	992,405
Intergovernmental and Grants	45,815	565,989	80.0%	707,370	27,865	479,277	74.9%	639,866
Investment Interest	9,647	62,625	123.5%	50,700	603	60,676	103.9%	58,400
Fines and Forfeitures	-444	-5,435	0.0%	0	0	-1,910	n/a	0
Transfers and Other Revenues	6,392	88,280	22.6%	391,200	2,840	405,703	70.9%	572,536
Total Revenues	1,342,992	14,223,243	67.6%	21,048,270	1,264,002	12,729,525	66.2%	19,234,471
Total Revenues & Beginning Fund Balance		18,456,810		25,269,745				24,759,624

	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH April	BIENNIUM TO DATE 2015-2016	% of BUDGET	BUDGET 2015-2016	MONTH April 2014	BIENNIUM TO DATE 2013-2014	% of BUDGET	BIENNIUM BUDGET 2013-2014
EXPENDITURES								
Cost Center								
City Council	14,979	228,816	69.7%	328,435	10,948	144,162	66.2%	217,644
City Manager	127,805	1,913,330	60.3%	3,173,222	74,533	1,398,892	77.9%	1,796,600
City Clerk	12,248	231,116	83.2%	277,683	7,985	134,458	25.1%	536,261
Finance	52,349	1,106,218	82.4%	1,342,155	24,846	421,804	66.0%	639,213
Legal	27,668	267,991	60.9%	440,000	15,604	309,630	62.6%	494,285
Non-Departmental *	0	0	0.0%	0	25,676	1,184,992	77.3%	1,532,818
Interfund Transfers	0	1,666,216	52.0%	3,202,671	0	3,316,000	212.0%	1,564,000
Public Safety	57,344	4,357,174	54.0%	8,076,115	78,668	3,958,434	55.1%	7,179,563
Engineering & Environmental Services	82,713	1,231,968	80.6%	1,527,950	46,296	850,151	81.3%	1,045,741
Community Development	52,126	552,279	66.5%	830,030	35,996	619,806	87.0%	712,632
Developmental Services	113,579	1,224,521	75.6%	1,620,050	60,059	824,980	55.0%	1,501,147
Parks & Facility Maintenance	37,036	1,040,940	53.3%	1,954,409	53,782	882,640	52.1%	1,695,042
Total Expenditures	577,846	13,820,571	60.7%	22,772,720	434,393	14,045,948	74.3%	18,914,946
Ending Fund Balance		4,636,239		2,497,025			0.0%	5,844,678
Total Expenditures and Ending Fund Balance		18,456,810		25,269,745				24,759,624

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

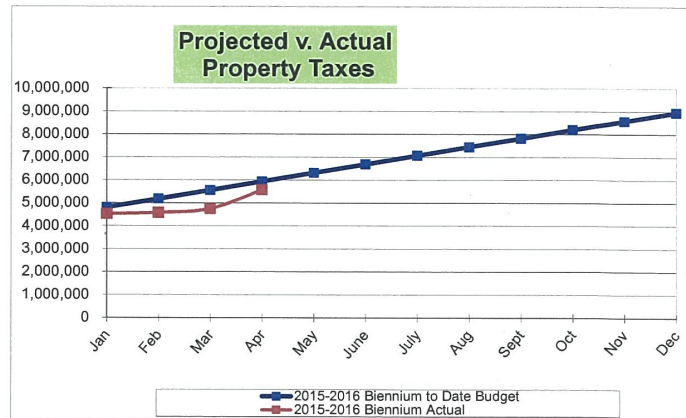
**City of Kenmore, Washington
General Fund Revenue Graphs
April 30, 2016**

PROPERTY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	4,427,247	4,511,047
Jan	4,804,040	4,525,700
Feb	5,180,834	4,582,137
Mar	5,557,627	4,749,727
Apr	5,934,420	5,566,829
May	6,311,213	
June	6,688,007	
July	7,064,800	
Aug	7,441,593	
Sept	7,818,386	
Oct	8,195,180	
Nov	8,571,973	
Dec	8,948,766	
2015-16	8,948,766	

Year To Date
Actual v. Projected

94%

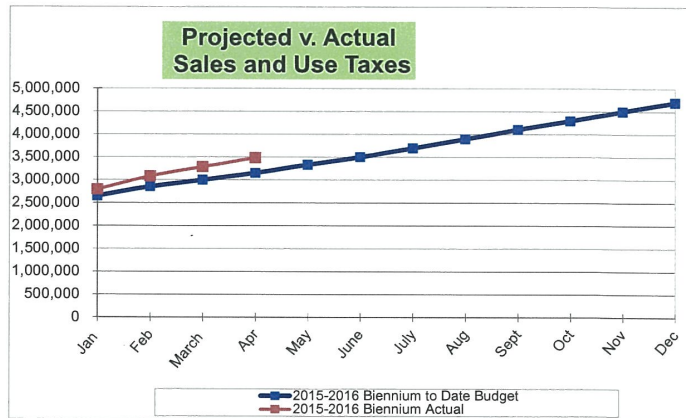


SALES, USE, CRIM JUSTICE TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	2,491,685	2,592,076
Jan	2,650,828	2,792,417
Feb	2,853,765	3,080,971
March	3,000,413	3,286,344
Apr	3,153,514	3,484,605
May	3,333,030	
June	3,501,714	
July	3,696,509	
Aug	3,895,328	
Sept	4,102,013	
Oct	4,294,991	
Nov	4,500,931	
Dec	4,700,532	
2015-16	4,700,532	

Year To Date
Actual v. Projected

110%

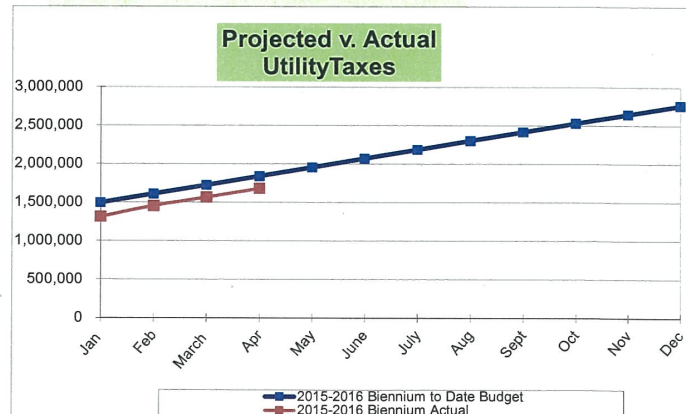


UTILITY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,381,695	1,185,774
Jan	1,496,836	1,316,335
Feb	1,611,978	1,457,296
March	1,727,119	1,570,026
Apr	1,842,260	1,684,213
May	1,957,401	
June	2,072,543	
July	2,187,684	
Aug	2,302,825	
Sept	2,417,966	
Oct	2,533,108	
Nov	2,648,249	
Dec	2,763,390	
2015-16	2,763,390	

Year To Date
Actual v. Projected

91%



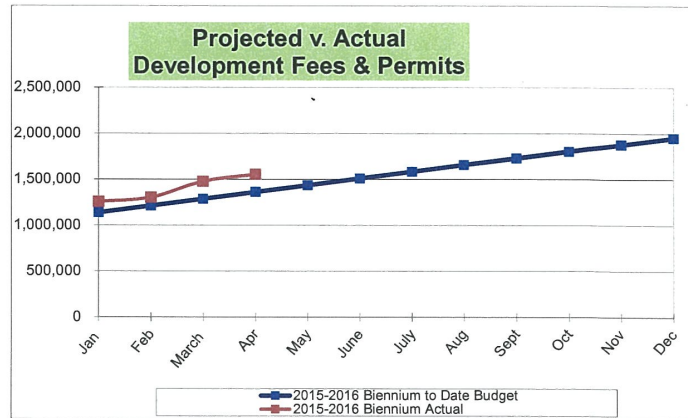
**City of Kenmore, Washington
General Fund Revenue Graphs
April 30, 2016**

DEVELOPMENT FEES & PERMITS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,064,606	1,142,955
Jan	1,138,508	1,256,352
Feb	1,212,410	1,303,426
March	1,286,313	1,476,673
Apr	1,360,215	1,553,688
May	1,434,117	
June	1,508,019	
July	1,581,921	
Aug	1,655,823	
Sept	1,729,726	
Oct	1,803,628	
Nov	1,877,530	
Dec	1,951,432	
2015-16	1,951,432	

Year To Date
Actual v. Projected

114%

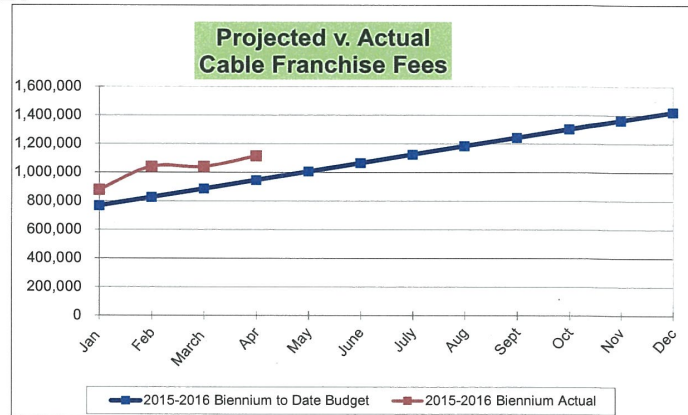


CABLE/WATER/SEWER FRANCHISE FEES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	708,000	802,881
Jan	767,513	879,309
Feb	827,027	1,040,965
March	886,540	1,040,965
Apr	946,053	1,115,715
May	1,005,567	
June	1,065,080	
July	1,124,593	
Aug	1,184,107	
Sept	1,243,620	
Oct	1,303,133	
Nov	1,362,647	
Dec	1,422,160	
2015-16	1,422,160	

Year To Date
Actual v. Projected

118%

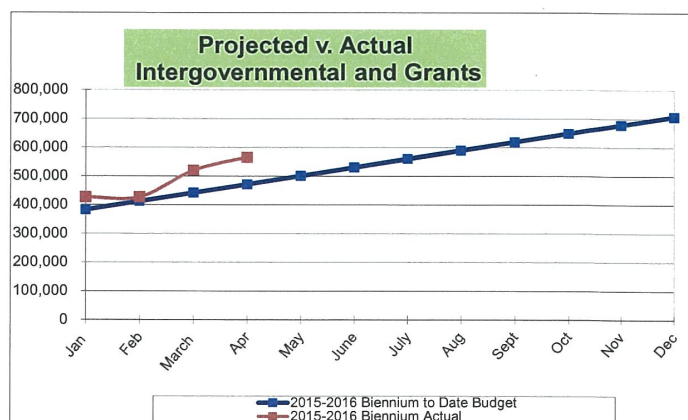


INTERGOVERNMENTAL & GRANTS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	353,685	387,283
Jan	383,159	427,322
Feb	412,633	427,322
March	442,106	520,174
Apr	471,580	565,989
May	501,054	
June	530,528	
July	560,001	
Aug	589,475	
Sept	618,949	
Oct	648,423	
Nov	677,896	
Dec	707,370	
2015-16	707,370	

Year To Date
Actual v. Projected

120%



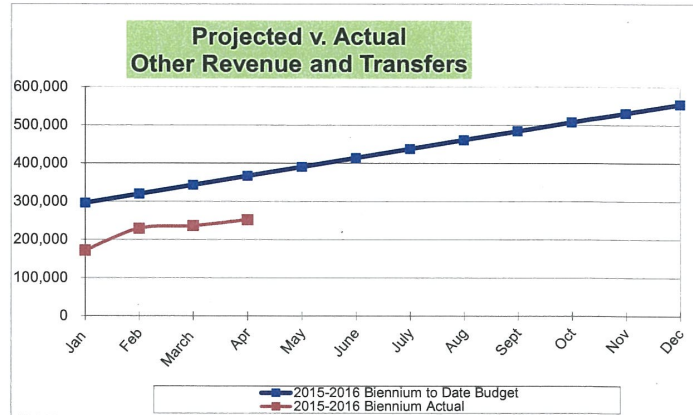
**City of Kenmore, Washington
General Fund Revenue Graphs
April 30, 2016**

OTHER REVENUES AND TRANSFERS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	272,810	159,157
Jan	296,294	171,910
Feb	319,778	229,302
March	343,263	236,342
Apr	366,747	252,203
May	390,231	
June	413,715	
July	437,199	
Aug	460,683	
Sept	484,168	
Oct	507,652	
Nov	531,136	
Dec	554,620	
2015-16	554,620	

Year To Date
Actual v. Projected

69%

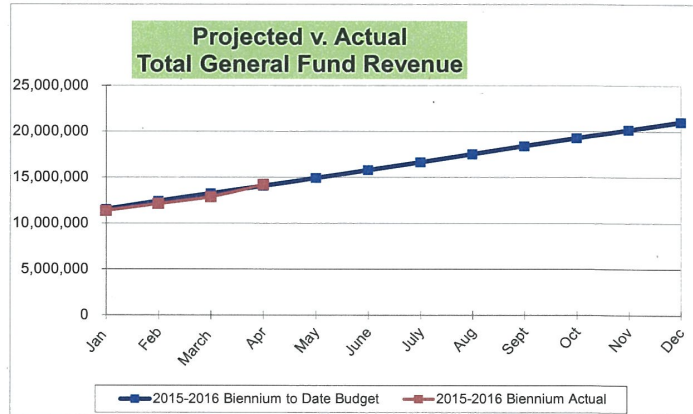


TOTAL GENERAL FUND REVENUE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	11,537,179	11,369,345
Feb	12,418,424	12,121,418
March	13,243,380	12,880,252
Apr	14,074,789	14,223,243
May	14,932,612	
June	15,779,604	
July	16,652,707	
Aug	17,529,834	
Sept	18,414,827	
Oct	19,286,114	
Nov	20,170,361	
Dec	21,048,270	

Year To Date
Actual v. Projected

101%



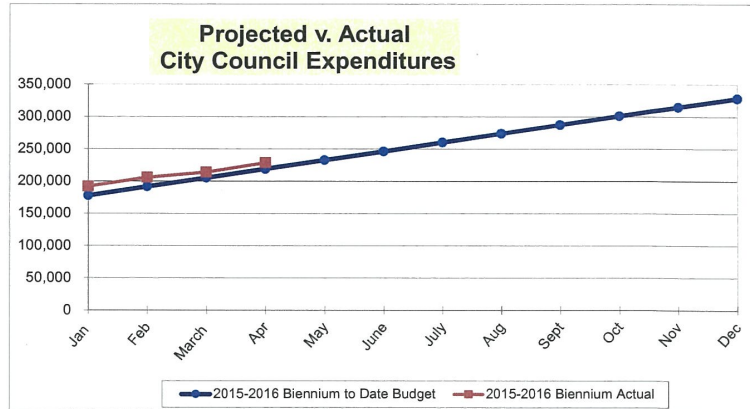
City of Kenmore, Washington
General Fund Expenditure Graphs
April 30, 2016

CITY COUNCIL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	163,989	156,472
Jan	177,693	191,957
Feb	191,397	205,736
March	205,101	213,838
Apr	218,804	228,817
May	232,508	
June	246,212	
July	259,916	
Aug	273,620	
Sept	287,324	
Oct	301,027	
Nov	314,731	
Dec	328,435	
2015-16	328,435	

Year To Date
 Actual v. Projected

105%

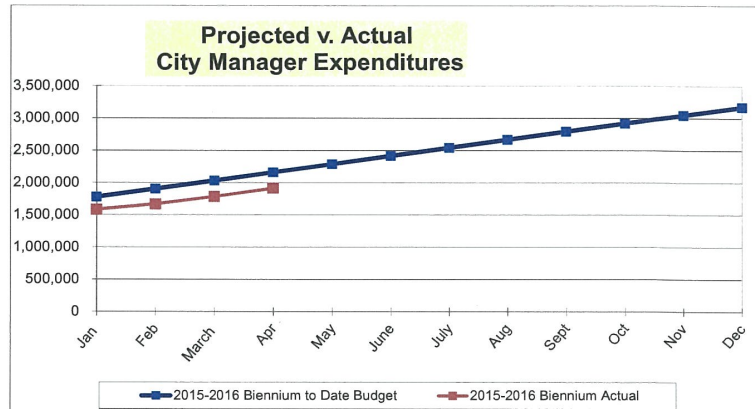


CITY MANAGER

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,652,808	1,482,207
Jan	1,779,509	1,582,540
Feb	1,906,210	1,667,211
March	2,032,912	1,785,525
Apr	2,159,613	1,913,330
May	2,286,314	
June	2,413,015	
July	2,539,716	
Aug	2,666,417	
Sept	2,793,119	
Oct	2,919,820	
Nov	3,046,521	
Dec	3,173,222	
2015-16	3,173,222	

Year To Date
 Actual v. Projected

89%

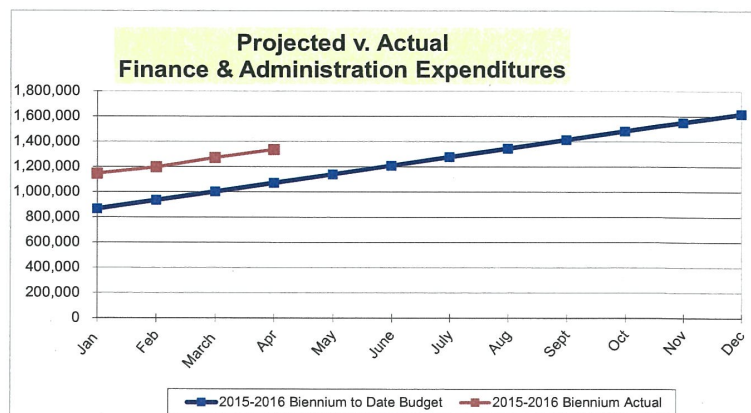


FINANCE & ADMINISTRATION

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	798,363	909,180
Jan	866,819	1,147,482
Feb	935,276	1,198,175
March	1,003,732	1,272,737
Apr	1,072,188	1,337,334
May	1,140,644	
June	1,209,101	
July	1,277,557	
Aug	1,346,013	
Sept	1,414,469	
Oct	1,482,926	
Nov	1,551,382	
Dec	1,619,838	
2015-16	1,619,838	

Year To Date
 Actual v. Projected

125%



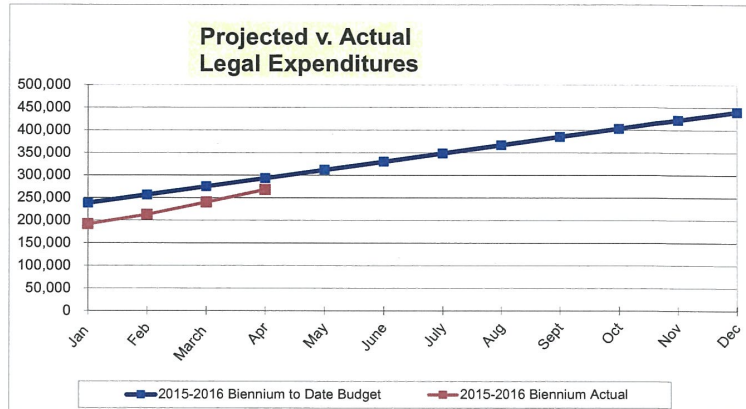
City of Kenmore, Washington
General Fund Expenditure Graphs
April 30, 2016

LEGAL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	220,000	189,956
Jan	238,333	192,069
Feb	256,667	212,773
March	275,000	240,324
Apr	293,333	267,991
May	311,667	
June	330,000	
July	348,333	
Aug	366,667	
Sept	385,000	
Oct	403,333	
Nov	421,667	
Dec	440,000	
2015-16	440,000	

Year To Date
 Actual v. Projected

91%

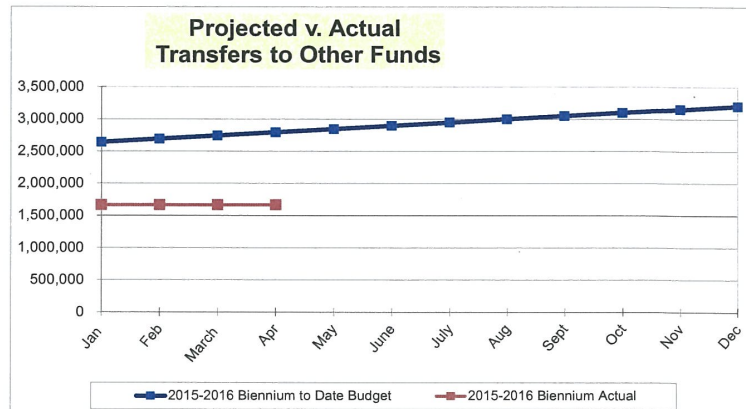


TRANSFERS TO OTHER FUNDS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	2,588,786	1,666,216
Jan	2,639,943	1,666,216
Feb	2,691,100	1,666,216
March	2,742,257	1,666,216
Apr	2,793,414	1,666,216
May	2,844,571	
June	2,895,729	
July	2,946,886	
Aug	2,998,043	
Sept	3,049,200	
Oct	3,100,357	
Nov	3,151,514	
Dec	3,202,671	
2015-16	3,202,671	

Year To Date
 Actual v. Projected

60%

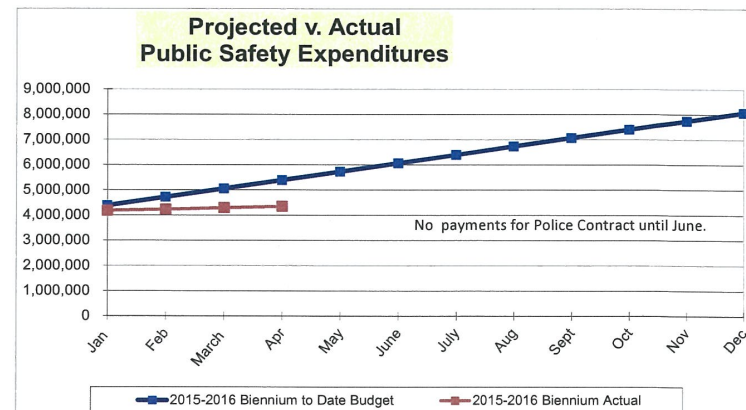


PUBLIC SAFETY

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	4,051,177	4,152,022
Jan	4,386,589	4,187,043
Feb	4,722,000	4,241,000
March	5,057,412	4,299,830
Apr	5,392,823	4,357,174
May	5,728,235	
June	6,063,646	
July	6,399,058	
Aug	6,734,469	
Sept	7,069,881	
Oct	7,405,292	
Nov	7,740,704	
Dec	8,076,115	
2015-16	8,076,115	

Year To Date
 Actual v. Projected

81%

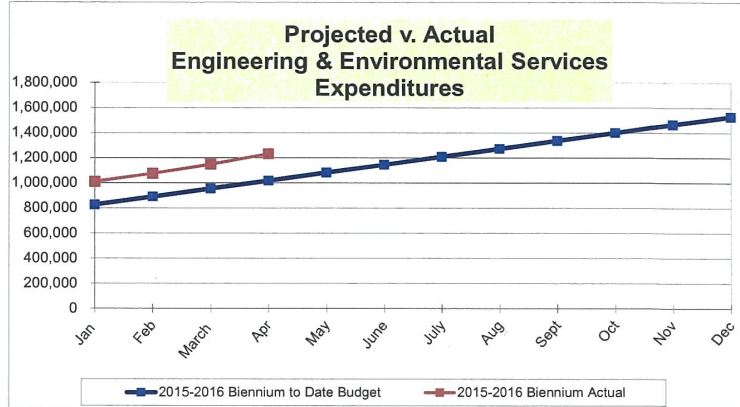


City of Kenmore, Washington
General Fund Expenditure Graphs
April 30, 2016
ENGINEERING & ENVIRONMENTAL SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	763,129	937,886
Jan	826,864	1,010,654
Feb	890,599	1,075,095
March	954,334	1,149,254
Apr	1,018,069	1,231,968
May	1,081,804	
June	1,145,540	
July	1,209,275	
Aug	1,273,010	
Sept	1,336,745	
Oct	1,400,480	
Nov	1,464,215	
Dec	1,527,950	
2015-16	1,527,950	

Year To Date
 Actual v. Projected

121%

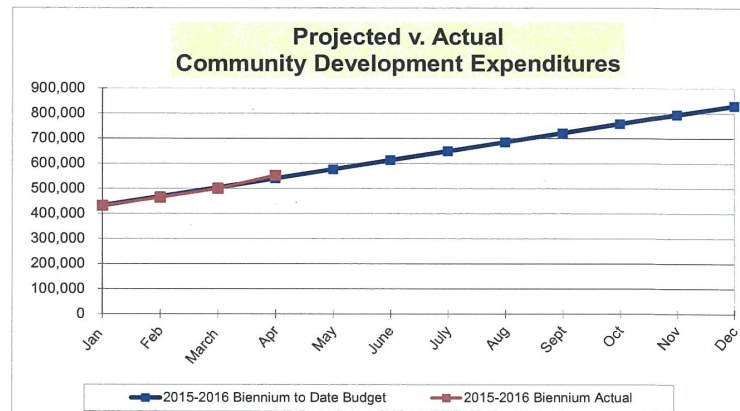


COMMUNITY DEVELOPMENT

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	395,834	401,776
Jan	432,017	431,552
Feb	468,200	464,237
March	504,383	500,153
Apr	540,566	552,279
May	576,749	
June	612,932	
July	649,115	
Aug	685,298	
Sept	721,481	
Oct	757,664	
Nov	793,847	
Dec	830,030	
2015-16	830,030	

Year To Date
 Actual v. Projected

102%

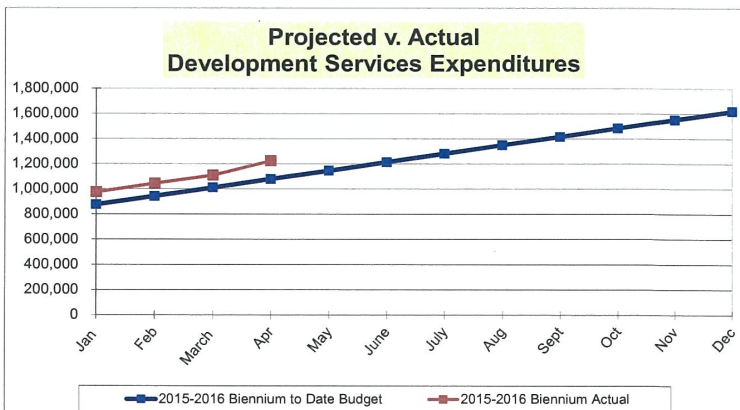


DEVELOPMENT SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	808,496	855,249
Jan	876,126	976,587
Feb	943,755	1,045,721
March	1,011,385	1,110,942
Apr	1,079,014	1,224,521
May	1,146,644	
June	1,214,273	
July	1,281,903	
Aug	1,349,532	
Sept	1,417,162	
Oct	1,484,791	
Nov	1,552,421	
Dec	1,620,050	
2015-16	1,620,050	

Year To Date
 Actual v. Projected

113%



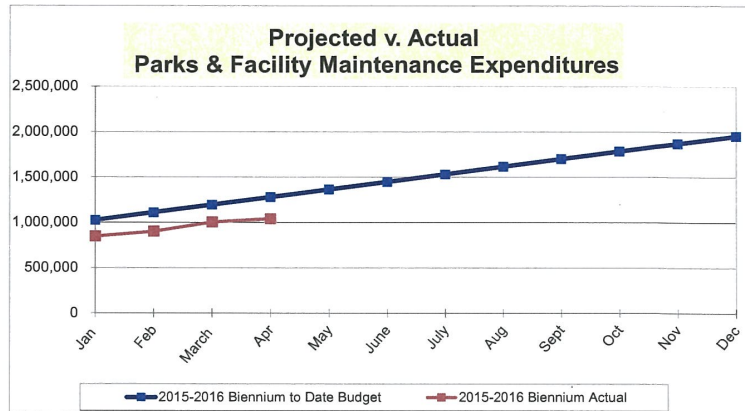
City of Kenmore, Washington
General Fund Expenditure Graphs
April 30, 2016

PARKS & FACILITY MAINTENANCE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	941,427	802,859
Jan	1,025,842	847,373
Feb	1,110,257	901,839
March	1,194,673	1,003,905
Apr	1,279,088	1,040,940
May	1,363,503	
June	1,447,918	
July	1,532,333	
Aug	1,616,748	
Sept	1,701,164	
Oct	1,785,579	
Nov	1,869,994	
Dec	1,954,409	
2015-16	1,954,409	

Year To Date
 Actual v. Projected

81%

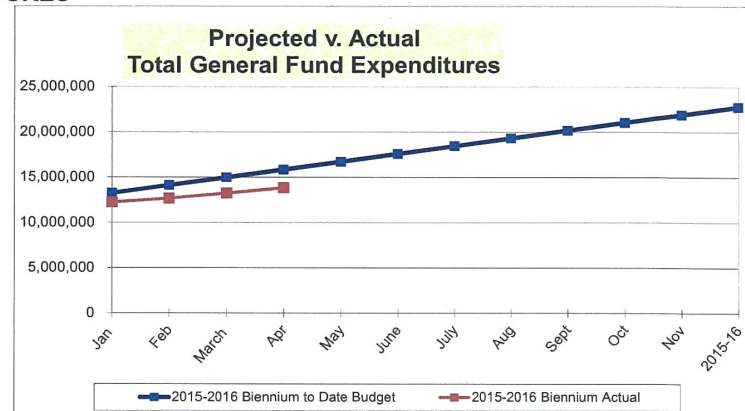


TOTAL GENERAL FUND EXPENDITURES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	13,249,735	12,233,472
Feb	14,115,461	12,678,004
March	14,981,187	13,242,725
Apr	15,846,913	13,820,571
May	16,712,639	
June	17,578,365	
July	18,444,090	
Aug	19,309,816	
Sept	20,175,542	
Oct	21,041,268	
Nov	21,906,994	
2015-16	22,772,720	

Year To Date
 Actual v. Projected

87%



**City of Kenmore, Washington
Street Fund Summary Report
April 30, 2016**



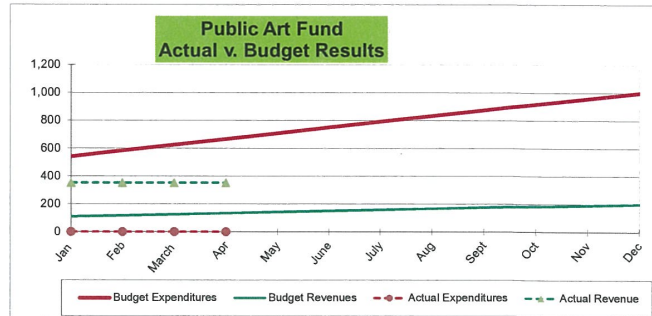
	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>April 2016</u>	<u>2015-2016</u>	<u>BUDGET</u>	<u>2015-2016</u>
<u>REVENUES</u>				
Beginning Fund Balance		899,288		899,288
Fuel Tax	33,523	588,137	67.5%	871,531
Investment Interest	0	4,458	-	0
Miscellaneous	0	1,524	-	0
ROW Permit Fees/Inspections	35,530	178,570	99.2%	180,000
Multimodal Transportation	11,000	11,000	-	0
Transfer from General Fund	0	485,430	58.3%	833,000
Transfer from TBD	0	232,000	48.8%	475,000
Total Revenues	80,053	1,501,120	63.6%	2,359,531
Total Revenues & Beginning Fund Balance		2,400,408		3,258,819

	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>April 2016</u>	<u>2015-2016</u>	<u>BUDGET</u>	<u>2015-2016</u>
<u>EXPENDITURES</u>				
Salary and Benefits	31,025	386,202	66.8%	577,783
Maintenance & Operations	7,861	920,157	52.3%	1,760,494
Capital	0	32,132	97.4%	33,000
Transfer to Transportation Capital	0	320,597	80.1%	400,000
Total Expenditures	38,886	1,659,088	59.9%	2,771,277
Ending Fund Balance		741,320		487,542
Total Expenditures and Ending Fund Balance		2,400,408		3,258,819

City of Kenmore, Washington
Other Funds Monthly Activity
April 30, 2016

PUBLIC ART FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	500	0	100	352
Jan	542	0	108	352
Feb	583	0	117	352
March	625	0	125	352
Apr	667	0	133	352
May	708		142	
June	750		150	
July	792		158	
Aug	833		167	
Sept	875		175	
Oct	917		183	
Nov	958		192	
Dec	1,000		200	
2015-16	1,000		200	
Total Actual to Date vs Total Budget		0%		176%

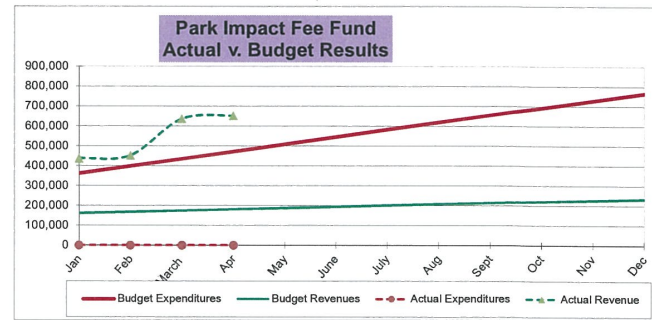


This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

0

PARK IMPACT FEE FUND

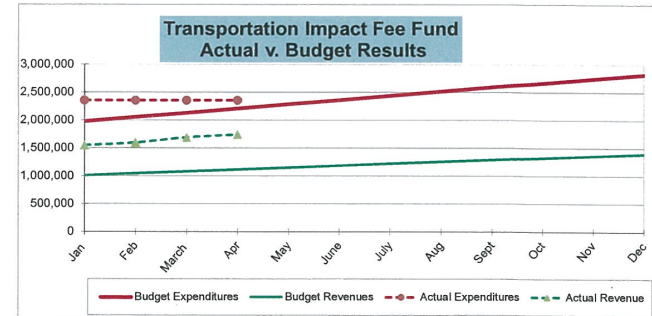
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	325,000	0	154,878	396,247
Jan	361,706	0	161,477	437,063
Feb	398,412	0	168,076	452,453
March	435,118	0	174,674	636,597
Apr	471,824	0	181,273	651,987
May	508,530		187,872	
June	545,236		194,471	
July	581,941		201,069	
Aug	618,647		207,668	
Sept	655,353		214,267	
Oct	692,059		220,866	
Nov	728,765		227,464	
Dec	765,471		234,063	
2015-16	765,471		234,063	
Total Actual to Date vs Total Budget		0%		279%



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

TRANSPORTATION IMPACT FEE FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	1,904,780	2,360,000	975,257	1,413,466
Jan	1,981,444	2,360,000	1,010,424	1,548,410
Feb	2,058,108	2,360,000	1,045,590	1,599,014
March	2,134,773	2,360,000	1,080,757	1,691,789
Apr	2,211,437	2,360,000	1,115,924	1,742,393
May	2,288,101		1,151,090	
June	2,364,765		1,186,257	
July	2,441,429		1,221,424	
Aug	2,518,093		1,256,590	
Sept	2,594,758		1,291,757	
Oct	2,671,422		1,326,924	
Nov	2,748,086		1,362,090	
Dec	2,824,750		1,397,257	
2015-16	2,824,750		1,397,257	
Total Actual to Date vs Total Budget		84%		125%

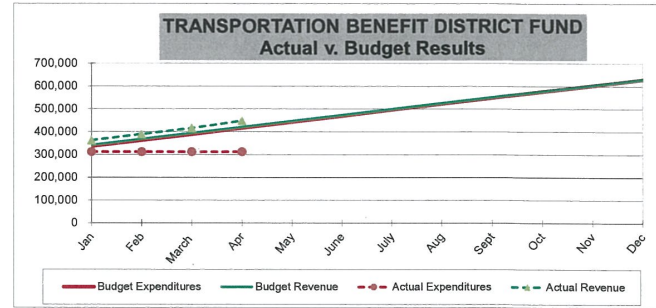


This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.

**City of Kenmore, Washington
Other Funds Monthly Activity
April 30, 2016**

TRANSPORTATION BENEFIT DISTRICT FUND

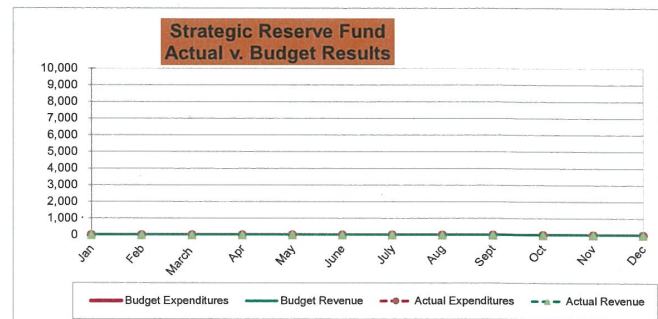
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	309,500	309,500	315,100	334,634
Jan	336,208	312,000	341,358	362,255
Feb	362,917	312,000	367,617	389,104
March	389,625	312,000	393,875	415,913
Apr	416,333	312,000	420,133	447,573
May	443,042		446,392	
June	469,750		472,650	
July	496,458		498,908	
Aug	523,167		525,167	
Sept	549,875		551,425	
Oct	576,583		577,683	
Nov	603,292		603,942	
Dec	630,000		630,200	
2015-16	630,000		630,200	
Total Actual to Date vs Total Budget		50%		71%



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

STRATEGIC RESERVE FUND

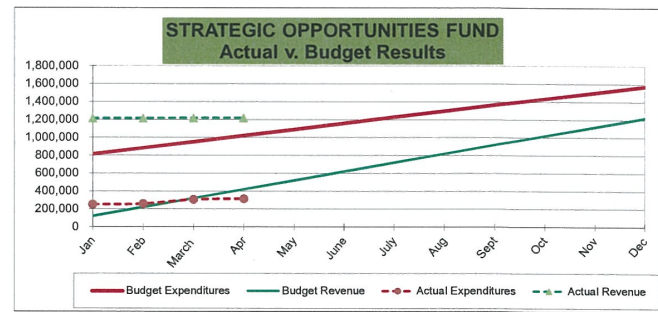
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec	0	0	0	0
2015-16	0	0	0	0
Total Actual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



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

STRATEGIC OPPORTUNITIES FUND

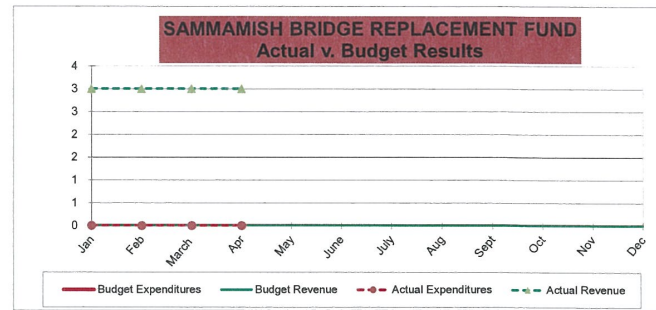
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	746,200	247,741	20,943	1,211,827
Jan	814,950	252,597	120,693	1,214,052
Feb	883,700	260,695	220,444	1,215,602
March	952,450	307,618	320,194	1,217,352
Apr	1,021,200	315,761	419,944	1,218,819
May	1,089,950		519,694	
June	1,158,700		619,445	
July	1,227,450		719,195	
Aug	1,296,200		818,945	
Sept	1,364,950		918,695	
Oct	1,433,700		1,018,446	
Nov	1,502,450		1,118,196	
Dec	1,571,200		1,217,946	
2015-16	1,571,200		1,217,946	
Total Actual to Date vs Total Budget		20%		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 2015-16, the Business Incubator expenditures are budgeted in this fund.

City of Kenmore, Washington
Other Funds Monthly Activity
April 30, 2016

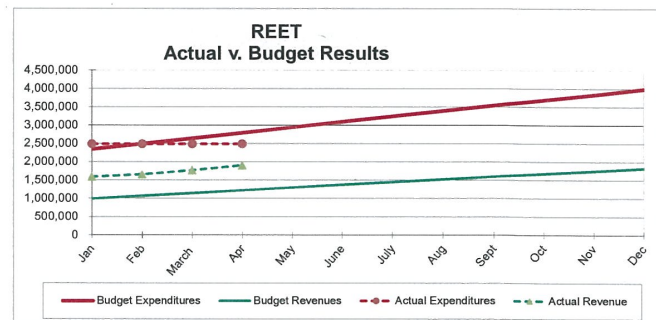
SAMMAMISH BRIDGE REPLACEMENT FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	3
Jan	0	0	0	3
Feb	0	0	0	3
March	0	0	0	3
Apr	0	0	0	3
May	0	0	0	
June	0	0	0	
July	0	0	0	
Aug	0	0	0	
Sept	0	0	0	
Oct	0	0	0	
Nov	0	0	0	
Dec	0	0	0	
2015-16	0	0	0	
Total Actual to Date vs Total Budget		0%		0%



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

REAL ESTATE EXCISE TAX FUND

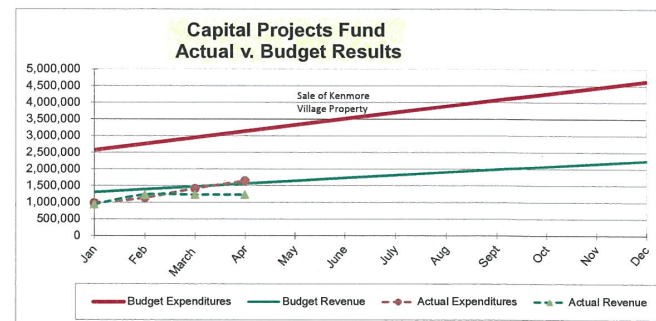
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	2,191,250	2,484,359	914,000	1,464,658
Jan	2,340,921	2,484,359	990,083	1,587,477
Feb	2,490,593	2,484,359	1,066,167	1,657,623
March	2,640,264	2,484,359	1,142,250	1,767,689
Apr	2,789,935	2,484,359	1,218,333	1,900,850
May	2,939,607		1,294,417	
June	3,089,278		1,370,500	
July	3,238,949		1,446,583	
Aug	3,388,621		1,522,667	
Sept	3,538,292		1,598,750	
Oct	3,687,963		1,674,833	
Nov	3,837,635		1,750,917	
Dec	3,987,306		1,827,000	
2015-16	3,987,306		1,827,000	
Total Actual to Date vs Total Budget		62%		104%



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

KENMORE VILLAGE FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	2,389,500	1,003,897	1,219,200	939,764
Jan	2,576,306	986,635	1,304,842	939,764
Feb	2,763,112	1,139,797	1,390,483	1,230,764
March	2,949,917	1,420,862	1,476,125	1,230,764
Apr	3,136,723	1,646,817	1,561,767	1,230,764
May	3,323,529		1,647,408	
June	3,510,335		1,733,050	
July	3,697,140		1,818,692	
Aug	3,883,946		1,904,333	
Sept	4,070,752		1,989,975	
Oct	4,257,558		2,075,617	
Nov	4,444,363		2,161,258	
Dec	4,631,169		2,246,900	
2015-16	4,631,169		2,246,900	
Total Actual to Date vs Total Budget		36%		55%

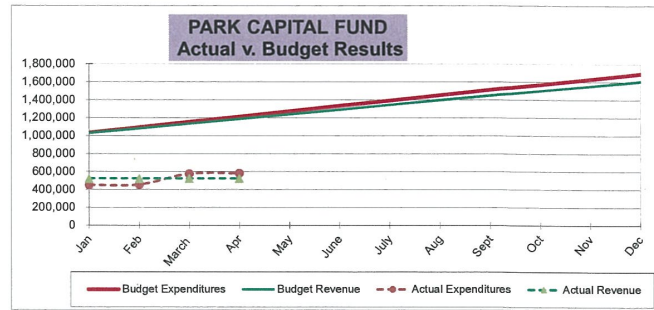


The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

**City of Kenmore, Washington
Other Funds Monthly Activity
April 30, 2016**

PARK CAPITAL FUND

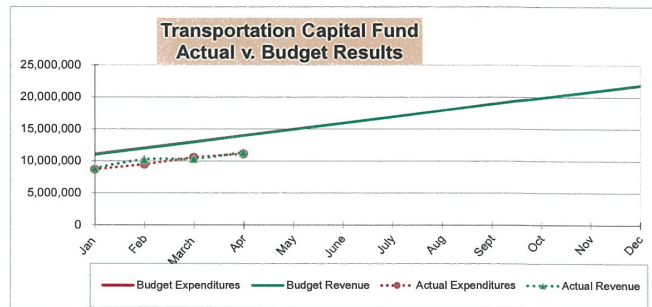
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	974,000	437,373	975,200	521,437
Jan	1,033,769	448,504	1,027,698	521,437
Feb	1,093,539	453,784	1,080,196	521,437
March	1,153,308	575,191	1,132,694	521,437
Apr	1,213,078	579,697	1,185,191	521,437
May	1,272,847		1,237,689	
June	1,332,617		1,290,187	
July	1,392,386		1,342,685	
Aug	1,452,155		1,395,183	
Sept	1,511,925		1,447,681	
Oct	1,571,694		1,500,178	
Nov	1,631,464		1,552,676	
Dec	1,691,233		1,605,174	
2015-16	1,691,233		1,605,174	
Total Actual to Date vs Total Budget		34%		32%



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

TRANSPORTATION CAPITAL FUND

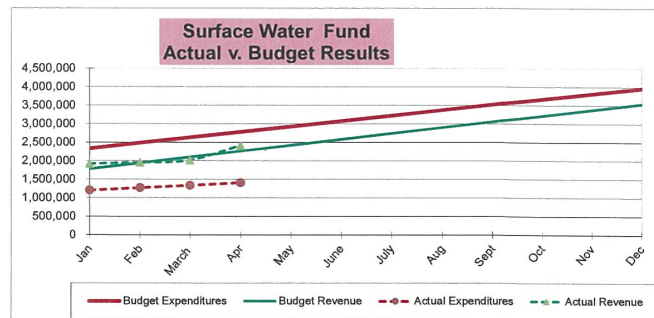
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	10,039,810	8,637,374	9,989,310	8,681,369
Jan	11,023,357	8,669,016	10,977,781	8,856,349
Feb	12,006,905	9,485,351	11,966,251	10,236,046
March	12,990,452	10,529,365	12,954,722	10,363,204
Apr	13,973,999	11,119,674	13,943,192	11,342,241
May	14,957,546		14,931,663	
June	15,941,094		15,920,133	
July	16,924,641		16,908,604	
Aug	17,908,188		17,897,074	
Sept	18,891,735		18,885,545	
Oct	19,875,283		19,874,015	
Nov	20,858,830		20,862,486	
Dec	21,842,377		21,850,956	
2015-16	21,842,377		21,850,956	
Total Actual to Date vs Total Budget		51%		52%



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

SURFACE WATER MANAGEMENT FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	2,188,308	1,115,684	1,620,000	1,915,280
Jan	2,336,430	1,207,683	1,780,000	1,922,104
Feb	2,484,553	1,275,765	1,940,000	1,955,947
March	2,632,675	1,338,128	2,100,000	2,017,402
Apr	2,780,797	1,411,134	2,260,000	2,414,992
May	2,928,920		2,420,000	
June	3,077,042		2,580,000	
July	3,225,164		2,740,000	
Aug	3,373,287		2,900,000	
Sept	3,521,409		3,060,000	
Oct	3,669,531		3,220,000	
Nov	3,817,654		3,380,000	
Dec	3,965,776		3,540,000	
2015-16	3,965,776		3,540,000	
Total Actual to Date vs Total Budget		36%		68%

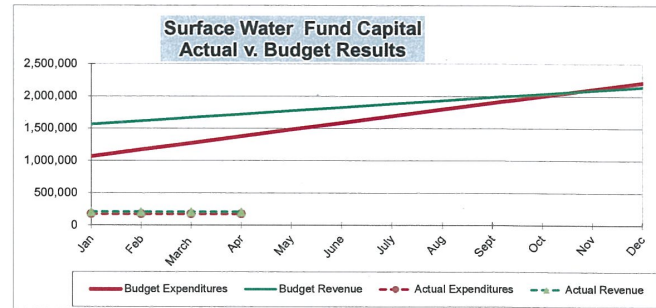


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
April 30, 2016

SURFACE WATER CAPITAL FUND

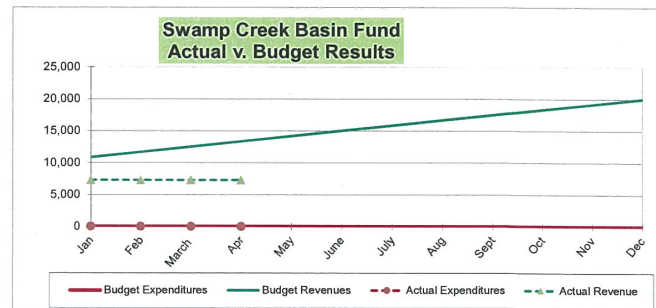
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	960,611	176,312	1,506,266	204,826
Jan	1,064,685	176,312	1,559,036	204,826
Feb	1,168,759	176,312	1,611,805	204,826
March	1,272,833	176,312	1,664,575	204,826
Apr	1,376,907	176,312	1,717,344	204,826
May	1,480,981		1,770,114	
June	1,585,056		1,822,883	
July	1,689,130		1,875,653	
Aug	1,793,204		1,928,422	
Sept	1,897,278		1,981,192	
Oct	2,001,352		2,033,961	
Nov	2,105,426		2,086,731	
Dec	2,209,500		2,139,500	
2015-16	2,209,500		2,139,500	
Total Actual to Date vs Total Budget		8%		10%



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

SWAMP CREEK BASIN FUND

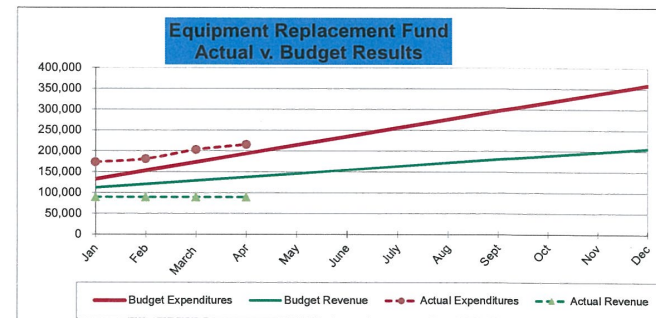
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	10,000	7,271
Jan	0	0	10,833	7,271
Feb	0	0	11,667	7,271
March	0	0	12,500	7,271
Apr	0	0	13,333	7,271
May	0		14,167	
June	0		15,000	
July	0		15,833	
Aug	0		16,667	
Sept	0		17,500	
Oct	0		18,333	
Nov	0		19,167	
Dec	0		20,000	
2015-16	0		20,000	
Total Actual to Date vs Total Budget		0%		36%



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

EQUIPMENT REPLACEMENT FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	112,000	173,486	103,000	89,227
Jan	132,531	173,486	111,583	89,227
Feb	153,063	181,188	120,167	89,227
March	173,594	203,245	128,750	89,227
Apr	194,125	215,636	137,333	89,227
May	214,656		145,917	
June	235,188		154,500	
July	255,719		163,083	
Aug	276,250		171,667	
Sept	296,781		180,250	
Oct	317,313		188,833	
Nov	337,844		197,417	
Dec	358,375		206,000	
2015-16	358,375		206,000	
Total Actual to Date vs Total Budget		60%		43%



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
April 30, 2016



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$3,885,708	\$1,342,992	\$577,846	4,650,853
Street	700,461	80,053	38,886	741,628
Transportation Capital	-165,763	979,036	590,310	222,963
Public Art	67,652	0	0	67,652
Park Impact Fee	1,389,370	15,390	0	1,404,760
Transportation Impact Fee	494,720	50,604	0	545,324
Swamp Creek Basin	1,404,934	0	0	1,404,934
Transportation Benefit District	112,841	31,660	0	144,501
Sammamish Bridge Replacement	516	0	0	516
Real Estate Excise Tax	1,697,543	133,161	0	1,830,704
Kenmore Village	2,196,149	0	225,955	1,970,195
Park Capital	-53,186	0	4,506	(57,692)
Surface Water Management	2,161,654	397,590	73,006	2,486,238
Surface Water Capital	12,164	0	0	12,164
Strategic Reserve	1,264,465	0	0	1,264,465
Strategic Opportunities	3,056,625	1,467	8,143	3,049,949
Equipment Replacement	340,656	0	12,391	328,265
Trust & Agency	576,492	1,475	1,023	576,943
Totals	\$19,142,999	\$3,033,428	\$1,532,065	\$20,644,362

Fund	Cash, Savings,	(> One Year)	Total
	Local Govt Investment Pool	Fixed Investments	
General	-\$1,610,440	\$6,254,802	4,644,361
Street	-101,880	850,000	748,120
Transportation Capital	222,963	0	222,963
Public Art	52,652	15,000	67,652
Park Impact Fee	474,760	930,000	1,404,760
Transportation Impact Fee	515,324	30,000	545,324
Swamp Creek Basin	4,934	1,400,000	1,404,934
Transportation Benefit District	144,501	0	144,501
Sammamish Bridge Replacement	516	0	516
Real Estate Excise Tax	1,830,704	0	1,830,704
Kenmore Village	1,520,195	450,000	1,970,195
Park Capital	-57,692	0	(57,692)
Surface Water Management	1,976,238	510,000	2,486,238
Surface Water Capital	12,164	0	12,164
Strategic Reserve	414,465	850,000	1,264,465
Strategic Opportunities	3,049,946	0	3,049,946
Equipment Replacement	-121,736	450,000	328,264
Trust & Agency	476,942	100,000	576,942
Totals	\$8,804,556	\$11,839,802	\$20,644,358

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City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 April 2016

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	110.51	0.00	110.51	0.1%
CONSTRUCTION	31,429.41	1,004.42	32,433.83	20.8%
MANUFACTURING	2,656.71	0.35	2,657.07	1.7%
TRANSPORTATION & UTILITIES	473.92	264.10	738.03	0.5%
WHOLESALE	11,812.73	60.15	11,872.88	7.6%
RETAIL TRADE	53,219.37	142.95	53,362.32	34.2%
SERVICES	44,483.89	449.71	44,933.59	28.8%
INFORMATION	8,072.86	24.22	8,097.07	5.2%
PUBLIC SERVICES	20.80	1,872.37	1,893.17	1.2%
	<u>152,280.19</u>	<u>3,818.27</u>	<u>156,098.46</u>	<u>100.0%</u>

City of Kenmore, Washington
Investment Schedule
April 30, 2016

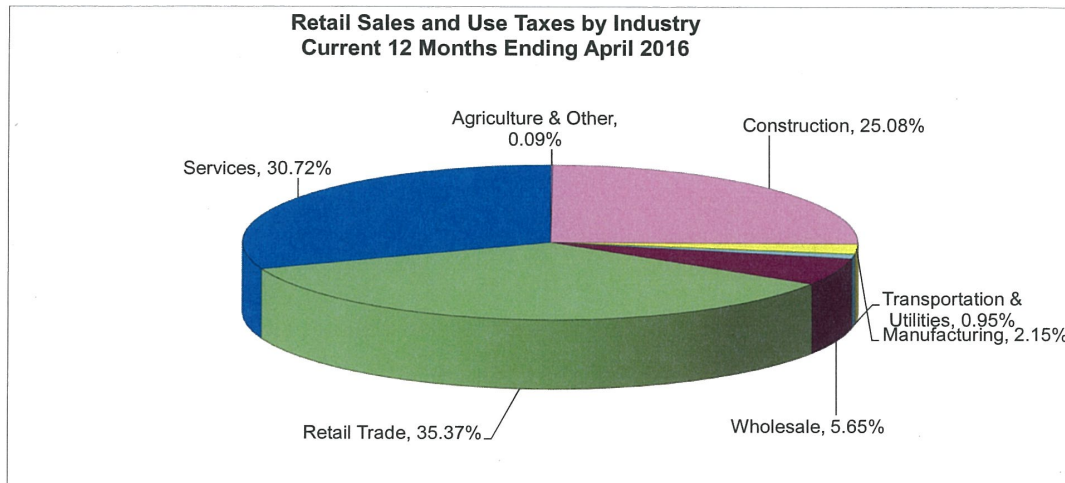


			Average Yield to Maturity-Securities				Overall Average Yield		0.69%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								894,731.88	10,137.31
Time Value Investments									
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
	31771EAL5	FICO	2/8/2018	1/13/2015	1.15%	1.15%		999,114.48	11,489.82
	3134G43V8	FHLB	5/15/2018	7/23/2014	1.36%	1.36%		988,450.00	13,462.69
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%		985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%		989,691.00	12,865.98
	3133EA5T1	FFCB	1/23/2019	7/23/2014	1.59%	1.59%		984,270.00	15,689.26
	3135G0G23	FNMA	4/29/2019	11/24/2015	1.35%	1.35%	4/26/2016	998,326.00	13,477.40
Total TVI Purchases								6,945,069.56	89,164.21
Banner Bank CD's									
Total Banner Bank CD's								-	-
Sound Community Bank CD's									
	18299229	CD	2/11/2016	2/14/2014	0.80%	0.80%		1,000,000.00	8,000.00
Total Sound Community Bank CD's								1,000,000.00	8,000.00
Opus Bank CD's									
	11495975	CD	2/10/17	6/10/15	0.35%	0.35%		1,000,000.00	3,500.00
	11539715	CD	3/29/18	3/30/16	0.85%	0.85%		1,000,000.00	8,500.00
	11527322	CD	6/30/16	6/30/2015	0.45%	0.45%		1,000,000.00	4,500.00
Total Cascade Bank CD's								3,000,000.00	16,500.00
TOTAL ALL SECURITIES								\$ 11,839,801.44	\$ 123,801.53
Banner Checking and Savings						0.07% Banner		5,043,064.63	3,530.15
Cash								1,005.00	-
Local Government Investment Pool						0.42% LGIP		3,760,484.75	15,797.80
Total Accounts								\$ 20,644,355.82	143,129.47

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
April 30, 2016

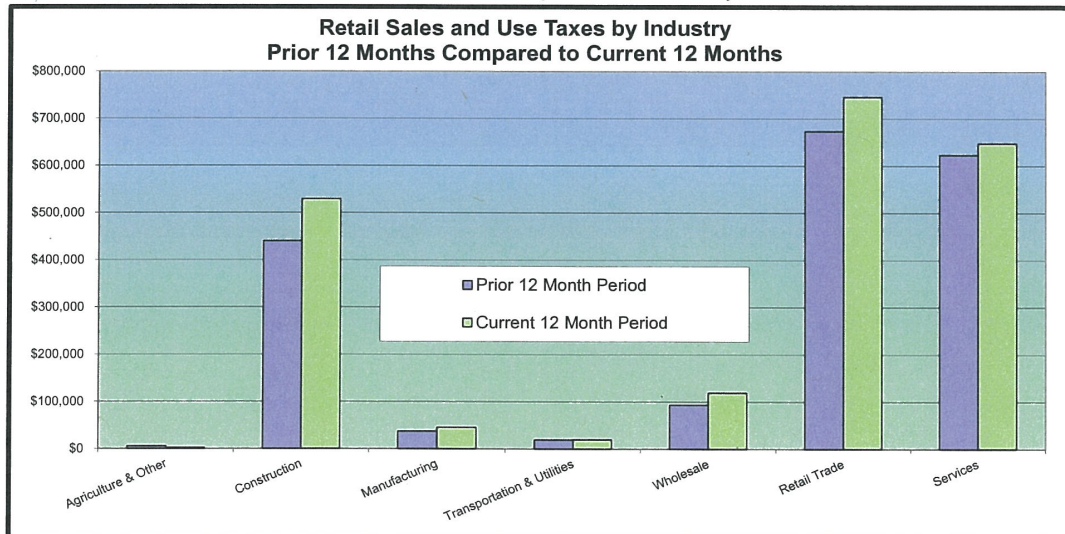


<u>Industry</u>	<u>Prior 12 Months ending April 2015</u>	<u>Current 12 Months ending April 2016</u>	<u>% Increase/ (Decrease)</u>	<u>% of Total</u>
Agriculture & Other (Landscaping, Animal Hospitals)	\$5,479	\$1,919	-64.98%	0.09%
Construction	439,987	528,935 *	20.22%	25.08%
Manufacturing (Printing, Publishing, Other Manuf.)	37,382	45,306	21.20%	2.15%
Transp/Comm/Utilities (Telecomm., Air Transport.)	19,089	19,978	4.66%	0.95%
Wholesale (Lumber, Other Wholesale)	93,279	119,228	27.82%	5.65%
Retail Trade (Eating, Merchandise, Food Stores)	673,474	746,041	10.77%	35.37%
Services (Auction, Recreation, Auto Repair, Financial)	<u>622,835</u>	<u>647,962</u>	4.03%	30.72%
Totals	<u>\$1,891,523</u>	<u>\$2,109,369</u>	<u>11.52%</u>	100%
Increase/(Decrease)		<u>\$217,845</u>	<u>11.52%</u>	



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



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City of Kenmore, Washington
Real Estate Excise Tax Report
April 30, 2016

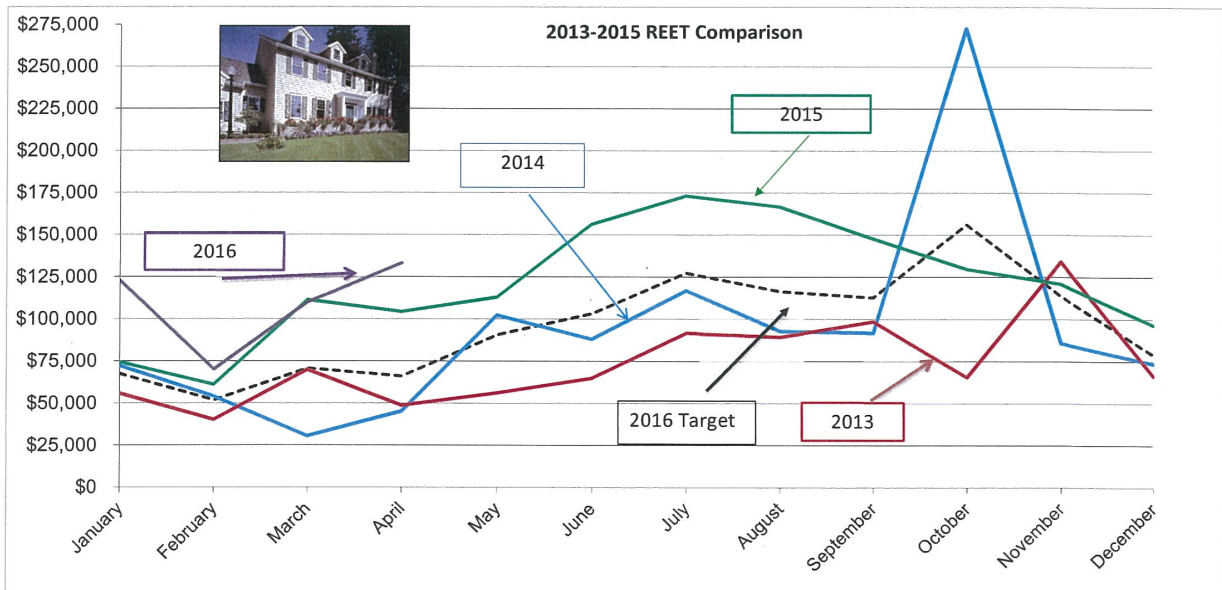


Real Estate Excise Taxes (REET) 2012 - 2016 Monthly Receipts						
	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Target 2016
January	54,359	55,801	72,106	74,259	122,819	67,389
February	18,064	40,281	54,038	61,070	70,146	51,797
March	29,691	69,946	30,426	111,337	110,066	70,570
April	30,662	48,671	45,118	104,280	133,161	66,023
May	52,575	56,178	102,257	112,927		90,454
June	60,408	64,938	88,070	156,338		103,116
July	81,316	91,779	116,858	173,095		127,244
August	56,626	89,496	92,932	166,651		116,360
September	82,785	98,573	91,812	147,668		112,684
October	60,265	65,596	272,842	129,678		156,039
November	88,057	134,286	85,748	120,907		113,647
December	152,262	66,342	73,582	96,566		78,830
	\$767,070	\$881,886	\$1,125,790	\$1,454,776	\$436,192	\$924,916

For 2016, REET is \$85,247 more than the same period last year and more than the 2016 target by \$180,413

* NOTE THE 2016 target is computed on a 3 year average (2013-2015) of actual receipts

Real Estate Excise Taxes (REET) 2012 - 2016 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							
	2012	2013	2014	2015	2016	2013	2014	2015
January	5,515,283	3,380,165	4,699,850	7,418,000	18,590,517	16,732	23,264	36,719
February	1,152,000	3,417,500	3,930,920	6,607,900	9,701,034	16,917	19,458	32,709
March	750,000	3,514,000	2,175,430	7,874,934	15,147,174	17,394	10,768	38,981
April	870,000	1,570,450	4,266,725	14,291,370	21,160,913	7,774	21,120	70,742
May	2,796,250	3,634,210	12,347,730	14,068,904		17,989	61,121	69,641
June	1,215,000	2,761,500	7,353,999	20,361,466		13,669	36,402	100,789
July	4,196,500	8,478,706	15,071,601	25,571,387		41,970	74,604	126,578
August	1,756,200	6,131,455	5,882,306	22,614,538		30,351	29,117	111,942
September	4,859,500	10,911,500	8,437,700	18,821,380		54,012	41,767	93,166
October	3,087,500	5,568,400	44,456,605	16,519,240		27,564	220,060	81,770
November	8,334,960	18,620,230	8,922,100	14,736,156		92,170	44,164	72,944
December	23,033,200	4,606,450	7,142,900	13,187,535		22,802	35,357	65,278
	\$57,566,393	\$72,594,566	\$124,687,866	\$182,072,810		359,344	617,202	901,259
								319,769



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City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
April 30, 2016



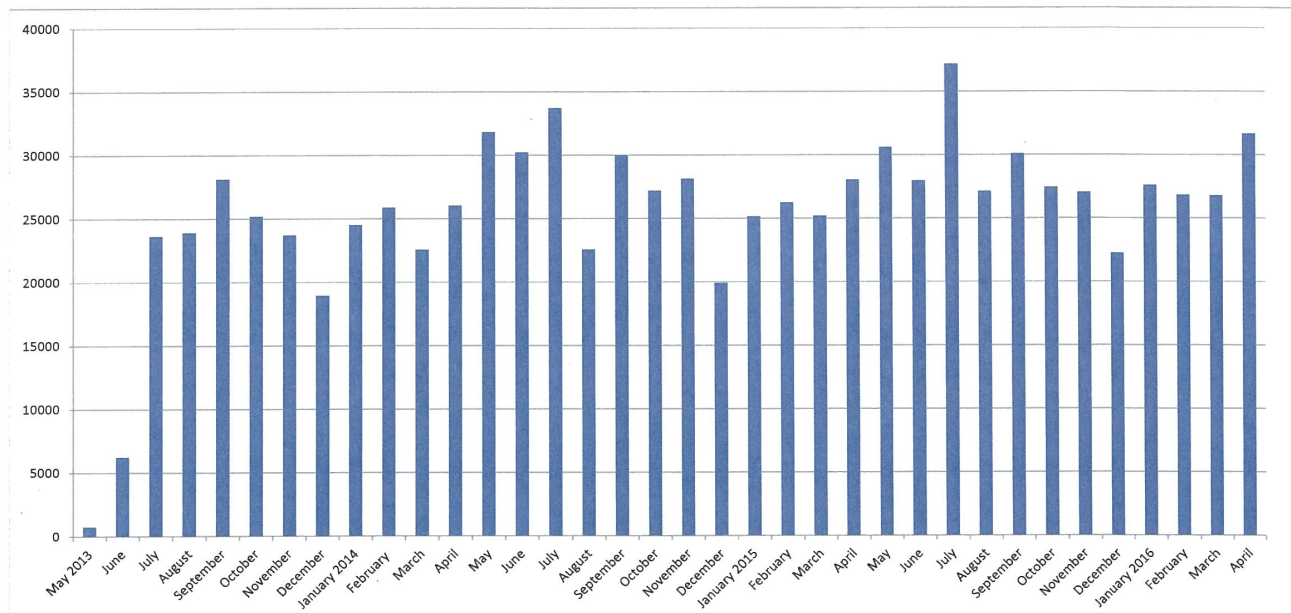
<u>Revenues</u>	<u>April</u>	<u>Biennium-to-</u>	<u>Biennium Budget</u>
	<u>2016</u>	<u>Date</u>	
Lease Income (USPS & Kenmore Village)	0	25,000	67,000
Investment Interest	0	12,216	23,000
Sale of Property	0	901,302	903,000
Event Sponsorship	0	0	1,500
Grant for Public Square	0	291,000	270,000
Transfer From General Fund	0	0	60,000
Leasehold Excise Returned	0	1,246	2,400
Total Revenues	0	1,230,764	1,326,900
<u>Expenditures</u>			
6700 Building Improvements	0	72,028	0
Downtown Plan Services	93	56,521	0
Property Management	0	0	19,000
Utilities and Insurance - Kenmore Village	0	3,405	0
Repairs, Maintenance, Other Services	0	11,198	133,240
Surface Water and Fire Benefit Fees	1,064	8,462	0
Transfer to Park Capital Fund	0	134,929	134,929
Kenmore Village Public Square	224,799	1,360,274	3,365,000
Total Expenditures	225,955	1,646,818	3,652,169
Net Income (Loss)	-225,955	-416,054	-2,325,269

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
April 30, 2016**



Revenues	April 2016	Biennium-to- Date	Percent of Budget	Biennium Budget
Vehicle Fees	31,660	447,463	71.00%	630,200
Investment Interest		112		
Total Revenues	\$31,660	\$447,575	71.02%	\$630,200
Expenditures				
WCIA Insurance	0	5,000	100.00%	5,000
Reimbursement to Street Fund	0	232,000	48.84%	475,000
Overlay	0	75,000	50.00%	150,000
Total Expenditures	0	312,000	49.52%	630,000
Net Income (Loss)	\$31,660	\$135,575		\$200



Subject/Topic: Multifamily Housing Property
Tax Exemption for Kenmore Village
Residential Phase II (aka Spencer68 Phase II) –
Resolution No. 16-278

Initial & Date
Approved by Department Head: BA 5-3-16
Approved by City Attorney: ✓
Approved by Finance Director: June 5/5/16
Approved by City Manager: [Signature]

✓
Jmg 5/5/16
RJK

1. Resolution 16-278
2. Tax Exemption Agreement

Appropriation Required \$ N/A

Chapter 3.65 KMC, in accordance with State law, sets forth a process for determining that a proposed project meets the conditions for tax exemption. This process is apart from the development agreement. Under this process, the applicant must apply for a conditional certificate of tax exemption, which must be approved by the Director of Development Services. The application has been filed by MSPT. If the Director approves the application, the City Council may approve an agreement regarding the terms and conditions of the project and eligibility for exemption. The application has been approved by the Director and the agreement is included as

Attachment 2. In order to administer necessary aspects of the affordable housing provisions that were not specified in the development agreement the City and MSPT will also enter into a regulatory agreement and declaration of restrictive covenants, which will be an exhibit to the tax agreement. The regulatory agreement and declaration of restrictive covenants will be recorded on the property. Finally, when the project is complete and the owner files an application for a final certificate of tax exemption, and the City is satisfied that the project meets the requirements for tax exemption, the City will notify the County Assessor so that the residential improvements will be tax-exempt.

As a condition of a 12- year tax exemption per State law, MSPT must make at least 20 percent of the multifamily units affordable to low and moderate income households. However, the City's code and an affordable housing covenant already placed on the property both require 25 percent of the multifamily units be made affordable, exceeding the minimum in State law. As a result, 14 of the 59 units being built in Phase II must be affordable. As a condition of the development agreement, two of the 14 affordable units in this second phase must be available to households whose annual income does not exceed 50 percent of the King County median income, and the remaining 12 of the affordable units must be available to households annual income does not exceed 85 percent of the King County median income.

The construction and designation of the affordable units satisfies not only the multifamily housing property tax exemption requirements, but also the requirements of the development agreement, KMC Chapter 18.77 (Affordable Housing), and the affordable housing covenant recorded on the property by King County (recording #20050110001850). Future phases of the Spencer68 site will be subject to the affordable housing covenant and the provisions in the development agreement.

Upon authorization from the City Council, the City Manager will sign the tax exemption agreement and will execute the regulatory agreement and declaration of restrictive covenants, which again will be recorded against the property. Upon completion of construction of the multifamily housing units in Phase II, the City will file a final certificate of tax exemption with the County Department of Records and Elections, provided all requirements of KMC Chapter 3.65 and the tax exemption agreement are satisfied.

FISCAL CONSIDERATION:

The tax exemption means that the City will forgo tax revenue that would have come from the value of the residential improvements for 12 years. The City will always receive tax revenue from the land and non-residential improvements to the property.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

To create a vibrant, walkable downtown.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 16-278**

**A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
MULTIFAMILY HOUSING PROPERTY TAX EXEMPTION
AGREEMENT WITH MSPT VI LLC FOR PHASE 2 OF THE
KENMORE VILLAGE RESIDENTIAL PROJECT.**

WHEREAS, on December 9, 2014, MSPT VI LLC ("MSPT") and the City of Kenmore entered into the "Development Agreement by and between the City of Kenmore and MSPT VI LLC, for the Kenmore Village Residential Development," for the construction of residential units on approximately 4.7 acres of real property at 18149 68th Avenue NE, Kenmore, Washington, ("Development Agreement"); and

WHEREAS, the Development Agreement, among other things, authorized construction of the project in phases, required MSPT to provide affordable housing in the project, and provided for a property tax exemption for qualifying affordable units upon compliance with the procedural and tenant income requirements of KMC Chapter 3.65; and

WHEREAS, as authorized by the Development Agreement and KMC Chapter 3.65, MSPT has applied for a 12-year property tax exemption for the 14 affordable units in Phase 2 of the project; and

WHEREAS, MSPT has filed with the Development Services Director an application for tax exemption for the affordable units, and the Director has approved the application; and

WHEREAS, KMC Chapter 3.65 requires that upon approval of the application for tax exemption, the property owner shall enter into an agreement with the City regarding the terms and conditions of the project and eligibility for tax exemption, and the City Council shall approve the agreement by resolution; and

WHEREAS, MSPT and the City have negotiated and recommended to the City Council a tax exemption agreement for the affordable units in Phase 2 of the project ("Tax Exemption Agreement"); and

WHEREAS, following execution of the Tax Exemption Agreement, the Director will issue a conditional certificate of acceptance of tax exemption, and upon completion of Phase 2 of the project, will issue a final certificate of tax exemption;

WHEREAS, pursuant to and in furtherance of the Development Agreement, and concurrent with execution of the Tax Exemption Agreement, MSPT and the City will enter into the "Regulatory Agreement and Declaration of Restrictive Covenants, Kenmore Village Residential Phase 2," which provides for 59 new multifamily housing units, requires 14 of those units to be affordable units, and establishes construction, eligibility and reporting requirements for the

affordable units ("Regulatory Agreement"); and

WHEREAS, the Regulatory Agreement will be attached to the tax exemption agreement as an Exhibit and will be recorded against the real property;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE that the City Manager is authorized and directed to execute on behalf of the City of Kenmore, an agreement substantially in the form of the "Multifamily Housing Limited Property Tax Exemption Agreement Kenmore Village Residential Phase II" attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 23RD DAY OF MAY 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

KENMORE VILLAGE RESIDENTIAL PHASE II

THIS AGREEMENT, entered into this _____ day of _____, 2016, between the City of Kenmore, a State of Washington municipal corporation ("City") and the MSPT VI LLC, a Washington limited liability company ("Applicant"), and incorporated attachments and exhibits, contains all terms and conditions agreed to by the City and the Applicant to undertake the activities described herein.

RECITALS

1. Applicant has applied for a limited property tax exemption as provided in Chapter 84.14 RCW and Chapter 3.65 KMC for multifamily residential rental housing ("Multifamily Housing") in the Residential Target Area, and the City's Development Services Director ("Director") has approved the application; and

2. Applicant has submitted to the City preliminary site plans and floor plans for new Multifamily Housing to be constructed as part of a fifty-nine (59) unit mixed-use development ("Project") on property situated at 6721 NE 182nd Street in Kenmore, Washington ("Property"), and as more particularly described in **Exhibit A** which is attached hereto, and incorporated by reference herein; and

3. Applicant is the owner of the Property; and

4. In the application, the Applicant represented to the City, as required by Chapter 84.14 RCW and Chapter 3.65 KMC, that the Project will provide at least fourteen (14) new dwelling units designed for permanent residential rental or ownership occupancy, and will provide permanent residential housing comprising at least fifty percent (50%) of the gross floor area of the Project.

5. The Project will not result in the net loss of existing affordable housing which receives housing assistance through federal low- or moderate-income housing programs (e.g., HUD Section 8 program); and

6. The City has determined that the Multifamily Housing will, if completed, occupied, and owned as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

7. This Agreement is entered into pursuant to City Council action taken on _____ (date of council action).

NOW, THEREFORE, in consideration of the mutual promises herein, the City and Applicant do mutually agree as follows:

1. Conditional Certificate of Acceptance of Tax Exemption.

The City agrees, upon execution of this Agreement following approval by the City Council, to issue a Conditional Certificate of Acceptance of Tax Exemption (“Conditional Certificate”), which Conditional Certificate shall expire three (3) years from the date of approval of this Agreement by the Council, unless extended by the Director as provided in KMC 3.65.080.

2. Agreement to construct Multifamily Housing.

a. Applicant agrees to construct the Project on the Property, including the Multifamily Housing, substantially as described in the site plans and floor plans attached hereto in **Exhibit B**, subject to such modifications thereto as may be required to comply with applicable codes and ordinances, including the design review process

b. Applicant agrees to construct the Project on the Property, including the Multifamily Housing, and to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements contained in Titles 15, 17, 18, 19, and 20 KMC or other applicable law. Applicant further agrees that approval of this Agreement by the City Council, its execution by the Director, or issuance of a Conditional Certificate by the City pursuant to Chapter 3.65 KMC in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions of Titles 15, 17, 18, 19, and 20 KMC or other applicable law or obligates the City to approve proposed improvements.

c. Applicant agrees that the Multifamily Housing will be completed within three years from the date of approval of this Agreement by the Council, unless extended by the Director for cause as provided in KMC 3.65.080.

3. Agreement to provide affordable housing.

Applicant agrees to provide a minimum of 14 Affordable Units for rent, specifically available for Low- or Moderate-Income Households. Two units will be available and affordable to households whose annual household income does not exceed fifty percent (50%) of the King County median income (“Low-Income Households”). Twelve (12) units will be available and affordable to households whose annual household income does not exceed eighty-five percent (85%) of the King County median income (“Moderate-Income Households”), both adjusted for household size, as determined by the United States Department of Housing and Urban Development (“HUD”). The affordable monthly housing expense, including rent and an appropriate utility allowance, shall be no greater than thirty percent (30%) of the applicable level of the King County median income.

4. Location and Design of Affordable Units/ Affordability Agreement/ Conversion.

a. The Affordable Units shall be those units indicated in **Exhibit C**. The Owner may propose to change the particular units dedicated for the Affordable Units, provided that a total of two units are designated for Affordable Units, and the same affordability and bedroom mix of Affordable Units is maintained. The Affordable Units shall be integrated with all other dwelling units of the Project. The Owner shall request in writing the City's approval of any proposed change to the units dedicated for the Affordable Units. The City will review the proposed changes and shall base its approval or disapproval of the proposed changes upon the criteria set forth in this section. The exterior designs of the Affordable Units are to be compatible and comparable with the market rate units. The interior finish of the Affordable Units shall at a minimum include standard features and result in a totally finished and livable home.

b. Prior to issuing a certificate of occupancy, an agreement in a form acceptable to the city attorney ("Affordability Covenant") and substantially in the form of **Exhibit D** that addresses price restrictions, eligible household qualifications, long-term affordability, and any other applicable topics of the Affordable Units shall be recorded with the King County department of records and elections. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the Applicant. Affordable Units that are provided under this section shall remain as affordable housing for the life of the Project.

c. In the event the Project is proposed for conversion to condominium, owner-occupied, or non-rental residential use, the Owner must submit to the City for its approval a plan for preserving the Affordable Units. The City can consider options which would convert the Affordable Units to owner occupancy Affordable Units. In the event a condominium conversion occurs during the period of the property tax exemption and owner occupied Affordable Units are provided at the affordability levels as defined in KMC 3.65.020.A or that have such other comparable level of affordability as provided for in the City's affordable housing multifamily tax exemption incentive program, as regulated through Chapter 18.77 KMC, per Section 6 of this Agreement, the Affordable Units will continue to be eligible for the property tax exemption for the balance of the exemption period or for the period of time the conversion allows, whichever is appropriate. The balance of the Project would no longer be eligible for the exemption, and City will not cancel the Final Certificate of Tax Exemption as provided in Section 10 of this Agreement.

5. Requirements for Final Certificate of Tax Exemption.

Applicant may, upon completion of the Project and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption ("Final Certificate"). The request shall be in a form approved by the city and directed to the City's Development Services Department and at a minimum include the following:

a. A statement of expenditures made with respect to the overall Project and the residential portions of the Project;

b. A description of the completed work, including floor area of residential and non-residential area, and a statement of qualification for the exemption;

c. Documentation that the Multifamily Housing was completed within the required three-year period or any authorized extension and in compliance with the terms of this Agreement; and

d. Information regarding Applicant's compliance with the affordability requirements in Chapter 3.65 KMC and this Agreement, which shall include the following:

(1) Identification of all Affordable Units, whether rented or held vacant to be rented by Income Eligible Occupants, the size of the Affordable Units, and the maximum rents and household incomes for each affordable unit at time of initial leasing;

(2) Rents (or offering rents, as applicable) for all Affordable Units;

(3) A copy of the application and income verification form used for rental of Affordable Units;

(4) A copy of the form of lease or rental agreement to be used for Affordable Units; and

(5) Any such further information that the Director deems necessary or useful to evaluate eligibility for the Final Certificate of Tax Exemption.

6. Agreement to Issue Final Certificate.

The City agrees to file a Final Certificate, with an exemption period of twelve (12) years with the King County Assessor within fifteen (15) days of submission of all materials required by paragraph 5, if Applicant has:

a. Successfully completed the Multifamily Housing in accordance with the terms of this Agreement and Chapter 3.65 KMC;

b. Filed a request for a Final Certificate with the Director and submitted the materials described in Paragraph 5 above;

c. Paid to the City a fee in the amount of Three Hundred Fifty-Eight Dollars (\$358.00) to cover the Assessor's administrative costs; and

d. Met all other requirements provided in Chapter 3.65 KMC for issuance of the Final Certificate.

7. Annual Certification.

Within thirty (30) days after the first anniversary of the date the City filed the Final Certificate and each year thereafter for the term of the Property Tax Exemption, Applicant agrees to file a certification or declaration with the Director, verified upon oath or affirmation, with respect to the accuracy of the information provided therein, containing at a minimum the following:

a. A statement of the occupancy and vacancy of the Multifamily Housing units during the previous year;

b. A statement that the Multifamily Housing has not changed use since the date of filing of the Final Certificate;

c. A statement that the Multifamily Housing continues to be in compliance with this Agreement and the requirements of Chapter 3.65 KMC;

d. A description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous certification;

e. A statement of the change in ownership of all or any part of the property since the Final Certificate was filed; and

f. Information and documentation sufficient to demonstrate, to the satisfaction of the Director, compliance with the affordability requirements of Chapter 3.65 KMC and this Agreement, which shall, at minimum, include the following:

(1) Identification of each Affordable Unit, and any substitution of Affordable Units during the previous year and for each Affordable Unit, the current Household Income limits and maximum allowed rent;

(2) For each Affordable Unit that was initially occupied or that had a change of tenancy during the previous year, the date of each tenant's initial occupancy; and

(3) For each Affordable Unit, the tenant's current Household Income and current contract rent.

8. No violations for duration of exemption.

For the duration of the exemption granted under Chapter 3.65 KMC, Applicant agrees that the Project and that portion of the Property on which the Project is constructed will have no violations of applicable zoning requirements, land use regulations, and building and housing code requirements contained in Titles 15, 17, 18, 19, and 20 KMC or other applicable law for which the Development Services Department or its functional successor shall have issued a notice of violation, citation or other notification that is not resolved by a certificate of compliance, certificate of release, withdrawal, or another method that proves either compliance or that no violation existed, within the time period for compliance, if any, provided in such notice of violation, citation or other notification or any extension of the time period for compliance granted by the Director.

9. Notification of transfer of interest or change in use.

Applicant agrees to notify the Director within thirty (30) days of any transfer of Applicant's ownership interest in the Project or that portion of the Property on which the Project is constructed. Applicant further agrees to notify the Director and the King County Assessor within sixty (60) days of any change of use of any or all of the Multifamily Housing on the Property to another use. Applicant acknowledges that such a change in use may result in cancellation of the tax exemption and imposition of additional taxes, interest and penalties pursuant to State law.

10. Cancellation of Exemption - Appeal.

a. The City reserves the right to cancel the Final Certificate if at any time the Multifamily Housing, the Project or that portion of the Property on which the Project is constructed no longer complies with the terms of this Agreement or with the requirements of Chapter 3.65 KMC, or for any other reason no longer qualifies for an exemption. City shall provide written notice to Applicant of any non-compliance with the terms of this Agreement and Applicant shall have a 90 day right to cure. So long as Applicant is able to comply within 90 days, the Agreement shall stay in full effect.

b. If the exemption is canceled for non-compliance, Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph (a) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and Chapter 3.65 KMC. Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, becomes a lien on that portion of the Property on which the Project is constructed and attaches at the time the portion of the Property

is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes. Applicant further acknowledges that the additional real property tax described above will apply to any cancellation regardless of a change in state law.

c. Upon determining that a tax exemption is to be canceled, the Director, on behalf of the City Council, shall notify the property owner by certified mail, return receipt requested. The property owner may appeal the determination in accordance with KMC 3.65.120.

11. Amendments.

No modification of this Agreement shall be made unless mutually agreed upon by the parties in writing and unless in compliance with the provisions of KMC 3.65.070.

12. Binding Effect.

The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

13. Audits and Inspection of Records.

Applicant understands and agrees that the City has the right to audit or review appropriate records to assure compliance with this Agreement and Chapter 3.65 KMC and to perform evaluations of the effectiveness of the Multifamily Tax Exemption program. Applicant agrees to make appropriate records available for review or audit upon seven days' written notice by the City.

14. Notices.

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

CITY:	Development Services Department City of Kenmore 18120 68th Ave NE Kenmore, WA 98028 Attn: Director
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With a copy to:
A Regional Coalition for Housing (ARCH)
16225 NE 87th Street, Suite A-3
Redmond, WA 98052
Attn: Housing Planner

APPLICANT: MSPT VI LLC
Attn: Kelly Price
12332 NE 115th Place
Kirkland, WA 98033

15. Severability.

In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement that can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable. However, if the severable term prevents the City from receiving the benefits of having affordable housing as set forth in Chapter 84.14 RCW and Chapter 3.65 KMC, then this agreement shall be deemed terminated, or may be terminated, as soon as possible in compliance with any applicable law.

16. Exhibits.

The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A	Legal Description
Exhibit B	Project Site Plan and Floor Plans
Exhibit C	Designation of Affordable units
Exhibit D	Regulatory Agreement and Declaration of Restrictive Covenants

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

CITY OF KENMORE

APPLICANT

By: Main Street Property Group, LLC,
Its: Manager

By: _____
Rob Karlinsey
Its: City Manager

By: _____
Kelly Price
Its: President

Approved as to Form:

City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of the CITY OF KENMORE, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, 2015.

Notary Public in and for the State of Washington.

Print Name _____

Residing at _____

My commission expires _____

STATE OF WASHINGTON }
 }
COUNTY OF KING } ss.

On this _____ day of _____, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, corporation, who executed the foregoing instrument on behalf of the said corporation, and acknowledged the said document to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, 2015.

Notary Public in and for the State of Washington.

Print Name _____

Residing at _____

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

LOT #2 OF SPENCER68 BINDING SITE PLAN RECORDED UNDER RECORDING
NO. 20140520000886 IN KING COUNTY, WA.

EXHIBIT B
PROJECT SITE PLAN

See attached diagram.

DESIGNATED AFFORDABLE UNITS ; * INDICATES AFFORDABLE AT 50% AMI.

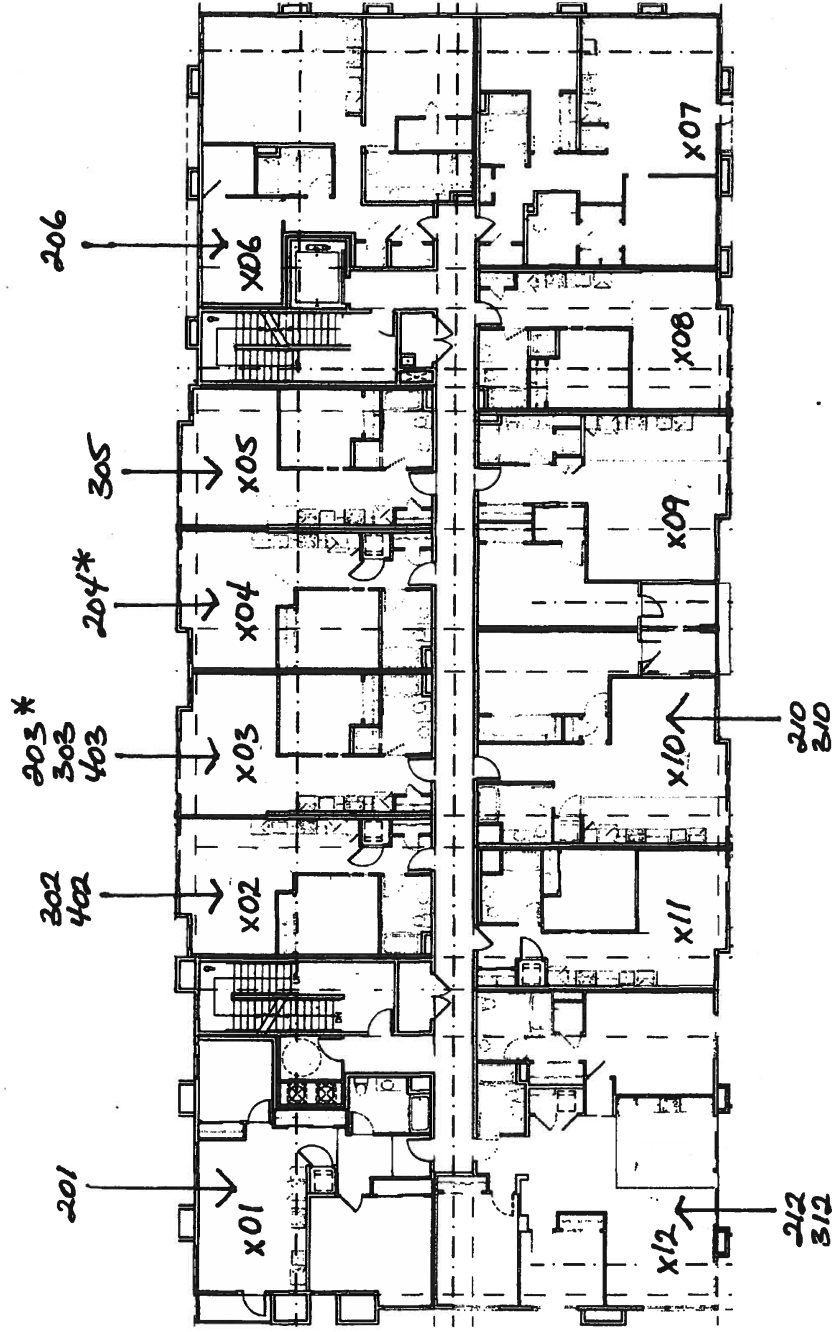


EXHIBIT C**DESIGNATION OF AFFORDABLE UNITS**

Unit Number	Unit Type	Affordability
E201	2-bedroom	85%
E203	Open 1-bedroom	50%
E204	Open 1-bedroom	50%
E206	2-bedroom	85%
E210	1-bedroom	85%
E212	3-bedroom	85%
E302	Open 1-bedroom	85%
E303	Open 1-bedroom	85%
E305	Open 1-bedroom	85%
E310	1-bedroom	85%
E312	2-bedroom	85%
E402	Open 1-bedroom	85%
E403	Open 1-bedroom	85%
J104	1-bedroom	85%

See attached diagram.

EXHIBIT D

**REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS**

See attached form of agreement.

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

KENMORE VILLAGE RESIDENTIAL PHASE II

SECTION 1 -	DEFINITIONS AND INTERPRETATION
SECTION 2 -	RESIDENTIAL RENTAL PROPERTY
SECTION 3 -	AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS
SECTION 4 -	REPORTING REQUIREMENTS
SECTION 5 -	SECTION 8 CERTIFICATE HOLDERS
SECTION 6 -	LEASE PROVISIONS
SECTION 7 -	SALE OR TRANSFER OF THE PROJECT
SECTION 8 -	TERM
SECTION 9 -	NO DISCRIMINATION
SECTION 10 -	COVENANTS RUN WITH LAND
SECTION 11 -	ENFORCEMENT
SECTION 12 -	SUBORDINATION, TERMINATION, RIGHTS RESERVED BY HUD
SECTION 13 -	ESTOPPEL CERTIFICATE
SECTION 14 -	AGREEMENT TO RECORD
SECTION 15 -	RELIANCE
SECTION 16 -	GOVERNING LAW
SECTION 17 -	NO CONFLICT WITH OTHER DOCUMENTS
SECTION 18 -	AMENDMENTS
SECTION 19 -	NOTICES
SECTION 20 -	FEE WAIVER REQUIREMENTS
SECTION 21 -	SEVERABILITY
SECTION 22 -	CONSTRUCTION
SECTION 23 -	TITLES AND HEADINGS

EXHIBITS

"A"	LEGAL DESCRIPTION OF PROPERTY
"B"	DESIGNATION OF AFFORDABLE UNITS
"C"	CERTIFICATE OF HOUSEHOLD ELIGIBILITY
"D"	ANNUAL PROJECT CERTIFICATION

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

KENMORE VILLAGE RESIDENTIAL PHASE II

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "Agreement") is made and entered into as of this _____ day of _____, 2015, by and between the CITY OF KENMORE, a Municipal Corporation of the State of Washington ("City") and MSPT VI LLC, a limited liability company ("Owner").

WITNESSETH:

A. This Agreement is predicated upon the following facts:

1) The Owner is the owner of property located at 6721 NE 182nd Street in Kenmore, Washington. The Owner intends to develop said property in two and possibly more phases. In Phase II(hereafter referred to as the "Project"), the Owner will construct and rent fifty-nine (59) rental units subject to City approval, and such other approvals by State and local agencies, as required.

2) The Project will include a minimum of fourteen (14) affordable rental units for Moderate- and Low-Income Households ("Eligible Households," as the term is defined below). Such affordable rental units shall be of such bedroom quantity and quality as are in proportion to the overall proportion of bedroom quantity and quality of all of the rental units in the Project.

3) The City finds that the Project will benefit the City by providing affordable rental housing for Eligible Households.

4) The Owner has indicated its willingness to accept certain conditions affecting the use of the Property, particularly with regard to Eligible Households.

5) The Parties enter this Agreement pursuant to a "Development Agreement By and Between the City of Kenmore and MSPT VI LLC for the Kenmore Village Residential Development," dated December 9, 2013, as amended ("Development Agreement"), which among other things, authorizes the Owner to develop the Kenmore Village Residential Development in phases, addresses affordable housing pursuant to Chapter 18.77 of the Kenmore Municipal Code ("KMC"), and addresses multifamily housing property tax exemption pursuant to Chapter 3.65 KMC.

6) The Parties enter this Agreement pursuant to KMC Section 20.47.040 KMC, which implements Road and Park Impact Fee Exemptions for Low-Income Housing.

7) Owner has applied for a limited property tax exemption for twelve years as provided in Chapter 84.14 RCW and Chapter 3.65 KMC for multifamily residential housing ("Multifamily Housing") in the Residential Targeted Area, and the Development Services Director ("the Director") has approved the application.

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City agree as follows:

SECTION 1 – DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

"Affordable Rents" means a monthly housing expense, including if applicable a Utility Allowance, which is no greater than thirty percent (30%) of the monthly King County Median Income level for Eligible Households, as shown in the following table, as adjusted for Household Size. The maximum Affordable Rents shall be adjusted no more than once every twelve (12) months and such adjustment shall be by a factor equivalent to adjustments in the King County Median Income.

Applicable Levels of King County Median Income

Affordable Rent Level	
Low-Income	50%
Moderate-Income	85%

"Affordable Units" means the 14 minimum units in the Project as selected by the Owner and as approved by the City or its Designee, as set forth in **Exhibit B**, and reserved for occupancy by Eligible Households pursuant to Section 3.

"City" means the City of Kenmore.

"Development Agreement" means the "Development Agreement By and Between the City of Kenmore and MSPT VI LLC for the Kenmore Village Residential Development," dated December 9, 2013, as amended.

"Designee" means A Regional Coalition for Housing ("ARCH") or such other agency as may be designated by the City in writing to the Owner. The City shall notify the Owner of any determination not to utilize ARCH as its Designee for purposes of this designation.

"Eligible Household" means one or more adults and their dependents which adults certify that they meet the qualifications for eligibility set forth below in this definition, Section 3.F of this Agreement, and as set forth in the Certificate of Household Eligibility attached hereto as Exhibit C and incorporated by reference herein, and who certify that their Household Income does not exceed the applicable percent of the King County Median Income, as set forth in this definition and Section 3.F of this Agreement, adjusted for Household Size.

Maximum Percent of King County Median Income at Occupancy

Income Level	
Low-Income	50%
Moderate-Income	85%

"Household Income" means all income from all household members over the age of 18 residing in the household. Income consists of those items listed in **Exhibit C**, Certificate of Household Eligibility (e.g. wages, interest income, etc.). Income of dependents who reside within a household for less than six (6) months of the year will not be counted toward Household Income.

"Household Size" means the average household size assumed for purposes of calculating Affordable Rents as follows:

<u>UNIT TYPE</u>	<u>AVERAGE HOUSEHOLD SIZE</u>
Studio	1 Person
Open 1 Bedroom/1 Bedroom	2 Persons
2 Bedroom	3 Persons
3 Bedroom	4 Persons

"King County Median Income" means the median family income for the Seattle-Bellevue, WA HUD Metro FMR Area as most recently determined by the Secretary of Housing and Urban Development ("HUD") under Section 8(f)(3) of the United States Housing Act of 1937, as amended. In the event that HUD no longer publishes median family income figures for King County, the Director may estimate the King County Median Income in such manner as the Director shall determine.

"KMC" means the Kenmore Municipal Code.

"Lender" means HUD/FHA, Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), or another party acquiring such loan upon foreclosure of a deed of trust or mortgage ("Deed of Trust") insured, made or held by HUD/FHA, VA, FNMA, FHLMC or an institutional third-party lender or investor.

"Owner" means MSPT VI LLC, a limited liability company, and its successors and assigns, and any surviving, resulting or transferee entity.

"Owner Representative" means the person or persons (who may be employees of the Owner) designated from time to time to act hereunder on behalf of the Owner in a written certification furnished to the City or its Designee, containing a specimen signature of such person or persons and signed by the Owner or on behalf of the Owner by a duly authorized representative of the Owner.

"Project" means the building, structures and other improvements to be constructed in Phase II on the Property, and all equipment, fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures and other improvements and all functionally related and subordinate facilities. The parties acknowledge that the Project is the second phase of the Kenmore Village Residential Development as authorized in the Development Agreement.

"Property" means the real property which will be devoted to the Project as more particularly described in **Exhibit A** which is attached hereto, and incorporated by reference herein, and all rights and appurtenances thereunto appertaining.

"Property Tax Exemption Agreement" means that agreement titled Multifamily Housing Limited Property Tax Exemption Agreement, Kenmore Village Residential Phase II, between the City and Owner dated _____.

"Qualified Project Period" means for the life of the Project.

"Regulatory Agreement" or "Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants, Kenmore Village Residential Phase II, between the Parties.

"SHARE Program" City acknowledges that Developer has branded its own affordable program which shall adopt the agreed upon ARCH regulations and requirements.

"Utility Allowance" means that portion of housing expenses for utilities. Therefore, Affordable Rents are calculated assuming payment of all utilities (not including phone, internet service, or cable or satellite television) by the Owner. In the event gas and/or electric utilities, used for purposes of heating, cooking and/or lighting, are paid directly by the tenant, then the monthly Affordable Rent will be reduced by the following allowance:

Studio/Open One Bedroom	\$43
One Bedroom	\$64
Two Bedroom	\$86
Three Bedroom	\$107

The base year for the ARCH utility allowance figures is 2016. The allowance figures will be adjusted annually based on changes in the Consumer Price Index-U.S. Cities Average-All Urban Consumers. If water, garbage and/or sewage are paid for directly by the tenant, the affordable rent levels will be further reduced by the typical cost to the tenant of such utilities, or a set allowance established by the City or its Designee.

SECTION 2 - RESIDENTIAL RENTAL PROPERTY

A. General Description. The Owner will acquire and construct the Project for purposes of providing multifamily rental housing for Eligible Households and the Owner shall own, manage, and operate (or cause the management and operation of) the Project to provide multiple family rental housing comprising a building or structure or several inter-related buildings or structures, each consisting of more than one dwelling unit and facilities functionally related and subordinate thereto, and no other facilities. As used herein, "facilities functionally related and subordinate" to the Project shall include facilities for use by the tenants, including, for example, recreational facilities, parking areas, and other facilities which are reasonably required for the Project, for example, heating and cooling equipment, trash disposal equipment or units of resident managers or maintenance personnel.

B. Similar Quality Construction. All of the dwelling units in the Project shall be constructed of similar quality, and each dwelling unit in the Project shall contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a

household which are complete, separate and distinct from other dwelling units in the Project and will include a sleeping area, separate bathing facility, and a cooking range, refrigerator and sink.

C. Conversion to Condominium. In the event the Project is proposed for conversion to condominium, owner-occupied, or non-rental residential use, the Owner must submit to the City for its review a plan for preserving the Affordable Units. The City's approval shall not be unreasonably withheld, conditioned or delayed. The City can consider options which would convert the Affordable Units to owner occupancy by Eligible Households and are consistent with the provisions of the Property Tax Exemption Agreement related to conversion to condominium use. The Owner must receive authorization from the City prior to conversion to condominium, owner-occupied, or non-rental residential use. This section does not waive the Owner's obligations to comply with any other law or regulations pertaining to conversion to ownership use.

SECTION 3 – AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS

A. Number of Affordable Units. The Owner shall lease or rent, or make available for lease or rental, to the general public, all of the Affordable Units in the Project. The Owner shall designate all of the Affordable Units, reserved for occupancy by Eligible Households, as follows:

Unit Type (Bedrooms)	Affordability (Income Level)		Market- Rate Units	Total Units
	Low-Income	Moderate-Income		
Open 1-bedroom	2	5	17	24
1-bedroom	0	3	9	12
2-bedroom	0	2	8	10
3-bedroom	0	2	11	13
Total	2	12	45	59

B. Designation/Re-designation of Affordable Units. The Owner agrees to rent the dwelling units designated in **Exhibit B** as Affordable Units. The Affordable Units so designated shall satisfy the requirements of Section 12 of the Development Agreement with regard to Phase II, shall have substantially the same equipment and amenities as other dwelling units in the Project with the comparable number of rooms, and shall be intermingled with all other dwelling units.

The Owner, from time to time, may propose to change the particular units designated as Affordable Units; provided that at

all times at least 14 of all of the residential units in the Project are designated as Affordable Units, and provided that at all times the same unit mix and affordability of Affordable Units are maintained. The Owner shall notify the City or its Designee of the proposed change in writing for the City's or its Designee's approval. The City or its Designee will review the proposed changes and approve or deny of the proposed changes based upon the criteria set forth in this Section. Approval shall not be unreasonably withheld or delayed.

C. Affordable Units Rent Level. The monthly rent for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Rents, and for each specific tenant, shall be adjusted no more than once every twelve (12) months.

D. Renting Affordable Units to Eligible Households. During the Qualified Project Period, the Owner shall rent or lease the Affordable Units to Eligible Households and, if at any time the Owner is unable to rent or lease the Affordable Units, the Affordable Units shall remain vacant pending rental or lease to Eligible Households.

E. Equal Access to Common Facilities. Tenants in the Affordable Units shall have equal access to enjoyment of all common facilities of the Project. All applicable optional rental fees shall apply to Affordable Units consistent with Market Rate Units.

F. Qualifying Eligible Household Income for Affordable Units at Initial Occupancy and Recertification. Qualifying Eligible Household Income at time of occupancy may not exceed the applicable percent of the King County Median Income set forth in the table below, adjusted for Household Size. At time of annual recertification, a household will remain eligible for a Low-Income Affordable Unit as long as Household Income does not exceed the Maximum Recertification Income set forth in the table below, adjusted for Household Size. For the Low-Income Affordable Units, if at the time of recertification Household Income exceeds the Maximum Recertification Income limit for the income level initially qualified for by a household, then such household must within ninety (90) days either: if they meet the Qualifying Household Income for a Moderate-Income Affordable Unit, pay the applicable Affordable Rent for a Moderate-Income Affordable Unit, and the next available comparable Moderate-Income Affordable Unit must be rented as a Low-Income Affordable Unit; pay market rent and the next available comparable market rate unit must be rented as a Low-Income Affordable Unit; or vacate the unit, unless otherwise prohibited by law, to make it available for an Eligible

Household. Annual recertification of household income is not required for the Moderate-Income Affordable Units.

Maximum Permitted Income Levels

Eligible Households	Maximum Income at Initial Occupancy	Maximum Recertification Income
Low-Income	50%	70%
Moderate-Income	85%	N/A

G. Household Size Limits for Affordable Units. The Owner shall utilize the following occupancy standards for Affordable Units:

<u>Unit Size</u>	<u>Household Size</u>
Studio	1-2 Persons
1 Bedroom	1-2 Persons
2 Bedroom	1-4 Persons
3 Bedroom	2-6 Persons

SECTION 4 – HOUSEHOLD ELIGIBILITY AND REPORTING REQUIREMENTS

A. Notice of Occupancy Permit. Within thirty (30) days of issuance of any final inspection of the Project, or if applicable, occupancy permits, the Owner shall notify the City's Development Services Department or its Designee, of receipt of the first occupancy permit for the Project.

B. City Mailing List. The City, or City's Designee, maintains a mailing list of households interested in occupying Affordable Units. From time to time the City or its Designee will provide to the Owner the names of persons from the mailing list. In determining which eligible applicants shall be rented Affordable Units, the Owner shall, subject to Section 4.C below, reasonably consider persons on the mailing list, and when they were placed on the mailing list.

C. Completion of Certificate of Household Eligibility. Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective tenant to complete a Certificate of Household Eligibility that shall be substantially in the form set forth in **Exhibit C**. The Owner shall also undertake a good faith effort to verify the applicant's Household Income, as reported on the completed Certificate. The Owner's obligation to verify the reported Household Income shall be limited to requesting copies of and reviewing the applicant's federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that

the information provided by the applicant is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records that the City or its Designee may consider appropriate.

D. Annual Recertification of Residents. On an annual basis, the Owner shall require all households occupying a Low-Income Affordable Unit to complete and return to the Owner an updated Certificate of Household Eligibility. The Owner shall undertake a good faith effort to verify the reported Household Income, as reported in the completed Certificate. The Owner's obligation to verify the Household Income shall be limited to obtaining a copy of and reviewing the tenant's federal income tax returns, unless the Owner has actual knowledge or reason to believe that the information provided by the household is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records the City or its Designee may consider appropriate.

The Owner shall file certifications with the City or its Designee, by attachment to the Annual Project Certification required pursuant to Subsection E of this Section. The City or its Designee may investigate independently to verify certifications submitted by the Owner.

E. Annual Project Certification. After rental of the first Affordable Unit and until 90% of the rental units are occupied, the Owner shall, on a quarterly basis, file with the City or its Designee an Annual Project Certification, in substantially the form of **Exhibit D**. Thereafter, the Owner shall file such certifications annually on or before March 31st, which must set forth the required information for the preceding year.

F. Form of Certification. Notwithstanding anything in this Section to the contrary, all documentation required by this Section shall be submitted on the forms designated herein as such forms may be modified by the City or its Designee from time to time. Changes to forms by the City or its Designee shall not significantly enlarge the Owner's obligations hereunder.

G. Maintain Complete Records. The Owner shall maintain complete and accurate records pertaining to the Affordable Units, and shall permit any duly authorized representative of the City, including, without limitation, its Designee to inspect the books and records of the Owner pertaining to the Affordable Units, and

if applicable, incomes of Eligible Households residing in the Project. The Owner's failure to maintain such records or failure to allow examination by the City or any duly authorized representative shall constitute a default hereunder.

SECTION 5 - SECTION 8 CERTIFICATE HOLDERS

The Owner shall accept as tenants for Affordable Units, on the same basis as all other prospective households, households who are recipients of Federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, as amended. The Owner shall not apply, or permit the application of, management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by holders of Section 8 certificates.

SECTION 6 - LEASE PROVISIONS

A. It is the Owner's responsibility to screen and select tenants for desirability and credit worthiness. Except as restricted in this Agreement, such selection is within the Owner's discretion. If written management policies exist, or exist in the future, with respect to the Project, the City or its Designee may review such written policies and may require changes in such policies, if necessary, so that they comply with the requirements of this Agreement.

B. All leases for Eligible Households shall contain clauses wherein each individual lessee: (i) certifies the accuracy of the statements made in the Certificate of Household Eligibility, (ii) agrees that the household income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, and (iii) agrees that misrepresentation in the certification is a material breach of the lease, entitling the Owner to terminate the lease for the Affordable Unit.

SECTION 7 - SALE OR TRANSFER OF THE PROJECT

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing to the City a written notice from the purchaser stating that the purchaser understands, and will comply with the Owner's duties and obligations under this Agreement. Such notice must be received by the City or its Designee at least ten (10) days prior to the close of escrow.

SECTION 8 - TERM

This Agreement shall become effective upon its execution and delivery, and shall continue in full force and effect throughout the Qualified Project Period, unless sooner modified or terminated in accordance with Section 12 hereof.

SECTION 9 - NO DISCRIMINATION

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, in the lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

SECTION 10 - COVENANTS RUN WITH LAND

The City and Owner hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land (i) by providing use of the Project by certain Eligible Households, and (ii) by furthering the public purposes of providing housing for Eligible Households.

The City and the Owner hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Owner and the City all for the Qualified Project Period. Except as provided in Section 12 of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Agreement; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

SECTION 11 - ENFORCEMENT

A. Enforcement Provisions. The Owner shall exercise reasonable diligence to comply with the requirements of this Agreement and shall correct any such noncompliance within sixty (60) days after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of reasonable

diligence, or within sixty (60) days after the Owner receives notice of such noncompliance from the City or its Designee; provided, however, that such period for correction may be extended by the City if the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the City on its own behalf may take any one or more of the following steps:

1) By any suit, action or proceeding at law or in equity, require the Owner to perform its obligations under this Agreement or the Property Tax Exemption Agreement, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Owner's default;

2) Have access to, and inspect, examine and make copies of, all of the books and records of the Owner pertaining to this Agreement or enforcement of this Agreement; provided, however, that the City or its Designee shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the City's rights hereunder; and

3) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Owner under this Agreement.

4) The Owner hereby grants to the City or the Designee the option, upon the Owner's default under this Agreement, for the Qualified Project Period to lease up to 14 of the units in the Project as mutually selected by the City or its Designee and the Owner for the purpose of subleasing such units to Eligible Households, but only to the extent necessary to comply with the provisions of this Agreement. The City or its Designee may lease from the Owner the units at the Affordable Rent level less a reasonable management fee to reimburse the City or its Designee for any expenses incurred in connection with such sublease. The City or its Designee may terminate its lease of the units in the Project upon determination that the Owner is no longer in default pursuant to this Agreement.

B. Hold Harmless. The Owner shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers and its Designee and any other party authorized hereunder to enforce the terms of this Agreement, harmless from any and all claims,

injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from this Agreement.

C. No Third Party Beneficiaries. The provisions of this Agreement and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Owner, the City and its Designee only and are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered in connection herewith.

SECTION 12 - SUBORDINATION, TERMINATION, RIGHTS RESERVED BY HUD

A. Notwithstanding any provision in this Agreement to the contrary, all of the provisions of this Agreement shall terminate and have no further force and effect upon the occurrence of one of the following events:

(1) Foreclosure of a HUD/FHA insured loan is initiated under which the Project is held as a security.

(2) Title to the Project is acquired by Lender or HUD/FHA by deed in lieu of foreclosure of the Deed of Trust.

(3) Title to the Project is acquired by HUD/FHA, Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") or another party upon foreclosure of a deed of trust or mortgage ("Deed of Trust") insured, made or held by HUD/FHA, VA, FNMA, FHLMC; or an institutional, third-party lender or investor (collectively, "Lender").

(4) The Deed of Trust, if insured by HUD/FHA, is assigned to HUD/FHA.

Notwithstanding anything in this Agreement to the contrary, enforcement of this Agreement shall not serve as a basis for (i) default under the Deed of Trust insured by HUD/FHA or any other Lender, or (ii) an acceleration of the loan secured by the Deed of Trust ("Loan"), or result in any claim against the Project, the Loan proceeds, any reserve or deposit required by HUD/FHA or any other Lender in connection with the Loan transaction or the rents or other income from the Project other than from available surplus cash as that term is defined by HUD/FHA or any other Lender.

B. Notwithstanding anything in this Agreement to the contrary:

(1) All of the provisions of this Agreement are subordinate and subject to the Deed of Trust, the Loan, and all documents relating to the Loan ("Loan Documents"), if any, as well as all applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended, and the regulations thereunder, as amended, and the rights of the Lender thereunder. In the event of any conflict between this Agreement and the provisions of any applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended, and the regulations thereunder, as amended, the applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended, and the regulations thereunder, as amended, will control.

(2) Lender shall take no role in monitoring compliance with state and federal use and occupancy requirements; nor shall Lender be required to provide notice to third parties of actions under the Deed of Trust, if any.

(3) No amendment to this Agreement will be effective without the prior written consent of Lender, if any.

(4) The Owner will take all steps necessary to comply with this Agreement; provided that the Owner shall not be required to take action prohibited by, or to refrain from action required by Lender, pursuant to the National Housing Act (as amended), applicable HUD/FHA mortgage insurance regulations, related administrative requirements, Section 8 of the Housing Act of 1937, as amended, and the regulations thereunder, as amended, or the Loan and the Loan Documents.

SECTION 13 - ESTOPPEL CERTIFICATE

The City agrees, upon the request of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, mortgagor or encumbrance of the Project, a written certificate stating, if such is true, that the City has no knowledge of any violation or default by the Owner of any of the covenants or conditions of this Agreement, or if there are such violations or defaults, the nature of the same.

SECTION 14 - AGREEMENT TO RECORD

The Owner shall cause this Agreement to be recorded in the real property records of King County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the City or its Designee with a copy of the recorded Agreement.

SECTION 15 - RELIANCE

The City and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Owner. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Household Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are inaccurate.

SECTION 16 - GOVERNING LAW - COMPLIANCE WITH LAW

This Agreement shall be governed by the laws of the State of Washington, except to the extent such laws conflict with the laws of the United States or the regulations of federally insured depository institutions, or would restrict activities otherwise permitted in relation to the operation of federally insured depository institutions. This Agreement is subject to, and the parties shall comply with, the applicable requirements and procedures of Chapters 3.65 and 18.77 KMC.

SECTION 17 - NO CONFLICT WITH OTHER DOCUMENTS

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith except for the Multifamily Housing Limited Property Tax Exemption Agreement referenced in Section 21 herein.

SECTION 18 - AMENDMENTS

This Agreement shall be amended only by a written instrument executed by the parties hereto or their respective successors in

title, and duly recorded in the real property records of King County, Washington. Amendments to **Exhibit B** shall be considered to be approved in writing when the revised **Exhibit B** is signed by the Owner and the City and/or its Designee without the need for a further written document attaching the revised exhibit and striking prior versions of the exhibit. In the event of conflict between versions of **Exhibits B**, the version maintained by the City or its Designee as the then-current version, signed by Owner and City or its Designee, shall prevail.

SECTION 19 – NOTICE

Any notice or communication hereunder, except legal notices, shall be in writing and may be given by registered or certified mail. The notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed with postage prepaid. If given otherwise, it shall be deemed to be given when delivered to and received by the party to whom addressed. Such notices and communications shall be given to the parties hereto at their following addresses:

If to the City: City of Kenmore
Attn: Rob Karlinsey, City Manager
18120 68th Ave. N.E.
Kenmore, WA 98028

With a copy to the Designee
A Regional Coalition for Housing (ARCH)
16225 NE 87th Street, Suite A-3
Redmond, WA 98052
Attn: Housing Planner

If to the Owner: MSPT VI LLC
Attn: Kelly Price
12332 NE 115th Place
Kirkland, WA 98033

Any party may change its address for notices upon ten (10) days prior written notice to the other parties. Legal counsel for a party may deliver notices on behalf of the represented party and such notice shall be deemed delivered by such party.

SECTION 20 – FEE WAIVER REQUIREMENTS

Pursuant to the Development Agreement and Chapter 20.47 KMC, the Owner received fee waivers for Low-Income Affordable Units in the approximate amount of Ten Thousand Nine Hundred Twenty-Four

Dollars and Sixty-Two Cents (\$10,924.62) for Road Impact Fees and Three Thousand Three Hundred Seventeen Dollars and Sixty-Four Cents (\$3,317.64) for Park Impact fees as consideration for the provision of three Low-Income Affordable Units in the Project. In the event at any time during the term of this Agreement, the Low-Income Affordable Units are not provided pursuant to the provisions of this Agreement, the City retains the right to require the Owner to pay to the City all fees that were waived at the rate prevailing at the time the City determines the Project is no longer conforming to the affordability requirements of this Agreement. This provision shall survive termination of the Agreement prior to expiration of the Qualified Project Period.

SECTION 21 - MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

This Agreement is subject to the terms and conditions of the Limited Property Tax Exemption Agreement. In the event of any conflict between the terms of this section and the terms of the Property Tax Exemption Agreement, the terms of the Property Tax Exemption Agreement shall control. All amounts payable hereunder shall be paid without any set-off or deduction of any nature. This provision shall survive termination of the Agreement prior to expiration of the Qualified Project Period.

SECTION 22 - SEVERABILITY

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 23 - CONSTRUCTION

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Agreement and to sustain the validity hereof.

SECTION 24 - TITLES AND HEADINGS

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or

restrict any of the terms or provisions hereof or be considered or given any effect in the construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

IN WITNESS WHEREOF, the Owner and City have each executed the Regulatory Agreement and Declaration of Restrictive Covenants on the Date first above written.

Owners:
By: Main Street Property
Group, LLC
It: Manager

City:

Kelly Price
Its President

Rob Karlinsey
Its: City Manager

Approved as to Form:

City Attorney

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

On this _____ day of _____, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of the CITY OF KENMORE, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, 2016.

Notary Public in and for the State
of Washington.

Print Name _____

Residing at _____

My commission expires _____

STATE OF WASHINGTON }
 }
COUNTY OF KING } ss.

On this _____ day of _____, 2016, before me,
a Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared

_____, to me known to be the
_____ of _____, corporation,
who executed the foregoing instrument on behalf of the said
corporation, and acknowledged the said document to be the free
and voluntary act and deed of said corporation for the uses and
purposes therein mentioned, and on oath stated that s/he was
authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal
this ____ day of _____, 2016.

Notary Public in and for the State
of Washington.

Print Name _____

Residing at _____

My commission expires _____

SUMMARY OF DECISION
CONDITIONAL CERTIFICATE
FOR
MULTIFAMILY PROPERTY TAX EXEMPTION PROGRAM
CITY OF KENMORE

File: CSP2015-017

Project Planner: Andrew Bauer

Project Name: Kenmore Village Residential Phase II aka Spencer68

Project Location: 6721 NE 182nd Street, Kenmore, WA 98028

Applicant: MSPT VI LLC

Project Description: New multifamily development totaling 59 dwelling units in 4 buildings with associated parking and site improvements.

Number of Affordable Units: 14

Recommendation (Planner to Director): ☒ Approve
☐ Deny

I. RECOMMENDATION AND APPROVAL PROCESS

Pursuant to Kenmore Municipal Code 3.65.060, the Planning Director is authorized to approve or deny an application for a Conditional Certificate for Multifamily Property Tax Exemption. Based on the review in Section II of this memo, I recommend that this application be approved.

If approved, the applicant is required to enter into a contract with the City. The contract is subject to approval by the City Council through a resolution. The Planning Director is then authorized to sign the approved contract on behalf of the City and issue a conditional certificate of acceptance of tax exemption. This item is scheduled to be reviewed by the City Council on October 19, 2015.

II. PROJECT ELIGIBILITY

As noted in KMC 3.65.040 and RCW 84.14.030, the property must satisfy a series of requirements to be eligible for exemption from property taxation. The following table identifies the requirements and the project's compliance with each of those requirements:

Summary of Decision
 Conditional Certificate for Multifamily Property Tax Exemption
 Page 2

Not Applicable	Complies	Does Not Comply	Code Requirements
☐	☒	☐	The property is located in the residential targeted area lying northwest of the intersection of Northeast 181 st Street and 68 th Avenue Northeast.
☐	☒	☐	The project is multifamily housing consisting of at least four dwelling units in which at least 50% of the space within the residential structure or mixed use development is intended for permanent residential occupancy.
☐	☒	☐	A minimum of four new dwelling units are being created or added.
☒	☐	☐	Existing dwelling units proposed for rehabilitation have been unoccupied for at least 12 months prior to application and fail to comply with one or more requirements of the Building Code as set forth in Title 15 KMC.
☐	☒	☐	The project does not result in the net loss of existing affordable housing which receives housing assistance through federal low or moderate income housing programs (e.g., HUD Section 8).
☒	☐	☐	The exemption is sought for eight (8) years, and affordable housing is not required.
☐	☒	☐	The exemption is sought for 12 years, and affordable housing will be provided in the project as required in KMC 3.65.100.
☐	☒	☐	The mix and configuration (e.g., studio, one-bedroom, two-bedroom) of affordable units is substantially proportional to the mix and configuration of total housing units in the project.
☐	☒	☐	The project complies with all applicable zoning requirements, land use regulations, and building and housing code requirements contained in the KMC.
☐	☒	☐	The proposed construction is scheduled to be completed within three years from the date of approval of this application.

III. APPEAL

KMC 3.65.060.C allows the applicant to appeal the director's denial of an application for a Conditional Certificate for Multifamily Property Tax Exemption by filing a notice of appeal with the city clerk, along with the appeal fee as established by resolution, within 30 days of the date of denial.

Summary of Decision
Conditional Certificate for Multifamily Property Tax Exemption
Page 3

IV. LAPSE OF APPROVAL

Pursuant to KMC 3.65.060.A, this Conditional Certificate shall expire three years from the date of approval unless an extension is granted. Allowances for time extensions are described in KMC 3.65.080.

V. APPENDICES

1. Vicinity Map
2. Site Plan and Project Drawings

VI. REVIEW BY PLANNING DIRECTOR

I concur ☐ I do not concur ☐

Comments: _____

Bryan Hampson
Director of Development Services

Date

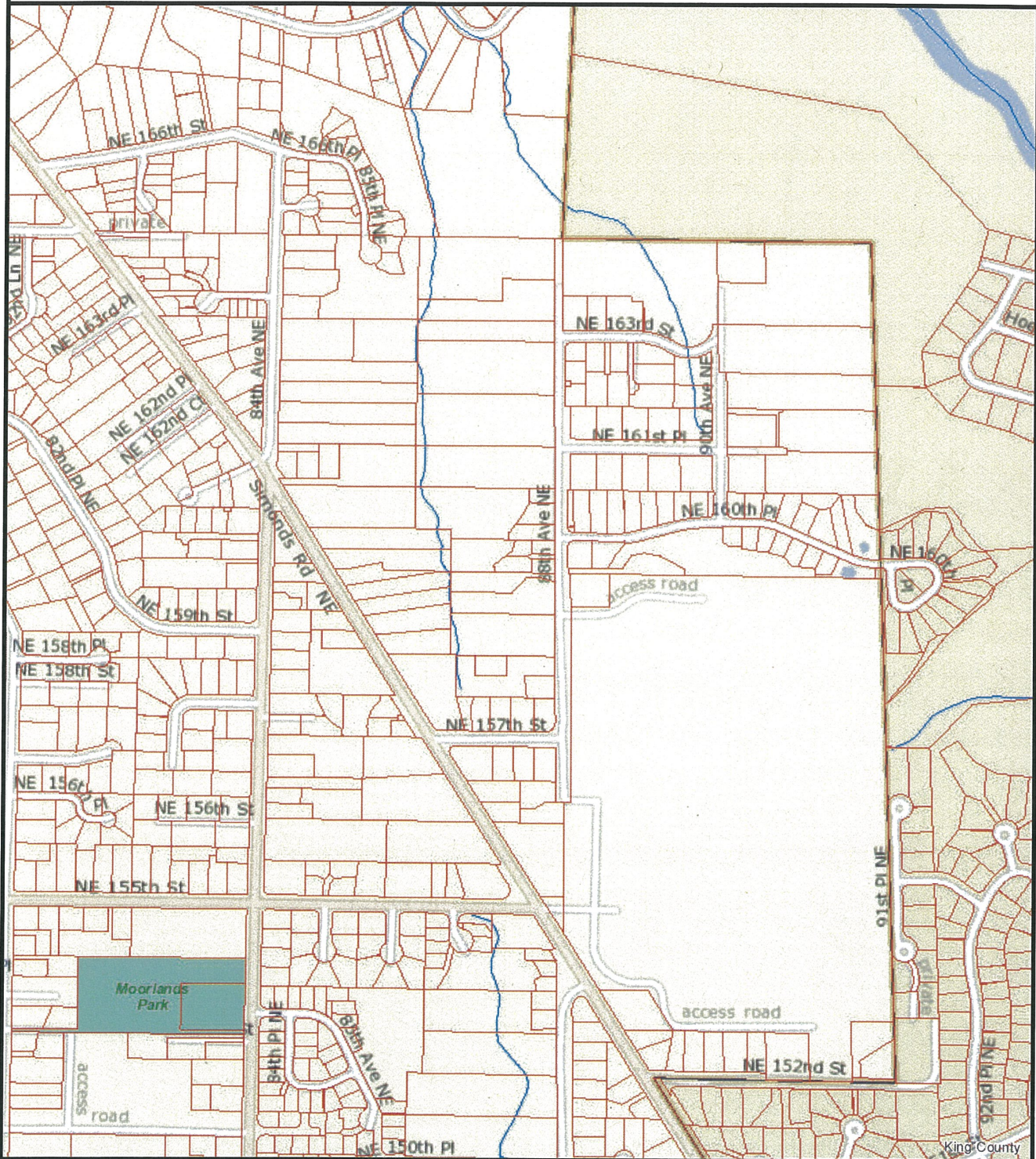


City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Glenmoor Final Plat – Resolution No. 16-279 Proposed Council Action/Motion: Adopt Resolution No. 16-279 Granting Final Approval for Plat of Glenmoor	For Council Meeting Agenda of: May 23, 2016 Department: Development Services Prepared by: Andrew Bauer, Planner <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: center;">[Signature] 5/6/16</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">[Signature] 5/6/16</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;">[Signature] 5/6/16</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">[Signature] 5/6/16</td> </tr> </table> Exhibits/Attachments: 1. Vicinity Map 2. Resolution 16-279 3. Glenmoor Final Plat Map		<u>Initial & Date</u>	Approved by Department Head:	[Signature] 5/6/16	Approved by City Attorney:	[Signature] 5/6/16	Approved by Finance Director:	[Signature] 5/6/16	Approved by City Manager:	[Signature] 5/6/16
	<u>Initial & Date</u>										
Approved by Department Head:	[Signature] 5/6/16										
Approved by City Attorney:	[Signature] 5/6/16										
Approved by Finance Director:	[Signature] 5/6/16										
Approved by City Manager:	[Signature] 5/6/16										
Expenditure Required \$0	Amount Budgeted \$ N/A										
Appropriation Required \$ N/A											
<u>INFORMATION/BACKGROUND:</u> The Glenmoor final plat is ready to record. The Hearing Examiner granted preliminary approval of the plat on July 23, 2007. Conditions of preliminary plat approval have been satisfied and required financial guarantees have been submitted. To obtain final plat approval the Council needs to pass a resolution approving the final plat. The final plat then needs to be signed by the City prior to being recorded with King County. Glenmoor is a 6 lot single-family residential development on a 1.52 acre site zoned R-4 (residential 4 dwelling units per acre). All of the lots will access from a new private access tract (Tract A) connecting via 88th Avenue NE. Tract A also contains an underground stormwater vault that will be owned by the Glenmoor Homeowner's Association, with an easement granted to the City for maintenance and inspection of the stormwater vault. Permanent maintenance responsibilities of the stormwater vault will be taken over by the City after a two-year maintenance period is completed by the applicant. Tract B is a sensitive area tract and will provide protection of a steep slope and stream. Tract C is a recreation space tract. Tracts B and C will be owned by the Glenmoor Homeowner's Association. The applicant has posted the required financial guarantees for maintenance of roadways, drainage, and critical area mitigation. Traffic and parks impact fees will be assessed at the time of building permit for each individual lot.											
<u>FISCAL CONSIDERATION:</u> Permit fees will be collected upon approval of the plat and issuance of building permits. Subsequent expansion of single-family property tax base.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To provide clear, accurate, and predictable permitting services in a timely and efficient manner.											

Glenmoor Plat Vicinity

ATTACHMENT 1



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/14/2016

Notes:



King County
GIS CENTER

ATTACHMENT 2

**CITY OF KENMORE
WASHINGTON**

RESOLUTION NO. 16-279

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR
THE PLAT OF GLENMOOR (File FLP2005-093)**

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

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

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

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for the plat of Glenmoor 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 23RD DAY OF MAY 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

VOLUME PAGE

GLENMOOR

PORTION OF NW 1/4, NW 1/4, SEC. 18, TWP. 26 N., RGE. 5 E., W.M.

CITY OF KENMORE, KING COUNTY, WASHINGTON

Attachment 3

Exhibit A Resolution 16-279

DEDICATION

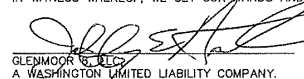
KNOW ALL PEOPLES BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREET AND AVENUES NOT SHOWN AS PRIVATE HEREON 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 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, ARE 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, CLAIMS BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF KENMORE, ITS SUCCESSORS, OR ASSIGNS.

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

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS:


GLENMOOR 6, LLC
A WASHINGTON LIMITED LIABILITY COMPANY.

BY: JEFFREY E. HAMILTON

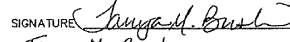
ITS: C.F.O.

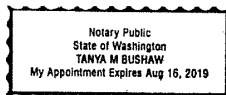
ACKNOWLEDGEMENT

STATE OF WASHINGTON | SS
COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JEFFREY E. HAMILTON SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AS THE C.F.O. OF GLENMOOR 6, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED April 20th, 2016.

SIGNATURE: 
PRINTED NAME OF NOTARY PUBLIC
Tanya M. Bushaw
TITLE: Notary
RESIDING AT: Renton, WA
MY APPOINTMENT EXPIRES 8/16/19



RECORDING CERTIFICATE

RECORDING NUMBER: _____

FILED FOR RECORD AT THE REQUEST OF CITY OF KENMORE THIS _____ DAY OF _____, 2016 AT _____ MINUTES PAST ____M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER SUPERINTENDENT OF RECORDS

LEGAL DESCRIPTION

THE SOUTH 165 FEET OF THE NORTH 330 FEET OF THE EAST 430 FEET OF GOVERNMENT LOT 2, OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPTING THE EAST 30 FEET THEREOF HERETOFORE ACQUIRED BY KING COUNTY FOR ROAD PURPOSES;

(ALSO KNOWN AS TRACT 32 OF THE UNRECORDED PLAT OF INGLEDWOOD HEIGHTS)

SCHEDULE B SPECIAL EXCEPTIONS

1. SUBJECT TO AN EASEMENTS FOR THE PURPOSE OF A SANITARY SEWER WITH NECESSARY APPURTENANCES, GRANTED TO NORTHEAST LAKE WASHINGTON SEWER AND WATER DISTRICT AFFECTING A PORTION OF SAID PREMISES AS RECORDED UNDER RECORDING NUMBER 9003061311. (PLOTTED)
2. PERTAINS TO GENERAL AND SPECIAL TAXES AND CHARGES.
3. PERTAINS TO A DEED OF TRUST.
7. SUBJECT TO AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT REGARDING SANITARY SEWERS WITH NECESSARY APPURTENANCES PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20150619000295. (PLOTTED)
8. SUBJECT TO AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT REGARDING WATER LINES WITH NECESSARY APPURTENANCES PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20150619000296. (PLOTTED)
9. SUBJECT TO AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT REGARDING UTILITY SYSTEMS FOR GAS AND ELECTRICITY WITH NECESSARY APPURTENANCES PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 201510160004000. (AS CONSTRUCTED)

REFERENCES

- (R1) RECORD OF SURVEY BY GROUP FOUR, INC., RECORDED UNDER AUDITOR'S FILE NO. 20040130900001, RECORDS OF KING COUNTY, WASHINGTON.
- (R2) HAZEL ROBNETT SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NO. 9408239002, RECORDS OF KING COUNTY, WASHINGTON.
- (R3) BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 19990907900003, RECORDS OF KING COUNTY, WASHINGTON.
- (R4) HOGAN SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NO. 20000523900023, RECORDS OF KING COUNTY, WASHINGTON.
- (R5) BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 20120712900003, RECORDS OF KING COUNTY, WASHINGTON.

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 332-130-080/080.

GLENMOOR

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

VOLUME	PAGE
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PLAT NOTES

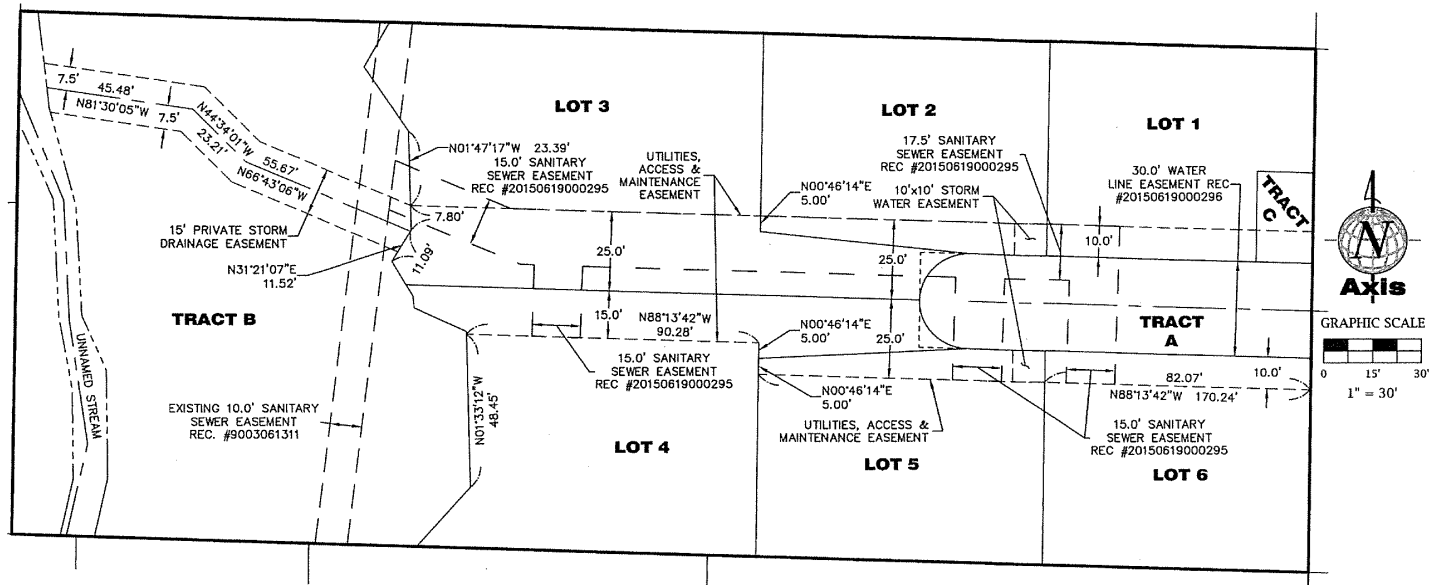
1. THE APPLICANT IS RESPONSIBLE FOR THE PAYMENT OF PARK IMPACT, TRAFFIC IMPACT, AND SCHOOL IMPACT FEES AT THE TIME OF BUILDING PERMIT APPLICATION FOR NEW SINGLE-FAMILY DWELLINGS BASED UPON THE IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION.
2. THE ROAD AND STORM DRAINAGE SYSTEM SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO. ENG 2014-0370 ON FILE WITH THE CITY OF KENMORE. APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE PROPER AGENCY, CURRENTLY THE CITY OF KENMORE.
3. THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE AS FOLLOWS:
ADDRESSES SHALL BE ASSIGNED FOR THE NORTH-SOUTH ROADS WITHIN THE RANGE OF _____ TO _____ AND WITHIN THE RANGE OF _____ TO _____ FOR THE EAST-WEST ROADS. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO THE PROPERTIES AT THE ENTRANCE OF EACH RESIDENCE OR BUILDING IN ACCORDANCE WITH KENMORE MUNICIPAL CODE 16.08.
4. ALL LOTS WITHIN THIS PLAT SHALL COMPLY WITH THE APPROVED TREE MANAGEMENT PLAN ON FILE WITH THE CITY OF KENMORE (FILE #ENG2014-0370). ANY DEVIATION FROM THIS PLAN SHALL BE APPROVED BY THE CITY OF KENMORE. LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TREES ON THEIR RESPECTIVE LOTS IDENTIFIED ON THE TREE MANAGEMENT PLAN.
5. THE STREET TREES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION UNLESS AND UNTIL THE CITY OF KENMORE OR ITS SUCCESSOR AGENCY HAS ADOPTED A MAINTENANCE PROGRAM.
6. ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS RETAINING WALLS (ROCKERY), PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPLICANT'S CONSTRUCTION PLAN NO. ENG 2014-0370 ON FILE WITH THE CITY OF KENMORE. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING PERMIT. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH SAID PLANS. ALL INDIVIDUAL STUB-OUTS AND INFILTRATION SYSTEMS SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE LOT OWNER.
7. THE MAINTENANCE OF THE STORM DRAINAGE FACILITIES AND PRIVATE ACCESS TRACT "A" SHALL BE THE RESPONSIBILITY OF THE THE GLENMORE HOMEOWNER'S ASSOCIATION.
8. THIS PLAT SHALL BE SUBJECT TO THE COVENANTS, CONDITION AND RESTRICTIONS AS RECORDED UNDER RECORDING NUMBER _____.
9. THERE SHALL BE NO VEHICULAR INGRESS OR EGRESS DIRECTLY ONTO 88TH AVENUE NE FROM LOT 1, 6 AND TRACT C.
10. ALL NEW HOUSES SHALL BE EQUIPPED WITH AN APPROVED FIRE SPRINKLER SYSTEM DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D AND THE NORTHSOURCE FIRE DEPARTMENT.
11. ALL LOTS WITHIN THIS PLAT SHALL MEET THE MINIMUM DEVELOPMENT STANDARDS OF THE ZONE IN WHICH THE PLAT IS LOCATED. PROPERTY LINE SETBACKS, BUILDING HEIGHT, OFF STREET PARKING PROVISIONS, AND MAXIMUM IMPERVIOUS SURFACE LIMITS SHALL BE VERIFIED AT THE TIME OF BUILDING PERMIT APPLICATION.

PRIVATE DRAINAGE EASEMENT MAINTENANCE AGREEMENT

UPON RECORDING, THE PRIVATE DRAINAGE EASEMENT SHOWN ON THE FACE OF THE MAP SHALL BE DESIGNATED FOR THE BENEFIT OF ALL OWNERS WITHIN THIS PLAT. OWNERSHIP OF A LOT WITHIN THIS PLAT SHALL INCLUDE AN EQUAL AND UNDIVIDED MAINTENANCE INTEREST AND RESPONSIBILITY FOR THE FACILITIES CONTAINED WITHIN SAID EASEMENT.

THE DOWNSTREAM CONVEYANCE SYSTEM IS A PRIVATE SYSTEM. PER KCSWDM SECTION 1.2.6, THE PRIVATELY MAINTAINED CONVEYANCE SYSTEMS OR OTHER DRAINAGE FACILITIES WHICH CONVEY FLOWS THROUGH PRIVATE PROPERTY MUST BE LOCATED IN A DRAINAGE EASEMENT DEDICATED TO CONVEY SURFACE AND STORM WATER. THE RIGHT OF ENTRY OVER THE ENTIRE EASEMENT AREA IS EXTENDED TO THE CITY OF KENMORE FOR THE INSPECTION OF PRIVATE FACILITIES IN THE EVENT A HAZARD TO PUBLIC SAFETY EXISTS, WRITTEN NOTICE MAY NOT BE REQUIRED.

EASEMENT DETAIL (1" = 40')



EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY, NORTHSHORE UTILITY DISTRICT, FRONTIER COMMUNICATIONS, AND COMCAST, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON TRACT "A" AND LOTS 1 THROUGH 10, HEREIN REFERRED TO AS "THE LOTS", TO CONVEY, CONVEYANCE, CONSTRUCT, RECONSTRUCT, REPAIR, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, MAINS, CABLES, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, CABLE TELEVISION, AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE LOTS ARE NOT TO BE CONSIDERED AS A CONVEYANCE OF ANY INTEREST IN THE LOTS BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE TV SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY OF THE LOTS UNLESS THE SAME SHALL BE UNDERGROUND OR IN A CONDUIT ATTACHED TO A BUILDING.

A DRAINAGE EASEMENT IS HEREBY GRANTED TO THE CITY OF KENMORE OR ITS SUCCESSORS OR ASSIGNS, OVER, UNDER AND ACROSS LOTS 2, 3, 4, 5, TRACT "A" AND TRACT "B", INCLUDING THE 15 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, FOR THE PURPOSE OF ENTERING OR INSPECTING STORM AND SURFACE WATER DRAINAGE FACILITIES. THE HOMEOWNERS ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY EASEMENT GRANTED THE RIGHT TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF, BUT NOT NECESSARILY THE RESPONSIBILITY OF, INSPECTING THE DRAINAGE FACILITIES. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACT "B" AND TRACT "C". THE RESPONSIBILITY OF THE GLENMORE HOMEOWNER'S ASSOCIATION, SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO EXIST FOR ANY REASON, EACH LOT WITHIN THE PLAN SHALL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN THE DRAINAGE EASEMENT. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE TO STAND ALONE SEPARATE NOTE OR ADDED TO THE END OF EVERY REFERENCE TO THE HOA.

THE 10 FOOT BY 10 FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN LOT 2 IS FOR THE BENEFIT OF LOT 1. THE OWNERS OF SAID LOTS 1 AND 2 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 BY 10 FOOT PRIVATE STORM DRAINAGE EASEMENT WITHIN LOT 5 IS FOR THE BENEFIT OF LOT 6. THE OWNERS OF SAID LOTS 5 AND 6 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.

TRACT NOTES

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

TRACT "A" IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 6. OWNERSHIP, MAINTENANCE, AND APPURTENANCES OF TRACT "A" IS HEREBY ASSIGNED AND DEDICATED TO THE GLENMOOR HOMEOWNER'S ASSOCIATION UPON RECORDING OF THIS PLAT. THESE APPURTENANCES AND MAINTENANCE RESPONSIBILITIES INCLUDE THE REPAIR AND MAINTENANCE OF THE PRIVATE ACCESS ROAD, DRAINAGE PIPES, PRIVATE SIGNAGE AND OTHER UTILITY PROVIDERS. PARKING ON THE ACCESS TRACT IS PROHIBITED.

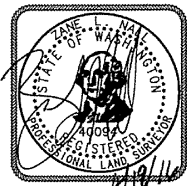
TRACT "B" IS AN ENVIRONMENTALLY CRITICAL AREAS TRACT (E.C.A.T.). THE OWNERSHIP, MAINTENANCE, AND PROTECTION OF TRACT B ARE ASSIGNED TO THE INCORPORATED HOMEOWNER'S ASSOCIATION.

DEDICATION OF AN ENVIRONMENTALLY CRITICAL AREA TRACT CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND AND TRACT. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, VISUAL AND AURAL BUFFERING, AND PROTECTION OF PLANT HABITAT. THE ENVIRONMENTALLY CRITICAL AREAS TRACT IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF LAND SUBJECT TO THE TRACT, THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF KENMORE, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT. THE VEGETATION WITHIN THE TRACT MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT EXPRESS WRITTEN PERMISSION FROM THE CITY OF KENMORE DEPARTMENT OF DEVELOPMENT SERVICES.

SHOULD THE HOMEOWNER'S ASSOCIATION CEASE TO EXIST FOR ANY REASON, EACH LOT WITHIN THE PLAT SHALL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN THE OWNERSHIP AND MAINTENANCE OF TRACT B.

TRACT "C" IS A RECREATIONAL TRACT FOR THE BENEFIT OF ALL LOTS WITHIN THIS PLAT. THE OWNERSHIP, MAINTENANCE, AND APPURTENANCES OF TRACT "C" IS HEREBY ASSIGNED AND DEDICATED TO THE GLENMOOR HOMEOWNER'S ASSOCIATION UPON RECORDING OF THIS PLAT.

SHOULD THE HOMEOWNER'S ASSOCIATION CEASE TO EXIST FOR ANY REASON, EACH LOT WITHIN THE PLAT SHALL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN THE OWNERSHIP AND MAINTENANCE OF TRACT C.



Axis
Survey & Mapping

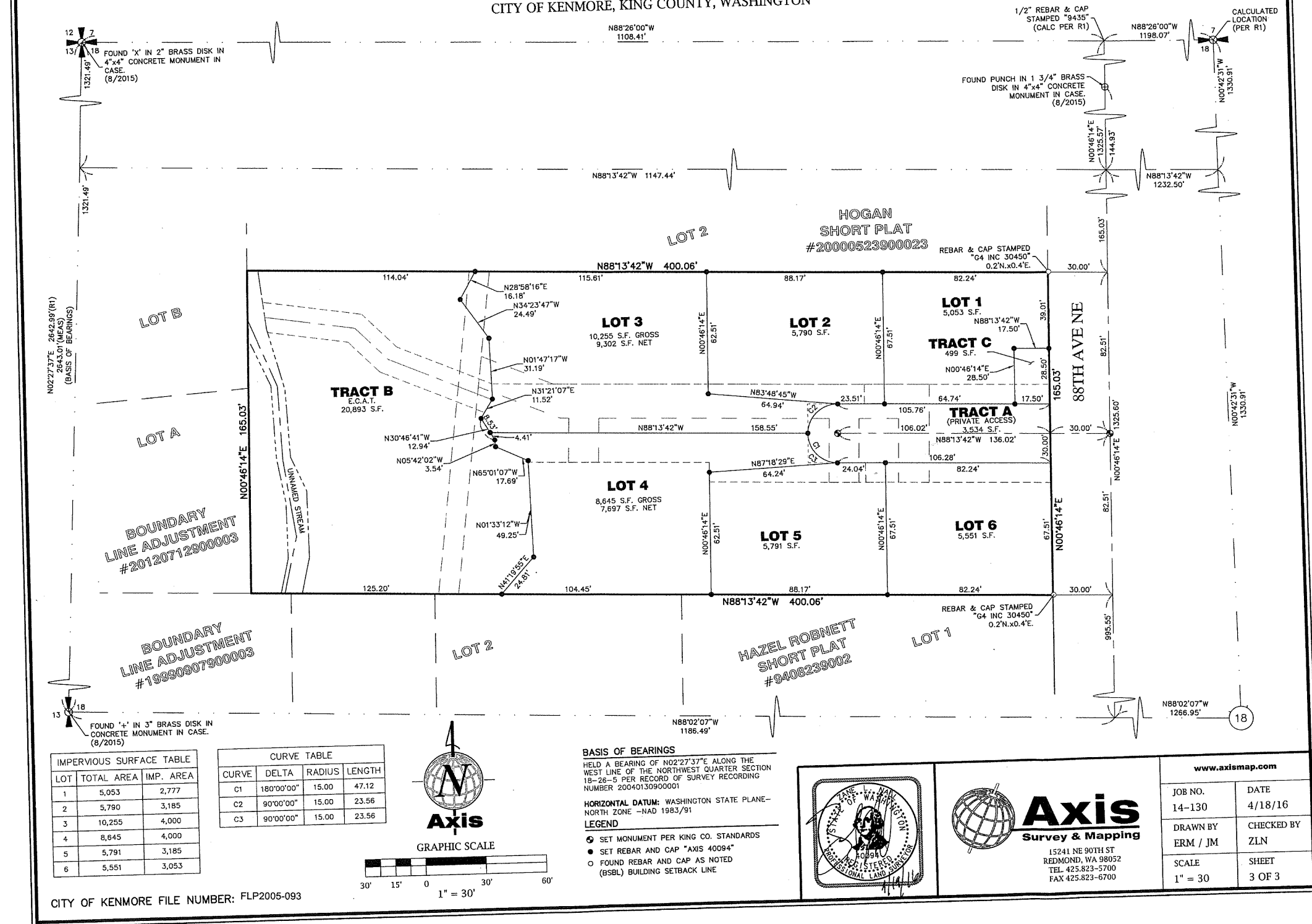
15241 NE 90TH ST
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700

www.axismap.com

JOB NO. 14-130	DATE 4/18/16
DRAWN BY ERM / JM	CHECKED BY ZLN
SCALE 1" = 40'	SHEET 2 OF 3

CITY OF KENMORE FILE NUMBER: FLP2005-093

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





Subject/Topic: City of Kenmore and State Parks SEPA Lead Agency Agreements for Saint Edward State Park Seminary Rehabilitation and Ball Field Proposals Proposed Council Action/Motion: Authorize the City Manager to execute Contract Nos. 16-C1560 & 16-C1561, SEPA Lead Agency Agreements for Saint Edward State Park Seminary Rehabilitation and Ball Field Proposals in the Form Substantially Attached Hereto.	For Council Meeting Agenda of: <u>May 23, 2016</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> Initial & Date Approved by Department Head: <u>[Signature] 5/19/16</u> Approved by City Attorney: <u>[Signature] 5/13/16</u> Approved by Finance Director: <u>[Signature] 5/13/16</u> Approved by City Manager: <u>[Signature] 5/19/16</u> Exhibits/Attachments: 1. Contract No. 16-C1560 City of Kenmore and State Parks Lead Agency Agreement for Saint Edward State Park Seminary Rehabilitation Proposal 2. Contract No. 16-C1561 City of Kenmore and State Parks Lead Agency Agreement for Saint Edward State Park Ball Field Proposal	
Expenditure Required \$ NA	Amount Budgeted \$NA	Appropriation Required \$NA
<u>INFORMATION/BACKGROUND:</u> The purpose of these SEPA Agreements are to assign lead agency responsibilities under the State Environmental Policy Act ("SEPA"), chapter 43.21C RCW, and its implementing regulations, chapter 197-11 WAC, for the concept proposal described in each agreement, which will be located on State Parks property, but will require development permits from the City. The City will act as nominal lead agency pursuant to WAC 197-11-926 and -944. As nominal lead, the City's SEPA ordinance, chapter 19.35 KMC ("Environmental Procedures"), shall apply to the proposal. These procedures include public notice, appeals, and EIS preparation. As lead agency, the City will be responsible for preparation and coordination of the SEPA analysis. The City will provide State Parks with drafts of all SEPA analysis and documentation, and will provide State Parks an opportunity to review and comment before finalizing any documents. As lead agency, the City shall be responsible for ensuring compliance with SEPA's public notice, comment, and hearing requirements. WAC 197-11-502, -510, -535 and implemented and applied by KMC 19.35.100.		

The City shall be solely responsible for ensuring compliance with its comprehensive plan and development regulations.

FISCAL CONSIDERATION: Developer and applicant are responsible for costs associated with SEPA and EIS

City of Kenmore Contract No. 16-C1560

**SEPA LEAD AGENCY AGREEMENT
BETWEEN
THE CITY OF KENMORE
And
WASHINGTON STATE PARKS
Regarding the
PROPOSED DEVELOPMENT OF SAINT EDWARD STATE PARK
LOCATED AT 14445 JUANITA DRIVE NE IN THE CITY OF KENMORE**

I. PARTIES

This SEPA Lead Agency Agreement ("SEPA Agreement") is entered into by the City of Kenmore (the "City") and Washington State Parks ("State Parks"), collectively, the "Parties", pursuant to WAC 197-11-944.

II. PURPOSE

The purpose of this SEPA Agreement is to assign lead agency responsibilities under the State Environmental Policy Act ("SEPA"), chapter 43.21C RCW, and its implementing regulations, chapter 197-11 WAC, for the concept proposal described below, which will be located on State Parks property, but will require development permits from the City.

Saint Edward State Park is a 316-acre day use park that was formerly a Catholic Seminary. The Seminary is listed on the National Register of Historic Places. In addition to the former Seminary building, Saint Edward State Park has 3,000 feet of freshwater shoreline on Lake Washington, trails for hiking and mountain biking, five unsheltered picnic areas, a "big toy" playground, and ball fields, horse shoe pits, and a volleyball area.

The Daniels Real Estate Group, a Seattle-based development firm, submitted a concept proposal to State Parks to rehabilitate the historic Seminary building at Saint Edward State Park. The proposal's goal is to make the building economically viable while retaining its historic character. The proposal anticipates renovation of the building to include overnight accommodations, a restaurant, conference room, public restrooms, and a café. The first floor of the Seminary, which is anticipated to include public restrooms, a café, lobby, and restaurant, will be open to the public. The hotel and conference rooms will be available for public use for a fee. The proposal does not include any modifications to the shoreline, trails, picnic areas, "big toy" playground, or ball fields, horse shoe pits, or volleyball area.

III. PRINCIPLES OF AGREEMENT

A. The Parties Agree To:

1. Work together to ensure consistency and coordination in the development and preparation of SEPA documents, including:

i. Review of documents for adequacy and completeness;

1

City of Kenmore and State Parks
SEPA Lead Agency Agreement for
Saint Edward State Park Seminary Rehabilitation Proposal

- ii. Direct preparation of the SEPA threshold determination and EIS, if necessary;
 - and
 - iii. Identify potential mitigation, if necessary, for project impacts.
2. Work together to involve any other local, state, federal, or tribal agencies and interested parties in the development and review of SEPA documents to ensure a transparent and public process.
3. Work together to identify, as far in advance as possible, actions or problems that might affect the environmental analyses and documentation process.

B. General Duties

1. The City shall act as nominal lead agency pursuant to WAC 197-11-926 and -944. As nominal lead, the City's SEPA ordinance, chapter 19.35 KMC ("Environmental Procedures"), shall apply to the proposal. These procedures include public notice, appeals, and EIS preparation. If an administrative appeal of the threshold determination or adequacy of the final EIS occurs, the process shall be governed by KMC 19.35.160. If a court appeal or administrative agency appeal of either the threshold determination or adequacy of the final EIS is filed, the City shall be the lead agency for such SEPA challenge, with the assistance of State Parks as provided below in Section IV.D.
2. The Parties, either jointly or independently, may determine that consultant(s) are needed to assist in completing the required SEPA analysis and documentation for this proposal. Consultants shall be hired by the City or State Parks pursuant to each agency's governing law. The cost of any such consultants shall be the responsibility of the applicant, unless otherwise agreed by the party that hires the consultant and the applicant, or unless otherwise agreed by the Parties.
3. Comments on SEPA document(s) shall be received or recorded by the City, and the City shall promptly forward copies to State Parks of transcripts, written comments, or electronic comments.
4. As lead agency, the City shall be responsible for preparation and coordination of the SEPA analysis and identification of the responsible official. The City will provide State Parks with drafts of all SEPA analysis and documentation, and will provide State Parks an opportunity to review and comment before finalizing any documents.
5. As lead agency, the City shall be responsible for ensuring compliance with SEPA's public notice, comment, and hearing requirements. WAC 197-11-502, -510, -535 and implemented and applied by KMC 19.35.100.
6. The City shall be solely responsible for ensuring compliance with its comprehensive plan and development regulations.
7. In all other respects, the Parties shall act as partners in meeting the responsibilities of lead agency under SEPA, with equal standing in all decisions to be made, subject to any restrictions or requirements that are consistent with the City's responsibilities as lead agency.

C. Preparing the Analysis

1. It is expected that the applicant will provide all relevant information regarding the proposal, environmental impacts, and potential mitigation.
2. Information provided by the applicant shall be reviewed and supplemented by the City and State Parks, as authorized by law.
3. Any additional analysis identified as necessary by the Parties will be prepared by qualified experts, the cost of which shall be as provided in Section III.B.2.
4. The Parties will endeavor to meet the following benchmarks, but acknowledge that timelines may be affected by appeals or unanticipated issues.
 - i. Review and provide comments on draft documents within one week, unless another timeline is agreed to between the Parties for large, complex documents.
 - ii. Spring 2016: Applicant submits permit applications to City.
 - iii. Spring 2016: Complete SEPA threshold determination.
 - iv. Summer 2016: Complete SEPA compliance, including EIS preparation if necessary.
 - v. Summer 2016: Proposal to City for approval.
 - vi. Fall 2016: Proposal to State Parks Commission for approval

D. Scope/Content

1. Mitigation recommended in the SEPA document(s), if necessary in addition to that proposed by the applicant, shall be identified by the Parties. Mitigation, if necessary, shall be imposed by each agency when the agency makes its substantive, underlying decisions regarding the proposed project. This SEPA Agreement is not intended to limit the City's ability to rely on its comprehensive plan or development regulations for mitigation. WAC 197-11-158.
2. At a minimum, a representative of each party shall review the environmental checklist, if required, and related documentation prior to issuance of all necessary SEPA documents. The Parties will complete this review within one week of receipt of the completed checklist or documentation, unless a longer timeline is agreed to.
3. If an environmental impact statement (EIS) is prepared for the proposal, the Parties shall jointly determine the scope of the EIS and the alternatives to be considered in the EIS so that each party is satisfied that a reasonable range of alternatives is represented. WAC 197-11-448(4). At a minimum, the EIS will include:

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City of Kenmore and State Parks
SEPA Lead Agency Agreement for
Saint Edward State Park Seminary Rehabilitation Proposal

- i. No action and reasonable range of alternatives, including an alternative with lower environmental cost or degradation (WAC 197-11-440(5));
- ii. Cumulative impacts analysis;
- iii. Elements of the natural and built environment identified in WAC 197-11-444 that may be impacted by the proposal;
- iv. Environmentally sensitive or special areas, habitat, other laws, or public health and safety identified in WAC 197-11-330(3)(e) and 197-11-440(6)(d), (e), that may be impacted by the proposal; and
- v. Proposed mitigation.

4. The Parties may adopt, incorporate by reference, or add an addendum to existing analysis to reduce paperwork and the accumulation of background data. WAC 197-11-402(7); 197-11-600. Any environmental documents prepared for the Seminary proposal may be used by the Parties as an existing environmental document for separate proposals. As lead agency, the City shall independently review the content of the existing documents and determine whether the information and analysis is relevant and adequate. RCW 43.21C.034. The City shall provide State Parks an opportunity to comment on the adequacy of existing documents before using existing environmental documents.

IV. DECISION MAKING AND DISPUTE RESOLUTION

- A. The Parties agree to attempt to make decisions by consensus throughout the SEPA process in regards to scope, content, and timing of all SEPA documents. The Parties recognize that the final SEPA document(s) must contain sufficient environmental analysis for informed decision-making of all agencies with jurisdiction. Therefore, information regarding areas of environmental concern, potential mitigation, and reasonable alternatives suggested by either party shall be included in the document(s).
- B. If either party cannot agree on an issue and the lack of consent would prevent their approval of the SEPA documents or otherwise prevent them from meeting their duties prescribed above in Section III.B., they may provide written notification to the other party, identifying the issue under dispute and a suggested resolution. The recipient party shall have the option to agree to the suggested resolution, offer an alternate resolution, or initiate dispute resolution. If dispute resolution is unsuccessful, the Parties may agree to terminate this SEPA Agreement.
- C. If this SEPA Agreement is dissolved, each Party will be assigned lead agency responsibility for the portion of the proposal under their jurisdiction pursuant to WAC 197-11-922 - 938.
- D. Consistent with Section III.B.1, each party will participate in any administrative appeal under KMC 19.35.160, or any judicial appeal, which challenges the environmental review, to the extent the appeal involves an analysis prepared by that party. Either party may, at its discretion, provide additional support. In the event of an appeal, the Parties will cooperate and share responsibilities and

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SEPA Lead Agency Agreement for
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decision-making authority equally, consistent with the City's responsibilities as lead agency for the appeal. Each party will be responsible for its own attorney fees and costs.

V. OTHER PROVISIONS

- A. Except as provided in this SEPA Agreement, nothing in this SEPA Agreement shall be construed as limiting or affecting in any way the authority or legal responsibilities of either of the Parties. This SEPA Agreement is not intended to affect environmental review previously conducted by State Parks, or the separate proposal by the City regarding ballfield development.
- B. Nothing in this SEPA Agreement binds the Parties to perform beyond their respective authorities.
- C. Nothing in this SEPA Agreement requires the Parties to assume or expend funds in excess of available appropriations, authorized by law. Specific activities that involve the transfer of money, services, or property between the Parties shall require execution of separate agreements or contracts.
- D. Amendments to this SEPA Agreement are effective upon written approval of the Parties.
- E. This SEPA Agreement shall become effective upon signature by both Parties. This SEPA Agreement may be executed in counterparts, each of which will be considered an original document.
- F. Either party may terminate this SEPA Agreement by written notice to the other party, which will be effective 30 days after receipt of the written notice. Termination also will occur after completion or withdrawal of the project.
- G. The following persons shall be the designated contact for all communications regarding this SEPA Agreement. The contact person may be updated by written notice.

CITY OF KENMORE

Bryan Hampson
Development Services Director
18120 68th Avenue NE
Kenmore, WA 98028
(425) 398-8900
BHampson@kenmorewa.gov

STATE PARKS

Peter Herzog
Assistant Director, Parks Development
1111 Israel Road SW
Tumwater, WA 98501-6512
(360) 902-8652
Peter.Herzog@parks.wa.gov

- H. This SEPA Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to enforce this SEPA Agreement shall be in the Superior Court for Thurston County, or the Superior Court for King County if agreed to by the Parties.
- I. If either party receives a public disclosure request for project documents prior to termination of this SEPA Agreement, it shall notify the other party of the request within three business days.

This SEPA Agreement is executed by the persons signing below, who warrant they have the authority to execute this SEPA Agreement.

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City of Kenmore and State Parks
SEPA Lead Agency Agreement for
Saint Edward State Park Seminary Rehabilitation Proposal

CITY OF KENMORE

WASHINGTON STATE PARKS

[name, title]

Peter Herzog
Assistant Director, Parks Development

Date: _____

Date: _____

Approved as to form:

Rod Kaseguma, WSBA No. 6622

Martha Wehling, WSBA No. 36295

City of Kenmore Contract No. 16-C1561

SEPA LEAD AGENCY AGREEMENT
BETWEEN
THE CITY OF KENMORE
And
WASHINGTON STATE PARKS
Regarding the
PROPOSED BALL FIELD DEVELOPMENT IN SAINT EDWARD STATE PARK
LOCATED AT 14445 JUANITA DRIVE NE IN THE CITY OF KENMORE

I. PARTIES

This SEPA Lead Agency Agreement ("SEPA Agreement") is entered into by the City of Kenmore (the "City") and Washington State Parks ("State Parks"), collectively, the "Parties", pursuant to WAC 197-11-944.

II. PURPOSE

The purpose of this SEPA Agreement is to assign lead agency responsibilities under the State Environmental Policy Act ("SEPA"), chapter 43.21C RCW, and its implementing regulations, chapter 197-11 WAC, for the concept proposal described below, which will be located on State Parks property, but which will require development permits from the City.

Saint Edward State Park is a 316-acre day use park that was formerly a Catholic Seminary. The Seminary is listed on the National Register of Historic Places. In addition to the former Seminary building, Saint Edward State Park has 3,000 feet of freshwater shoreline on Lake Washington, trails for hiking and mountain biking, five unsheltered picnic areas, a "big toy" playground, and ball fields, horse shoe pits, and a volleyball area.

The City proposes to modify the existing ball fields. A copy of the City's February 23, 2016 proposal presentation is attached to this SEPA Agreement as **Exhibit A** and incorporated by reference. The proposal may include rehabilitation and resurfacing of the two existing ball fields with artificial turf, addition of a third field, and an overlay of two soccer fields and a cricket field. The proposal may also include the addition of artificial lights, modification to existing parking, wetland mitigation, an upgrade to the existing restroom, and tree removal. The City and Parks will also enter into a lease authorizing the City to maintain and use the ball fields. The City's proposal does not include any modifications to the historic Seminary building, shoreline, trails, picnic areas, "big toy" playground, horse shoe pits, volleyball area, or roads.

III. PRINCIPLES OF AGREEMENT

A. The Parties Agree To:

1. Work together to ensure consistency and coordination in the development and preparation of SEPA documents, including:
 - i. Review of documents for adequacy and completeness;
 - ii. Direct preparation of the necessary SEPA documents; and

iii. Identify potential mitigation, if necessary, for project impacts.

2. Work together to involve any other local, state, federal, or tribal agencies and interested parties in the development and review of SEPA documents to ensure a transparent and public process.

3. Work together to identify, as far in advance as possible, actions or problems that might affect the environmental analyses and documentation process.

B. General Duties

1. The City shall act as nominal lead agency pursuant to WAC 197-11-926 and -944. As nominal lead, the City's SEPA ordinance, chapter 19.35 KMC ("Environmental Procedures"), shall apply to the proposal. These procedures include public notice, appeals, and EIS preparation. If an administrative appeal occurs, the process shall be governed by KMC 19.35.160. The City shall be the lead agency for any SEPA challenge, with the assistance of State Parks as provided below in Section IV.D.

2. The Parties, either jointly or independently, may determine that consultant(s) are needed to assist in completing the required SEPA analysis and documentation for this proposal. Consultants shall be hired by the City. The cost of any such consultants shall be the responsibility of the City, unless otherwise agreed by the Parties.

3. Comments on SEPA document(s) shall be received or recorded by the City, and the City shall promptly forward copies to State Parks of transcripts, written comments, or electronic comments.

4. As lead agency, the City shall be responsible for preparation and coordination of the SEPA analysis and identification of the responsible official. The City will provide State Parks with drafts of all SEPA analysis and documentation, and will provide State Parks an opportunity to review and comment before finalizing any documents.

5. As lead agency, the City shall be responsible for ensuring compliance with SEPA's public notice, comment, and hearing requirements. WAC 197-11-502, -510, -535 and implemented and applied by KMC 19.35.100.

6. The City shall be solely responsible for ensuring compliance with its comprehensive plan and development regulations.

7. In all other respects, the Parties shall act as partners in meeting the responsibilities of lead agency under SEPA, with equal standing in all decisions to be made, subject to any restrictions or requirements that are consistent with the City's responsibilities as lead agency.

C. Preparing the Analysis

1. It is expected that the City will provide all relevant information regarding the proposal, environmental impacts, and potential mitigation.
2. Information provided by the City shall be reviewed and supplemented by State Parks, as authorized by law.
3. Any additional analysis identified as necessary by the Parties will be prepared by qualified experts, the cost of which shall be as provided in Section III.B.2.
4. The Parties will endeavor to meet the following benchmarks, but acknowledge that timelines may be affected by appeals or unanticipated issues.
 - i. Review and provide comments on draft documents within one week, unless another timeline is agreed to between the Parties for large, complex documents.
 - ii. Spring 2016: City submits necessary permit applications.
 - iii. Summer 2016: Complete SEPA threshold determination.
 - iv. Fall 2016: Proposal to City and State Parks Commission for approval.

D. Scope/Content

1. Mitigation recommended in the SEPA document(s), if necessary, shall be identified by the Parties. Mitigation, if necessary, shall be imposed by the City when it makes its substantive, underlying decisions regarding the proposed project. This SEPA Agreement is not intended to limit the City's ability to rely on its comprehensive plan or development regulations for mitigation. WAC 197-11-158.
2. At a minimum, a representative of each party shall review the environmental checklist, if required, and related documentation prior to issuance of all necessary SEPA documents. The Parties will complete this review within one week of receipt of the completed checklist or documentation, unless a longer timeline is agreed to.
4. The Parties may adopt, incorporate by reference, or add an addendum to existing analysis to reduce paperwork and the accumulation of background data. WAC 197-11-402(7); 197-11-600. As lead agency, the City shall independently review the content of the existing documents and determine whether the information and analysis is relevant and adequate. RCW 43.21C.034. The City shall provide State Parks an opportunity to comment on the adequacy of existing documents before using existing environmental documents.
5. The Parties anticipate that an Environmental Impact Statement (EIS) will be prepared for the separate Seminary proposal. If the EIS analyzes the environmental impacts for the ball field

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City of Kenmore and State Parks
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Saint Edward State Park Ball Field Proposal

proposal, the City may use existing environmental documents, pursuant to WAC 197-11-600, if doing so reduces paperwork and meets the City's needs, subject to the limitations in III.D.4., above. The City may proceed with the ball field project regardless of the status of the Seminary proposal.

IV. DECISION MAKING AND DISPUTE RESOLUTION

A. The Parties agree to attempt to make decisions by consensus throughout the SEPA process in regards to scope, content, and timing of all SEPA documents. The Parties recognize that the final SEPA document(s) must contain sufficient environmental analysis for informed decision-making of all agencies with jurisdiction. Therefore, information regarding areas of environmental concern and potential mitigation suggested by either party shall be included in the document(s).

B. If either party cannot agree on an issue and the lack of consent would prevent their approval of the SEPA documents or otherwise prevent them from meeting their duties prescribed above in Section III.B., they may provide written notification to the other party, identifying the issue under dispute and a suggested resolution. The recipient party shall have the option to agree to the suggested resolution, offer an alternate resolution, or initiate dispute resolution. If dispute resolution is unsuccessful, the Parties may agree to terminate this SEPA Agreement.

C. If this SEPA Agreement is dissolved, each Party will be assigned lead agency responsibility for the portion of the proposal under their jurisdiction pursuant to WAC 197-11-922 - 938.

D. Consistent with Section III.B.1, the City is the lead for any administrative appeal under KMC 19.35.160, or any judicial appeal, which challenges the environmental review. Parks may, at its discretion, provide support to the City. Each party will be responsible for its own attorney fees and costs.

V. OTHER PROVISIONS

A. Except as provided in this SEPA Agreement, nothing in this SEPA Agreement shall be construed as limiting or affecting in any way the authority or legal responsibilities of either of the Parties. This SEPA Agreement is not intended to affect environmental review previously conducted by State Parks, or the separate proposal regarding Seminary development.

B. Nothing in this SEPA Agreement binds the Parties to perform beyond their respective authorities.

C. Nothing in this SEPA Agreement requires the Parties to assume or expend funds in excess of available appropriations, authorized by law. Specific activities that involve the transfer of money, services, or property between the Parties shall require execution of separate agreements or contracts.

D. Amendments to this SEPA Agreement are effective upon written approval of the Parties.

E. This SEPA Agreement shall become effective upon signature by both Parties. This SEPA Agreement may be executed in counterparts, each of which will be considered an original document.

F. Either party may terminate this SEPA Agreement by written notice to the other party, which will be effective 30 days after receipt of the written notice. Termination also will occur after completion or withdrawal of the project.

G. The following persons shall be the designated contact for all communications regarding this SEPA Agreement. The contact person may be updated by written notice.

CITY OF KENMORE

Bryan Hampson
Development Services Director
18120 68th AVE NE
Kenmore, WA 98028
(425) 398-8900
bhampson@kenmorewa.gov

STATE PARKS

Peter Herzog
Assistant Director, Parks Development
1111 Israel Road SW
Tumwater, WA 98501-6512
(360) 902-8652
Peter.Herzog@parks.wa.gov

H. This SEPA Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to enforce this SEPA Agreement shall be in the Superior Court for Thurston County, or the Superior Court for King County if agreed to by the Parties.

I. If either party receives a public disclosure request for project documents prior to termination of this SEPA Agreement, it shall notify the other party of the request within three business days.

This SEPA Agreement is executed by the persons signing below, who warrant they have the authority to execute this SEPA Agreement.

CITY OF KENMORE

WASHINGTON STATE PARKS

[name, title]

Peter Herzog
Assistant Director, Parks Development

Date: _____

Date: _____

Approved as to form:

Rod Kaseguma, WSBA No. 6622

Martha Wehling, WSBA No. 36295



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

Subject/Topic: Authorize City Manager to Execute Contract 14-C1261 (Amendment #2), an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations Proposed Council Action/Motion: Motion to Authorize City Manager to Execute Contract 14-C1261 (Amendment #2), an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations	For Council Meeting Agenda of: <u>May 23, 2016</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson, Development Services Director</u> <u>Initial & Date</u> Approved by Department Head: <u>[Signature] 5/12/16</u> Approved by City Attorney: <u>N.A.</u> Approved by Finance Director: <u>[Signature] 5/12/16</u> Approved by City Manager: <u>[Signature]</u> Exhibit: Amended Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations, Contract No. 14-C1261 (Amendment #2).
Expenditure Required \$NA Amount Budgeted \$NA Appropriation Required \$NA	
<u>INFORMATION/BACKGROUND:</u> On October 13, 2014, the Council authorized the City Manager to Execute Contract 14-C1261, an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations. The original agreement was initially for a period of six (6) months. On July 13, 2015 the agreement was extended another year. Staff recommends extending the agreement another year, through June 2017. Same as before, during this period Puget Sound Clean Air Agency may still respond to and investigate air quality complaints within Kenmore. Kenmore will be authorized, on a non-exclusive basis, as Kenmore staff time and resources permit at the sole discretion on the Kenmore City Manager or his/her designee, and on behalf of the Puget Sound Clean Air Agency, to conduct odor complaint investigation activities detailed in the Agreement.	
<u>FISCAL CONSIDERATION:</u> Resources needed to respond and conduct odor complaint investigations.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To continue to improve the quality of life throughout the City.	

2016-002-2

**INTERLOCAL AGREEMENT FOR COOPERATIVE ODOR
COMPLAINT INVESTIGATIONS**

City of Kenmore Contract No. 14-C1261 (Amendment #2)

THIS INTERLOCAL AGREEMENT FOR COOPERATIVE ODOR COMPLAINT INVESTIGATIONS is made and entered into on this ____ day of June, 2016, by and between the City of Kenmore [hereinafter "Kenmore"], a municipal corporation, and the Puget Sound Clean Air Agency [hereinafter "PSCAA"], a multicounty public agency.

RECITALS:

A. The PSCAA is a multicounty air pollution control agency organized and activated in accordance with Chapter 70.94 RCW. Kenmore is located within the boundaries and the jurisdiction of the PSCAA.

B. The purpose and the public policy of the PSCAA is to secure and maintain such levels of air quality as will protect human health and safety, to prevent injury to plant and animal life and property, and to foster the comfort and convenience of the area's inhabitants.

C. Pursuant to the authority of RCW 70.94.141, the PSCAA has previously adopted Regulation 1 to control the emission of air contaminants from all sources within the agency's jurisdiction, to provide for the uniform administration and enforcement of said Regulation, and to carry out the requirements and purposes of the Washington Clean Air Act and the Federal Clean Air Act.

D. Section 9.11 of said Regulation 1 states, in part, as follows:

- (b) With respect to odor, the Agency may take enforcement action under this section if the Control Officer or a duly authorized representative has documented all of the following:
 - (1) The detection by the Control Officer or a duly authorized representative of an odor at a level 2 or greater, according to the following odor scale:
 - level 0 - no odor detected;
 - level 1 - odor barely detected;
 - level 2 - odor is distinct and definite, any unpleasant characteristics recognizable;
 - level 3 - odor is objectionable enough or strong enough to cause attempts at avoidance; and
 - level 4 - odor is so strong that a person does not want to remain present.

- (2) An affidavit from a person making a complaint that demonstrates that they have experienced air contaminant emissions in sufficient quantities and of such characteristics and duration so as to unreasonably interfere with their enjoyment of life and property; and
- (3) The source of the odor.

E. Kenmore and the PSCAA have determined that their mutual goal of ensuring clean air for Kenmore's citizens would be more efficiently attained if some of the odor complaint investigations described in Regulation 1, Section 9.11 (b) could be conducted by Kenmore within its jurisdiction, on behalf of the PSCAA.

F. Kenmore and the PSCAA are desirous of entering into an agreement to memorialize the terms and conditions under which Kenmore may conduct said odor complaint investigations on behalf of the PSCAA. In compliance with and under the authority of Chapter 39.34, RCW, the purpose of this Agreement is to specify said terms and conditions.

G. Given that (1) promoting and enforcing air quality is the primary responsibility of the PSCAA and not of Kenmore, (2) Kenmore is not mandated by State Law to investigate or enforce air quality complaints on behalf of the PSCAA, (3) Kenmore has limited resources, and (4) the full impact and workload requirement for Kenmore to handle air quality complaint investigations is unknown, this Agreement should be considered a temporary trial arrangement with a fixed end date and with the right of Kenmore or the PSCAA to terminate this Agreement at any time within the parameters set forth below.

Now, therefore, in consideration of the mutual promises made herein, it is hereby agreed as follows by the parties:

1. Odor Complaint Investigations. The PSCAA hereby authorizes Kenmore, on a non-exclusive basis, as Kenmore staff time and resources permit at the sole discretion of the Kenmore City Manager or his/her designee, and on behalf of the PSCAA, to conduct odor complaint investigation activities detailed in Regulation 1, Section 9.11(b) of the PSCAA, including but not limited to:

1.1 Quantifying the odor detected according to the following scale, on a written form furnished by the PSCAA:

- level 0 - no odor detected;
- level 1 - odor barely detected;
- level 2 - odor is distinct and definite, any unpleasant characteristics recognizable;
- level 3 - odor is objectionable enough or strong enough to cause attempts at avoidance; and
- level 4 - odor is so strong that a person does not want to remain

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present.

1.2 Interviewing the complainant(s) and obtaining from him/her/them a signed affidavit or other formal statement which describes the odor, the source of the emission, the person who the complainant believes is responsible for causing or allowing the odor, and distress or ill effects caused by the odor. Said affidavit or statement shall be completed on a form furnished to Kenmore by the PSCAA.

1.3 Determining and documenting the source of the odor, to the best of Kenmore's knowledge.

1.4 Prior to any investigation conducted by Kenmore, PSCAA shall provide all necessary training to Kenmore personnel who are tasked with conducting such investigations.

2. Submittal to PSCAA. With respect to each individual complaint, at such time as Kenmore has completed the investigation activities described in Section 1 above, Kenmore shall submit to the PSCAA any written documentation pertaining to said complaint. In its sole discretion, the PSCAA shall then determine whether or not to initiate any enforcement action.

3. Other Remedies. Nothing in this Agreement shall be construed to impair any cause of action or legal remedy which Kenmore may have for injury or damages arising from the emission of any odor in such place, manner or concentration as to constitute air pollution or a nuisance.

4. Agency Authority. Except as otherwise provided herein, neither party shall have agency authority to act for or bind the other party in any matter. This Agreement does not preclude or discourage the PSCAA from responding to and investigating air quality complaints within Kenmore. The PSCAA recognizes that Kenmore may not have the time and resources, given other competing Kenmore priorities, to respond to all air quality complaints in Kenmore.

5. Responsible Official. The Kenmore official responsible for conducting odor complaint investigations shall be the City Manager or his/ her designees. For purposes of Regulation 1, Section 9.11(b), said official(s) shall be the "duly authorized representative" of the PSCAA referenced therein.

6. Financing. The cost of conducting the odor complaint investigations performed by Kenmore described in Section 1 above shall be borne exclusively by Kenmore. The cost of any enforcement action taken as a result of the investigation shall be borne exclusively by the PSCAA.

7. Administrator. The administrator of this Agreement shall be Kim Cole of the PSCAA, or his successor, and he or his successor shall be responsible for administering the cooperative undertaking described herein.

8. Duration and Termination. This Agreement shall continue in full force and effect from the effective date of this Agreement through June 30, 2017; provided that at any time during this Agreement either party may give the other party thirty (30) days written notice of the former's intent to terminate this Agreement. Upon the termination of this Agreement, Kenmore shall submit to the PSCAA any written documentation secured with respect to an ongoing complaint investigation.

9. Notices. All notices and other communications hereunder shall be deemed to have been duly given if delivered or mailed, certified mail, with postage prepaid (a) if to Kenmore, to:

City of Kenmore
Bryan Hampson
Development Services Director
18120 68th Ave NE
Kenmore, WA 98028

or to such other person or place as Kenmore shall furnish to the PSCAA in writing, or (b) if to the PSCAA, to:

The Puget Sound Clean Air Agency
Kim Cole
Supervising Inspector
1904 Third Ave, Ste 105
Seattle, WA 98101

or to such other person or place as the PSCAA shall furnish to Kenmore in writing.

10. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. Counterparts. This Agreement may be signed in two counterparts and, if so signed, shall be deemed one integrated Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

13. Amendment. This Agreement may not be modified or amended except by writing signed by both parties hereto.

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14. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns, but no right or obligation arising hereunder may be assigned or transferred by any party without the prior written consent of the other party.

15. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state of Washington.

16. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

17. Filing. Pursuant to RCW 39.34.040, this Agreement shall be filed with the King County Division of Records or alternatively, listed by subject on the PSCAA and Kenmore web sites or other electronically retrievable public sources.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

CITY OF KENMORE

PUGET SOUND CLEAN AIR AGENCY

By: Rob Karlinsey
Title: City Manager
Date: _____

By: Steve Van Slyke
Title: Director – Compliance & Legal
Date: _____

APPROVED AS TO FORM BY:

APPROVED AS TO FORM BY:

Rod Kaseguma, City Attorney
Date: _____

Jennifer Dold, General Counsel
Date: _____

Subject/Topic: Hearing Examiner Services; Two-year contract with option to renew annually. Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 16-C1558 with Olbrechts and Associates, PLLC for Hearing Examiner services.	For Council Meeting Agenda of: <u>May 23, 2016</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> <u>Initial & Date</u> Approved by Department Head: <u>BA 5/13/16</u> Approved by City Attorney: <u>✓ RK/DR 5/13/16</u> Approved by Finance Director: <u>Qing 5/13/16</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: I. Contract No. C16-1558 with Exhibits	
Expenditure Required \$	Amount Budgeted \$20,000 budgeted in 2015-16 biennial budget	Appropriation Required \$
<u>INFORMATION/BACKGROUND:</u> Ordinance No. 98-0027 established the Hearing Examiner system, which is now codified in Chapter 19.30 in the Kenmore Municipal Code. Section 19.30.030 provides for appointment of a hearing examiner by the City Manager, subject to authorization by the City Council. The City initiated a competitive bidding process via a Request for Proposal (RFP) for hearing examiner services earlier this year. Three firms submitted responses to the RFP. Following the interview process, the interview panel recommended contracting with Olbrechts and Associates, PLLC for Hearing Examiner services.		
<u>FISCAL CONSIDERATION:</u> NA		

the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant 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. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

A. Each of the Parties, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, agents and volunteers, while acting within the scope of their employment as such, from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorney's fees, arising out of or in any way resulting from, that Party's own acts, errors or omissions which may arise in connection with its performance under this Agreement.

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

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

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

7. Insurance. The Consultant shall procure and maintain for the duration of 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 Consultants and personal injury and advertising injury. The City

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

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

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

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

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

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 other such 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 the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 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. This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

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, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City. Consultant has written consent to use Emily Terrell and its other subcontractors at the rates specified in this agreement to assist in the preparation and proofing of decisions. Emily Terrell may conduct hearings at the request and/or 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 provisions 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:

Olbrechts & Associates, PLLC
18833 74th St. NE
Granite Falls, WA 98252
Phone No.: (206) 650-7268

18. Applicable Law; Venue; Attorney's 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 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 attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

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

CONSULTANT:

BY: _____

Title: _____

Date: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey

Title: City Manager

Date: _____

City of Kenmore Contract No. 16-C1558

Exhibit A

Scope of Work

Consultant shall provide City with hearing examiner services as set forth in the Kenmore Municipal Code. Without limiting the foregoing, Consultant shall also perform the following:

- A. Consultant shall perform all duties in a manner consistent with accepted practices for municipal examiner services and shall conform with all required ethical standards.
- B. Consultant shall interpret, review and implement the City's land use regulations, policies, plans, and the pertinent and appropriate provisions of the Kenmore Municipal Code.
- C. Consultant shall provide his/her own transportation for all Services, including to and from public hearings and to and from any sites to be visited. Consultant shall visit sites as necessary to render informed and accurate decisions.
- D. Hearing dates and times will be arranged with the Consultant on an as needed basis, recognizing there will be times when Consultant cannot serve because of illness, vacation, conflict of interest, or similar reasons.
- E. Consultant shall provide City with all decisions via electronic .pdf signed copy. Final decisions shall be provided within ten working days of the conclusion of a hearing unless the Applicant, Appellant, or City and the examiner agree otherwise.
- F. Development Code review as requested by City.

City shall provide the following related to performance of the Services:

- A. A hearing room and facilities, including recording equipment and sound system, along with a clerk or equivalent for each hearing.
- B. Copying, distribution and record keeping services as required by City regulation and state law.
- C. A current copy of relevant City plans, policies, codes, maps, data, regulations, standards, and guidance documents, including current amendments thereto, in hard or electronic form.
- D. A hearing packet containing the City's staff report and exhibits, which may include but is not limited to pertinent applications, maps, site plans, applicant submittals, SEPA information, analyses, and departmental staff reports.
- E. City will provide notices of hearings and other actions as required by City regulations and state law, and will schedule all hearings and other events. City will notify Consultant of upcoming schedules and will check with Consultant as appropriate to such activities.

City of Kenmore Contract No. 16-C1558

Exhibit B

Compensation

Phil Olbrechts: \$165 per hour.

Emily Terrell: \$125 per hour.

Subcontract attorneys pre-approved by the client: \$150 per hour.

Contract decision writers and legal interns: Up to \$65 per hour.

Hearings to be billed at a minimum of one hour.

Billing to be done in 1/10 hour increments.

No travel time.

Mileage at IRS rate.

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

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

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

EXHIBIT D
**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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <u>one</u> of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT E

Nondiscrimination Agreement.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiations, made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the contractor may request WSDOT enter into such litigation to protect the interests of the State and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.



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

Subject/Topic: Amendment #1 to Contract 16-C1496 with Bruce Dees & Associates related to the ballfield renovation design for St. Edward State Park	For Council Meeting Agenda of: 5/23/16 Department: Community Development Prepared by: Debbie Bent, Community Development Director								
Proposed Council Action/Motion: Motion authorizing the City Manager to execute Amendment #1 in the amount of \$20,000	<table border="0"> <tr> <td>Approved by Department Head:</td> <td><u>DS 5/13/16</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td></td> </tr> <tr> <td>Approved by Finance Director:</td> <td><u>June 5/13/16</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td><u>[Signature]</u></td> </tr> </table> Exhibits/Attachments: 1. Contract no 16-C1496	Approved by Department Head:	<u>DS 5/13/16</u>	Approved by City Attorney:		Approved by Finance Director:	<u>June 5/13/16</u>	Approved by City Manager:	<u>[Signature]</u>
Approved by Department Head:	<u>DS 5/13/16</u>								
Approved by City Attorney:									
Approved by Finance Director:	<u>June 5/13/16</u>								
Approved by City Manager:	<u>[Signature]</u>								
Expenditure Required \$63,500	Amount Budgeted \$0	Appropriation Required: See Fiscal Consideration below							
INFORMATION/BACKGROUND: Contract 16-C1496 (\$43,500) with Bruce Dees & Associates was executed 1/11/16 to prepare a ballfield design for renovating the existing ballfields at St. Edward State Park. Amendment #1 for \$20,000 (total contract amount \$63,500) is to cover the cost of additional work (\$12,116.25) not anticipated in the original contract to prepare for the 2/23/16 open house, 3/31/16 meeting with the State Park Commission and the remainder to finish the 60% design work. An additional amendment will be needed to complete the project through construction and this will be brought forward for Council consideration at a future date based on updated cost estimates which are currently being prepared. At the 11/8/15 Council meeting it was Council consensus to move forward with preparing documents for SEPA, design and providing costs for the ballfield improvements. At the 1/11/16 Council meeting, Council direction was to move forward with a two ballfield design approach. On 2/23/16 the City hosted an open house to share the preliminary design concept prepared by Bruce Dees & Associates. Staff has been working with the following consultants to prepare design drawings and supporting documentation under the City Manager's contracting authority. Consultant Contracts: Total amount to date \$132,289 (includes Amendment #1 to Contract 16-C1496) - Contract 16-C1496: \$63,500 with Bruce Dees & Associates for preparing the 60% design drawings. - Contract 16-C1494: \$6,795 with Group4 for survey work. - Contract 12-C1082 Task 35: \$18,408 with Perteet for civil engineering work (surface water and parking) - Contract 16-C1499: \$34,939 with ESA for environmental work (wetland delineation, critical area report, tree plan). - Contract 15-C1488 Task 6: \$8,646 with KPFF for traffic study and parking demand Council direction 11/8/15 was for Staff to look into what is necessary to assume control of ballfield improvements and maintenance. On 1/22/16 a Memorandum of Understanding (MOU) was executed between the City and the State Parks Commission. The MOU stated that both parties will prepare a long-term solution with final approval by the Commission whereby the City improves, manages and maintains the ballfields. On 3/31/16 Staff gave a presentation to the State Park Commission on the status of the design and draft lease									

terms. A SEPA determination is required prior to execution of the lease and issuance of permit decisions. Once the City has executed a SEPA lead agency agreement with State Parks then staff will continue preparing SEPA and permit documentation.

FISCAL CONSIDERATION: At the 1/11/16 Council meeting staff noted that the St. Edward athletic field renovation design will be identified as a new park project in the Park Capital Improvement Program (CIP) for 2016. Staff will be bringing forward a CIP amendment at a future Council meeting. The preliminary cost estimate for the two ballfield design including turf and lighting presented to Council 1/11/16 was \$2,216,703. The cost was refined (presented to Council 2/22/16) during the Imagine Kenmore process when the ballfield renovation was identified as a potential park improvement project, cost estimated at \$3,000,000 (\$2,600,000 construction, \$400,000 administration/permit cost) plus \$44,000 estimated annual maintenance cost. The ballfield renovation is not part of the “walkways/waterways” bond package measure.

Staff is also pursuing two grant applications totaling \$750,000 with the State Recreation and Conservation Office. The grant applications are based on a total project cost of \$2.5 million (lighting not included).

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council goal #8: To continue to implement a Parks Improvement and Financial Plan. The 2013 adopted Park Recreation and Open Space (PROS) plan calls for a diversity of park and recreation facilities and a balance of opportunities for both passive and active recreation.

Attachment 1

City of Kenmore Contract No. 16-C1496

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City"), and Bruce Dees & Associates, LLC ("Consultant") whose principal office is located at 222 East 26th Street, Suite 202, Tacoma, WA 98421.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

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 lump sum not to exceed \$43,500 with payments made each month on a percent of completed work.

___ 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 December 22, 2015 and ending, December 22, 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.

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. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

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

B. The City shall protect, defend, indemnify and hold 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, errors 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 additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.
- B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. Other Insurance Provision. The 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. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
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 other such 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 the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 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. This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide

products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

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, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the 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 provisions 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:

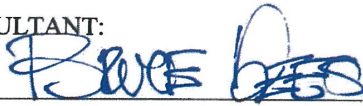
Bruce Dees
Bruce Dees & Associates, LLC
222 East 26th Street, Suite 202
Tacoma, WA 98421

18. Applicable Law; Venue; Attorney's 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 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 attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

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

CONSULTANT:

BY:



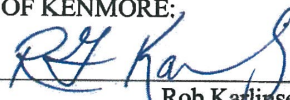
Bruce Dees

Title: Principal

Date: _____

CITY OF KENMORE:

BY:



Rob Katlinsey

Title: City Manager

Date: 1-13-16

**CITY OF KENMORE
SPORTS FIELDS AT ST. EDWARD STATE PARK
EXHIBIT 'A'
SCOPE OF WORK
DECEMBER 22, 2015**

The City of Kenmore is requesting the following work completed to support a lease agreement with State Parks. The City would like this work to be completed by mid to late January if possible.

Bruce Dees & Associates (BDA) will provide professional services to the City of Kenmore (Client) for preparation of contract drawings, specifications and estimated probable cost of construction, bidding phase and construction review.

Bruce Dees, FASLA, will be the Project Manager, coordinating the overall efforts of the firm and will be assisted by Brian Patmode for construction review.

All final drawings will be produced on AutoCAD. Coordination of all drawings and contract documents will be by Bruce Dees & Associates.

SCOPE OF WORK

Preparation of design plans and documents for two under drained, natural turf athletic fields at St. Edward State Park. The two fields shall be regulation little league size and accommodate an overlay of two soccer fields with dimensions of 240' x 120' and a cricket pitch including:

By Bruce Dees & Associates

- Layout and materials plan
- Clearing & erosion control plan and details
- Grading and drainage plan
- Drainage section and details
- Site section and details
- Irrigation specifications and provisions
- Color drawing (similar to the one prepared for the three field concept) showing existing field area and area of improvements
- Updated cost estimate at the completion of design

By Other Consultants Not Included (Work by other consultants will be necessary for permitting)

- Existing site topographic survey showing critical areas delineated and surveyed trees
- Parking layout and specifications (to be determined).
- Surface water drainage report
- Critical area report and mitigation plan
- Tree protection plan
- SEPA Checklist

Work by other subconsultants not included:

Environmental Consultant – to update the critical area report and mitigation plan, SEPA checklist, prepare a tree protection plan (an arborist needs to prepare the tree plan) and permit application.

Surveyor – Once the wetland boundary on the east edge of the ballfields is delineated, the flags need to be surveyed. Also, the trees survey needs to be updated as tree regulations have changed since the 2004 survey. Trees meeting the definition in KMC18.20.3082 need to be on the survey. Common and botanical names of trees need to be included. Trees proposed to remain and be removed also need to be identified.

Civil Engineer – to prepare a drainage plan to comply with surface water regulations.

Traffic Engineer – to update parking requirements or traffic generation, if needed.

MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC)

The target budget MACC excluding sales tax, special testing, construction contingency, and utilities fees is to be determined.

DESIGN PROGRAM

Two under drained and irrigated natural turf sports fields as generally shown on the attached plan, Schedule 'C'.

I. SCHEMATIC/DESIGN DEVELOPMENT

This portion of the design was completed previously by BDA in 2007 under a separate contract.

II. CONSTRUCTION DOCUMENTS

A. Design Standards

Design standards shall be per adopted City of Kenmore "Design & Construction Standards".

B. Construction Drawings

Based on the design development decisions, final construction plans will be prepared. Construction drawings will be developed as follows:

Composite Site Plan: This plan will provide an overall view of the entire project area, contractor access, and staging area.

Clearing, & Erosion Control Plans: This plan will show the extent of the clearing for the site. This plan will show grading and temporary erosion control.

Layout and Materials Plan: This plan will be developed at a scale of 1" = 20'. It will show layout of all field critical dimensions, and detail callouts.

Grading & Drainage: These plans will be developed at a scale of 1" = 20'. It will show finish grade elevations, including spot elevations, locations of subdrainage and catch basins.

Site Sections & Details: These plans will show cross sections for backstops and various site details. Details will be referenced from the plans as well as from the details to the plans.

Irrigation: These plans will include the areas that fit within the MACC. The drawings will be accompanied by the appropriate details. ***Note: All equipment shall meet City of Kenmore standards.***

Planting Plans: These drawings will show seeding of the fields. Does not include the tree plan which will be done by an arborist as extra work.

C. Specifications and Project Manual

Specifications for the work will be developed in the CSI (Construction Specification Institute) format. The project manual will utilize the Client's boilerplate, or boilerplate by Bruce Dees & Associates – as directed by the client.

D. Cost Estimate

A final probable cost of construction will be prepared prior to finalizing a bid proposal format. This estimate will be the basis for establishing the lump sum bid proposal, base bid, and alternates.

E. Client Review

We will submit formal review construction drawings at 75% and 100% completion.

F. Meetings

Will attend two review meetings with the client, two public meetings and one Council meeting.

G. Products

1. Full-size drawings and specifications for each review.
2. Cost estimate at 100% complete.
3. Final drawings will be sealed by a landscape architect as required.

H. Construction Permit

1. Not included.

PROVIDED BY CLIENT

1. Site Access

Rights-of-entry upon all lands necessary for the performance of the above described Scope of Services.

2. Geotechnical Investigation

The Client will provide a geotechnical study if required for permitting and any testing that may be required for design or during construction.

3. Permit Coordination

The SEPA Checklist and Grading Applications and all wetland mitigation design and related work will be by the Client. Any additional permitting and regulatory coordination that may be required shall be completed by the Client.

4. Survey

The Client has obtained a topographic survey of the site. The Client will contract directly with a surveyor for any additional survey that may be required the surveyor.

EXTRA WORK

1. Expanded Scope of Work

If during the course of the project, the Client elects to expand the Scope of Work or increase in the MACC, design fees for the additional work shall be negotiated.

2. Schedule

In the event the schedule through the construction document phase is extended by the Client, fees for additional time shall be negotiated.

3. Phased Development

The Scope of Work is based on a single-phase construction phase. In the event the Client elects to divide the project into multiple construction phases, the fees for additional work to prepare the additional construction documents, bidding, and construction review shall be negotiated.

4. Additional Construction Review

In the event the estimated construction review time is exceeded as a result of the time of completion being extended, fees for the additional time and expenses shall be negotiated.

5. Project Limits

The Scope of Work assumes the project limits shown on Option "F" attached. Any design outside the boundary shall be considered Extra Work.

6. Record Drawings

The contract documents will require the contractor to maintain marked up prints as record drawings. If the client would like those record changes made as electronic changes to the original drawings the fees for the additional time and expenses shall be negotiated.

EXHIBIT 'B'
CITY OF KENMORE
SPORTS FIELDS AT ST. EDWARD STATE PARK
DECEMBER 22, 2015

Fees

The scope of work will be provided on a lump sum basis with payments made each month on a percent of completed work.

	<u>Task</u>	<u>Amount</u>
I.	Construction Documents	\$43,500.00

EXHIBIT 'C'

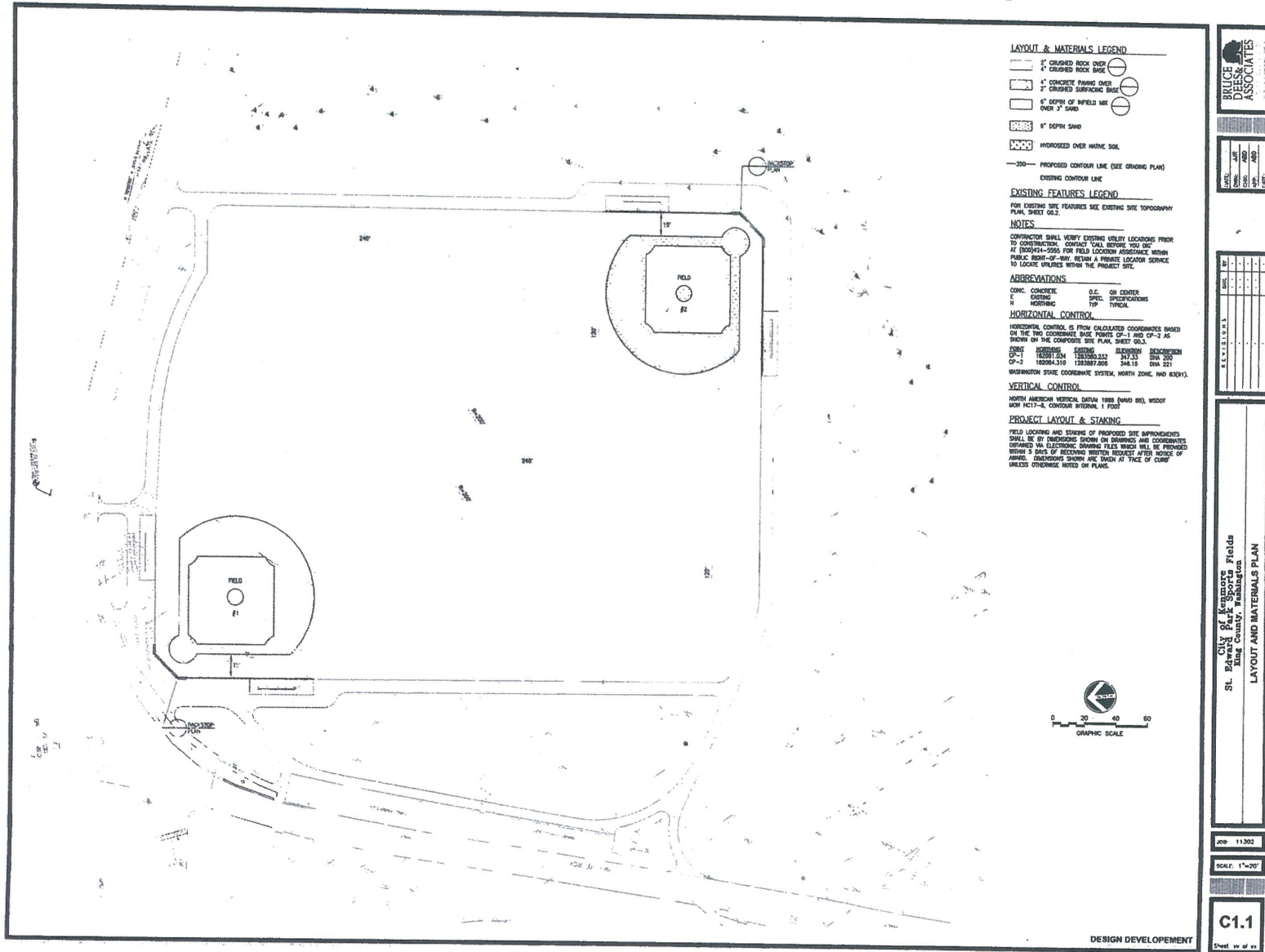


EXHIBIT B

Rates for Services to be Provided by Contractor. The Contractor shall furnish the services in accordance with the following rates: (See attached)

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

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

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

 Date

 Authorized Signature (Required)



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

Subject/Topic: Amendment #1 to Contract 16-C1545 with Aquatechnex for control of aquatic weeds Proposed Council Action/Motion: Motion authorizing the City Manager to execute amendment #1 to Contract 16-C1545 with Aquatechnex in an amount not to exceed \$32,640 for aquatic weed control	For Council Meeting Agenda of: 05/23/16 Department: <u>Executive</u> Prepared by: Debbie Bent, Community Development Director Approved by Department Head: _____ Approved by City Attorney: <u>N/A.</u> Approved by Finance Director: _____ Approved by City Manager: <u>PJK</u> Initial & Date Exhibits/Attachments: 1. Aerials showing treatment areas			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Expenditure Required \$32,640 (amendment #1). Total contract \$38,640</td> <td style="width: 33%;">Amount Budgeted: see fiscal consideration</td> <td style="width: 33%;">Appropriation Required see fiscal consideration</td> </tr> </table>		Expenditure Required \$32,640 (amendment #1). Total contract \$38,640	Amount Budgeted: see fiscal consideration	Appropriation Required see fiscal consideration
Expenditure Required \$32,640 (amendment #1). Total contract \$38,640	Amount Budgeted: see fiscal consideration	Appropriation Required see fiscal consideration		
<u>INFORMATION/BACKGROUND:</u> At the 5/23/16 Council meeting, staff recommends that Council pass a motion authorizing the City Manager to execute amendment #1 to the Aquatechnex contract to complete herbicide treatment of aquatic weeds including Brazilian Elodea and Eurasian watermilfoil for 28 acres (\$1,100/acre) in areas of the Sammamish River and north shore Lake Washington (see attachment #1 showing treatment areas). Additional costs include a 5% contingency (\$1,540) and mobilization fee (\$300) for a total cost of \$32,640. Contract 16-1545 with Aquatechnex was executed 5/6/16 for \$6,000 under the City Manager's contracting authority to begin development of an aquatic weed control program. The contractor is responsible for obtaining required permits and providing required notices. Background: The following information was provided by an Aquatic Specialist in the Water Quality Program of the Department of Ecology which outlines how impacts to fish are avoided or mitigated. The Aquatic Plant and Algae Management General Permit. In general there are three main considerations that lead to the protection of fish during a pesticide treatment. There is always a possibility of human error or misuse of herbicides but if the conditions in the permit and the FIFRA label are followed then Ecology does not expect impacts to fish. 1) Applications must be conducted by a licensed pesticide applicator certified in aquatic pesticide use. This is overseen by WSDA (http://agr.wa.gov/pestfert/licensinged/). 2) Applicators must comply with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) product label. This is overseen by EPA (https://www.epa.gov/laws-regulations/summary-federal-insecticide-fungicide-and-rodenticide-act). 3) Permittees must follow all conditions in the Aquatic Plant and Algae Management Permit. The Washington Department of Ecology is responsible for issuance of the Aquatic Plant and Algae Management General Permit (http://www.ecy.wa.gov/programs/wq/pesticides/final_pesticide_permits/aquatic_plants/aquatic_plant_permit_index.html). The Ecology permit, during development, is guided by an Environmental Impact Statement (EIS) and for most active ingredients, a risk assessment. The EIS and risk assessments identify potential environmental impacts, such as impacts to fish, which may be caused by the application of specific pesticide active ingredients. Additionally, the EIS identifies potential mitigations to incorporate into the permit. EIS's and risk assessments can be found here: http://www.ecy.wa.gov/programs/wq/pesticides/seis/risk_assess.html				

Permit Special Condition S4.D.7 on pg 18 requires Permittees to follow Washington Department of Fish and Wildlife (WDFW) fish timing windows for the protection of salmon, steelhead and bulltrout as well as priority habitats and species. The fish timing window requirement only applies to specific chemicals that have the potential to impact fish. The chemicals that must implement the fish timing windows are given in tables 3 and 4. The fish timing window document can be found here:
http://www.ecy.wa.gov/programs/wq/pesticides/final_pesticide_permits/aquatic_plants/permitdocs/wdfwtiming.pdf.

The permit prohibits treatment that causes oxygen depletion to the point of stress or lethality to aquatic biota from plant or algae die-off, the mortality of aquatic vertebrates, or unintended impacts to water quality or biota are prohibited (Special Condition S4.A).

Permit General Condition G6 states: *Nothing in this permit must be construed as excusing the Permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations.*
 This condition is applicable to state and federal endangered species laws that apply to protected fish populations.

There are also non-compliance reporting requirements that require Permittees to notify Ecology when they are not able to comply with all permit conditions. This would require a Permittee to notify Ecology if stress or mortality to fish were to occur.

FISCAL CONSIDERATION: Given the improved fiscal balance in the General Fund, Staff will bring forward a budget amendment in the fall to include the \$38,640 during the biennium budget amendment process.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Policy LU24.7.1 in the Shoreline Element of the Comprehensive Plan “Kenmore should allow for habitat and natural system enhancement projects that include but are not limited to: 1. Modification of vegetation; 2. Removal of non-native or invasive plants.

Attachment 1

Exhibit C

Maps Showing Location of Herbicide Treatment Areas

Estimated Areas for Aquatic Weed Control

All areas shown are on the north end of Lake Washington or along the Sammamish River in Kenmore. Square feet are estimates.

This next image shows Sammamish River shoreline at Rhododendron Park next to and under the 68th Avenue NE bridge:



The image below shows Squires Landing Park at the confluence of Swamp Creek and the Sammamish River:



This image shows the shoreline of City-owned Inglewood Wetlands on Lake Washington and near the Inglewood Golf Club:





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

Subject/Topic: Settlement Agreement Between Kiewit/General/Manson, Lakepointe, Inc., Pioneer Towing, Co. and City of Kenmore	For Council Meeting Agenda of: 23 May 2016 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: right;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: right;">NKS 20 May 2016</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;">POK 5/20/2016</td> </tr> </table>		<u>Initial & Date</u>	Approved by Department Head:	NKS 20 May 2016	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	POK 5/20/2016
	<u>Initial & Date</u>										
Approved by Department Head:	NKS 20 May 2016										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	POK 5/20/2016										
Proposed Council Action/Motion: Authorize the City Manager to Execute Settlement Agreement Between Kiewit/General/Manson, Lakepointe, Inc., Pioneer Towing, Co. and City of Kenmore	Exhibits/Attachments: 1. Proposed Settlement Agreement										
Expenditure Required \$	Amount Budgeted \$	Appropriation Required \$									
<u>INFORMATION/BACKGROUND:</u> The proposed Settlement Agreement addresses the plan by Kiewit/General/Manson to use the Kenmore Yard on the Lakepointe property for decommissioning of the old SR 529 Bridge, as first presented to the City Council on March 14, 2016. The contractor has used the site since 2012 to fabricate and transport components of the new SR 520 Bridge to the bridge site. KGM's earlier plan to break down/rubblize bridge material once it arrived in Kenmore by barge was not allowed by City code and raised concerns about noise, dust and environmental risks. The City Manager communicated the denial decision to KGM and WSDOT in late March 2016. KGM and Lakepointe, Inc/Pioneer Towing Co. (the property owner) challenged the denial decision to King County Superior Court. The City challenged the Washington State Department of Transportation (WSDOT) and Federal High Way Administration (FHWA) NEPA/ SEPA Environmental Reevaluation Document that was issued on April 20, 2016, over a month after KGM briefed the City Council on their plan. The City also submitted comments to the Department of Ecology on KGM's application for a Construction Stormwater Permit. The proposed Settlement Agreement achieves City objectives in ensuring that demolition of the old SR 520 Bridge does not occur in Kenmore, and the bridge contractor observes all applicable laws and regulations. Key features of the Agreement include:											

- Breaking down/rubblization of concrete bridge components will be done on barges that are positioned south of the City's southernmost boundary
- The barges will dock at Kenmore and the material will be directly transferred to trucks. The concrete material will not touch the ground during the transfer
- Dust control measures
- Hours of work restrictions and noise monitoring (this includes reduced-noise back up signals on the equipment used to transfer the materials to trucks)
- One designated haul route through Kenmore will be used
- Trucks hauling the material will observe weight limits and will cover loads leaving the Kenmore Yard.
- On site inspections and monitoring will be allowed

Approximately 25% of the old bridge structure will be transported through Kenmore. The rest of the structure has been or will be transported through other locations. The transport activity in Kenmore is expected to begin in June and should be completed in December 2016.

Kenmore has played a key role in cost savings on the bridge project for Washington taxpayers and the bridge contractor, and will continue to support regional transportation solutions, as long as all applicable laws and regulations are followed, and the well-being of Kenmore's residents, businesses and visitors is protected.

FISCAL CONSIDERATION:

Kenmore has not received tax revenues related to the bridge construction.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

3. To continue to seek funding and mitigation for State impacts on the City's transportation system.
4. To continue to seek opportunities to complete a successful LakePointe project.

**SETTLEMENT AGREEMENT BETWEEN KIEWIT-GENERAL-MANSON,
LAKEPOINTE, INC., PIONEER TOWING, CO., AND
CITY OF KENMORE**

Kiewit-General-Manson, a Joint Venture (“KGM”), LakePointe, Inc., Pioneer Towing, Co. (collectively, “LakePointe”) and the City of Kenmore, a municipal corporation of the State of Washington (“City”) (individually each referred to as a “Party” and together the “Parties”) hereby enter into this Settlement Agreement.

RECITALS

- A. KGM is under contract with the Washington State Department of Transportation (“WSDOT”) to replace the old SR 520 floating bridge across Lake Washington with a new bridge, and to remove the old bridge from the Lake (the “520 Bridge Project”).
- B. Since early 2012 KGM has leased lakefront property (the “Kenmore Yard”) in the City of Kenmore that is owned by LakePointe, and has used this Kenmore Yard as the staging area for its work for the WSDOT 520 Bridge Project.
- C. On March 28, 2016, City Manager Rob Karlinsey sent a letter (“Letter Decision”) to KGM that states that KGM’s work in connection with the 520 Bridge Project, relating to decommissioning and removing the old SR 520 bridge pursuant to its contract with WSDOT is not within the scope of nonconforming industrial use rights associated with the Kenmore Yard.
- D. On April 18, 2016, KGM filed and served its “First Amended LUPA Petition, Request for Declaratory Relief, and Petition for Constitutional Writ of Review,” King County Cause No. 16-2-08900-3SEA (the “KGM Appeal”). The KGM Appeal challenges and appeals the City Manager’s Letter Decision.
- E. Also on April 18, 2016, LakePointe filed a similar challenge to the City Manager’s Letter Decision under King County Cause Number 16-2-08905-4SEA (the “LakePointe Appeal”). The KGM Appeal and the LakePointe Appeal are referred to collectively as the “Appeals”).
- F. KGM, LakePointe, and the City wish to settle the Appeals and resolve KGM’s ability to complete its contract with WSDOT at the Kenmore Yard in accordance with the terms and conditions stated in this Agreement, to avoid the costs, expenses and uncertainty associated with litigation, and without any Party admitting or conceding fault, liability for, or the validity of, the claims or defenses of any other Party.
- G. Major Components of the existing 520 Bridge have already been or will be removed and transported through sites other than the Kenmore Yard.

AGREEMENT

In consideration of the mutual promises and agreements herein, the parties agree as follows:

1. The City agrees that KGM's work at the Kenmore Yard in connection with the 520 Bridge Project, relating to decommissioning and removing the old SR 520 bridge pursuant to its contract with WSDOT, may occur so long as KGM conducts its bridge decommissioning work consistently with the following terms:
 - a. Rubblization of bridge concrete will not be done at or near Kenmore. This work shall be accomplished on barges on Lake Washington that are no further north than the most southern boundary (specifically, Holmes Point Drive) of the Kenmore City limits.
 - b. At the Kenmore Yard, KGM shall transfer the concrete rubble and, except for pipe, railings, and/or rebar, other material from the demolished bridge directly from barges to trucks, without stockpiling the concrete rubble and other material from the demolished bridge or otherwise intentionally placing concrete and, except for pipe, railings, and/or rebar, other material from the demolished bridge on the ground at the Kenmore Yard. Initially, the transfer may occur by placing the concrete rubble and, except for pipe, railings, and/or rebar other material from the demolished bridge into trucks located at the Kenmore Yard adjacent to the barges. As soon as sufficient material has been removed from a barge to create a space large enough on the barge to accommodate a truck, KGM shall drive the trucks on to the barges for the receipt of the concrete rubble and other materials. Pipe, railings, and/or rebar from bridge decommissioning shall be transferred from the barge to bins or directly to trucks for transport.
 - c. Best Management Practices (BMP's) are in place and KGM shall follow these BMP's, including but not limited to:
 - i. Using the anchorage area in north Lake Washington to minimize the level of congestion and concurrent vessel activity within the channel.
 - ii. Operating barges through the deepest part of the navigation channel.
 - iii. Lowering vessel speeds and minimizing vessel thrust.
 - iv. Using small assist-boats to reduce tug propeller use and thrust.
 - v. Use of radio communications to coordinate vessel activities with Kenmore Air flights.
 - vi. Installation of a land-based crane to reduce use of derrick barges.
 - d. Prior to execution of this Settlement Agreement, KGM has provided the City with existing concrete test results. KGM shall promptly provide the City with any future test data required by King County and WSDOT.
 - e. Truck weight limitations. KGM shall provide the City with weight and load calculations from a test load that demonstrate that the legal truck weight limits will not be exceeded. The calculations shall be verified using scales currently

owned and maintained by Cal-Portland for the test load. The verified load dimensions shall be described and shared with the City and used for all loads.

- f. Noise monitoring will occur. KGM shall comply with the City's noise code and share the results of noise monitoring with the City. All Front end loaders and all machinery used to transport material from barge to truck (e.g. excavators) by KGM will be equipped with "swishing" back-up warning devices within six (6) weeks of the effective date of this Agreement.
 - g. Hours of operation will be limited such that KGM shall limit its hours of operation for loading, unloading, and other machinery and trucking operations for bridge decommissioning work only at Kenmore Yard to 8 a.m. to 6:30 p.m. Monday through Friday and 9 a.m. to 5 p.m. on Saturdays, with no work occurring on Sundays.
 - h. Dust control will be in place. KGM shall continue to utilize dust control BMPs that include, as appropriate, water hoses, sprayers, water trucks, and covered loads. Water used for dust control shall be disposed of consistently with permit requirements. All trucks loaded with debris must be covered prior to the truck leaving the barge or the Kenmore Yard.
 - i. KGM shall not haul material generated from bridge decommissioning activities over the Sammamish River bridge.
 - j. Periodic on-site monitoring and testing by City personnel will be allowed. KGM shall provide the City with prompt information concerning any on-site spills or other mishaps.
 - k. KGM cannot guarantee completion by a specific date; however, KGM shall advise the City if it will not complete the bridge decommissioning work by the end of 2016 as anticipated. It is in KGM's interest to complete the work as quickly as possible due to contract completion requirements.
 - l. Once each week KGM will provide the City with an estimate of the number of barge trips expected for the next two weeks. KGM will provide monthly reports on the number and dates/times of completed barge trips to and from the Kenmore Yard.
2. KGM agrees to conduct its work at the Kenmore Yard consistently with the terms of section 1 above and in accordance with all applicable laws and regulations.
 3. The City agrees that this Settlement Agreement supersedes the Letter Decision, and upon the effective date of this Settlement Agreement the Letter Decision shall not be applied to KGM's work at the Kenmore Yard in connection with the 520 Bridge Project.

4. [Except as provided in Paragraph 3](#), this Settlement Agreement does not have any effect on the scope or operation of any other uses or activities by entities other than KGM at the Kenmore Yard that may be performed in the future, that are currently being performed, or that were previously performed. This Settlement Agreement shall not set precedent for other current or future uses or activities on the Kenmore Yard, nor shall this Settlement Agreement be used against the City in future land use disputes that do not involve KGM concerning the Kenmore Yard.
5. In the event that KGM does not conduct its work at the Kenmore Yard consistently with this Settlement Agreement, the City may enforcement this Settlement Agreement pursuant to Section 12 below. In the event that KGM does not conduct its work at the Kenmore Yard consistently with any applicable law, ordinance, or regulation, the City may issue a new letter decision and take otherwise available enforcement actions against KGM, and KGM may assert any challenges or defenses it may have to such future actions by the City.
6. Promptly after the effective date of this Settlement Agreement, KGM and LakePointe shall dismiss their pending LUPA appeals with prejudice and without attorneys' fees or costs to any Party. The Parties agree that by doing so neither KGM nor LakePointe waives their right to challenge any future determination or actions by the City with regard to the scope of the nonconforming use rights at the Kenmore Yard.

In addition, promptly after the effective date of this Settlement Agreement, the City shall dismiss its pending administrative or judicial SEPA appeals, if any, challenging WSDOT's decisions regarding or approvals of the April 20, 2016 Environmental Reevaluation and the associated approval of the modified demolition plan for the 520 Bridge Project. In addition, the City shall not oppose any regulatory approval by any other agency related to KGM's work at the Kenmore Yard, pertaining to the transport of 520 bridge materials described in this agreement.

7. **Release.** Except with respect to performance required under this Agreement, KGM and LakePointe hereby waive, release, hold harmless, and forever discharge the City, and the City's elected officials, employees, and agents, from any and all claims, demands, damages, injuries, liabilities, costs or expenses of any nature (whether formally or informally asserted and whether past, present or future, known or unknown) that were alleged or could have been alleged in the Appeals, or that in any way arise out of or relate (directly or indirectly) to the subject matter of the City's Letter Decision. Similarly, and except for the performance required under this Agreement and future compliance with applicable laws, ordinances, and regulations, the City hereby waives, releases, holds harmless, and forever discharges KGM and LakePointe from any and all claims, demands, damages, injuries, liabilities, costs or expenses of any nature (whether formally or informally asserted and whether past, present or future, known or unknown) that in any way arise out of or relate (directly or indirectly) to the subject matter of the City's Letter Decision.

Except as otherwise provided in this Settlement Agreement, this Release is a full settlement and discharge of any and all claims by all Parties in connection with the Letter

Decision. This Release is binding on and constitutes a complete settlement by KGM and LakePointe, and the City, and their respective heirs, successors and assigns as to the matters stated herein. This Release, together with the other provisions of this Settlement Agreement, is intended to fully discharge all of the parties' claims and obligations to each other relating to the subject matter herein.

8. **No Admission.** The purpose of this Settlement Agreement is to settle disputed claims. Neither the execution of this Settlement Agreement, nor the performance contemplated hereunder, shall be construed or considered as an admission by any Party as to the merit or validity of the claims or arguments or defenses of any other Party to the Appeals.
9. **Execution of Documents.** Each Party agrees to execute from time to time all documents, if any, that may be necessary to carry out the terms of this Settlement Agreement or to effect its purposes.
10. **Authority and Effective Date.** Each Party represents and warrants that it has full power and actual authority to enter into this Settlement Agreement and to carry out of actions required by this Settlement Agreement. This Settlement Agreement shall be effective upon the date it is fully executed by all parties and approved by affirmative vote of the Kenmore City Council.
11. This Settlement Agreement is binding upon the Parties and their successors and assigns. The Parties agree that they have a duty of good faith and fair dealing in interpreting and complying with this Settlement Agreement.
12. This Settlement Agreement may be enforced by any Party, and any enforcement action shall be brought in King County Superior Court unless the Parties agree to another forum or venue. Before commencing any enforcement action, the Party asserting a breach of this Settlement Agreement shall communicate its concerns to the other Parties and provide the Party alleged to be in breach with a reasonable opportunity to cure or respond. If such effort to resolve an alleged breach is not successful, the Party asserting a breach may take any action available to it in law or equity to enforce this Settlement Agreement or seek damages for its breach. In any such action in Superior Court, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.
13. This Settlement Agreement may be signed in counterparts, each of which shall constitute an original.

Kiewit-General-Manson, a Joint Venture

By:_____

Its:_____

Date:_____

LakePointe, Inc., and Pioneer Towing Co.

By:_____

Its:_____

Date:_____

City of Kenmore

By:_____

Its:_____

Date:_____



Environmental Project Narrative

SR 520 Bridge Replacement and HOV Project, Floating Bridge and Landings

Prepared for
Washington State Department of Transportation

Lead Author
Confluence Environmental Company

Consultant Team
Cherry Creek Environmental, Parametrix

November 2010

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Preface

The Environmental Project Description Narrative contains a summary of Project elements, activities, impacts and avoidance and minimization measures that have been discussed with the resource agencies and other stakeholders during early coordination efforts and is the basis for environmental documentation, permit applications and mitigation plans. If the Design-Builder proposes any design or construction changes that would modify the baseline information in the Environmental Project Description Narrative, it may require modifications to permits and environmental documents. Changes to the information in the Environmental Project Description Narrative will be addressed in accordance with Section 2.8 and Section 1-04.4 of the General Provisions.

Of particular note is the Impact Area Footprint as described in the Environmental Project Description Narrative and depicted in the Conceptual Plans (Appendix M1). The Impact Area Footprint was established to quantify environmental impacts and corresponding mitigation needs. If the Design-Builder proposes changes affecting Environmentally Sensitive Areas contained in the Impact Area Footprint and/or described in the Environmental Project Description Narrative that will result in impacts that are either: 1) outside of the permitted Impact Area Footprint; or 2) of a different level, amount, duration, or intensity than those impacts described in the Environmental Project Description Narrative, it may require modifications to permits and environmental documents. If these changes occur, the Design-Builder shall provide WSDOT with all information necessary to assess the nature of the change, and modify environmental documents and permits consistent with this Section 2.8 and Section 1-04.4 of the General Provisions and the need for additional mitigation.

The following narrative will describe project design and construction elements, and conclude with an assessment and accounting of impacts as presented to regulatory agencies for permit approvals and environmental clearances. As stated above this will be the basis for determining the nature and extent of changes to impacts that would accompany a proposed design or construction revision.

1. DESCRIPTION OF CONSTRUCTION ACTIVITIES

This section describes the typical construction activities to be used for the project. This section places an emphasis on those project elements that have the potential to affect aquatic species or their habitat. Detailed discussions of the project construction (including quantities, specifications, impact calculations, etc.) are provided in Section 3.0.

Following is an overview of the typical construction activities and associated methods for the proposed in-water, over-water, and upland structures. These activities form the basis for construction related impact analyses and include the following:

- Staging area establishment
- Materials transport
- Site preparation activities
- Upland facility construction
- Work bridges/falsework construction
- Pile driving
- Drilled shaft construction
- Mudline footing construction
- Cofferdam construction
- Column/pier construction
- Fixed bridge superstructure construction
- Anchor installation
- Pontoon assembly
- Floating bridge superstructure outfitting
- Bridge maintenance facility and dock construction
- Demolition, debris removal, and disposal

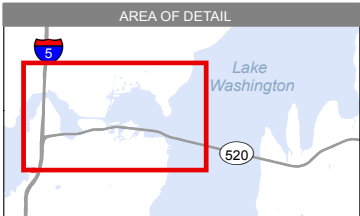
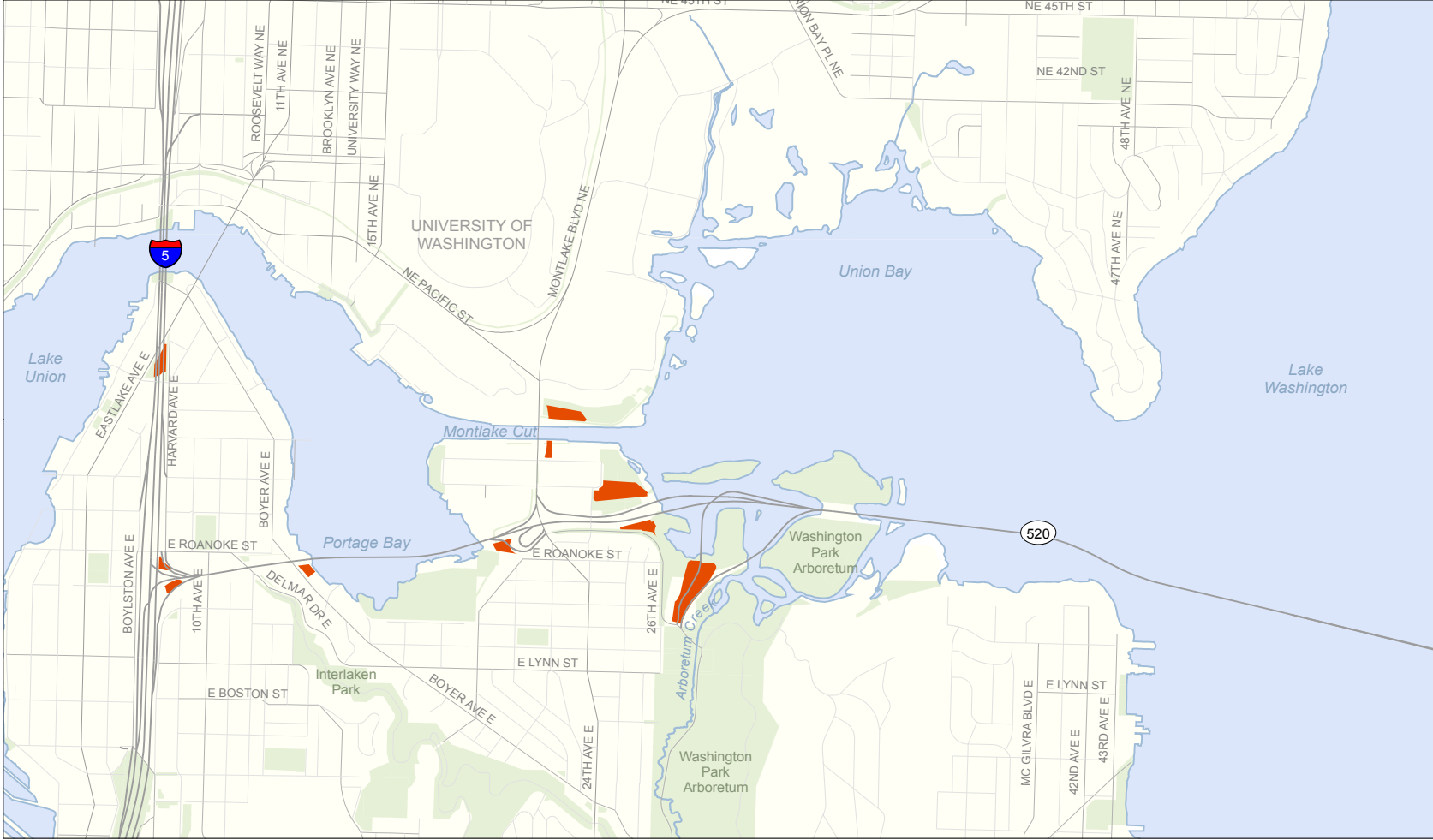
Roadway and bridge construction activities will require a variety of construction equipment. Types of equipment and their use are shown in Exhibit 1-1. For certain activities, construction crews may also require more specialized equipment such as pile drivers, dewatering pumps and tanks, and conveyor belts. The use of specialized equipment is described as applicable in the descriptions of project elements in the following subsections.

EXHIBIT 1-1.
TYPICAL CONSTRUCTION EQUIPMENT AND POTENTIAL USE ON THE PROJECT

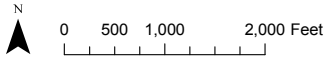
Equipment	Typical Use
Air compressor	Pneumatic tool power and general maintenance
Backhoe	General construction, excavations
Concrete pump	Concrete pumping
Concrete saw	Concrete removal, utilities access
Crane	Materials handling, removal, and replacement
Excavator	General construction and materials handling
Forklift	Staging area work and hauling materials
Haul truck	Materials handling, general hauling
Jackhammer	Pavement/concrete removal
Loader	General construction and materials handling
Paver	Roadway paving
Pile driver	Support installation for structures and hillsides
Pump	General construction use, water removal
Pneumatic tools	Miscellaneous construction work
Service truck	Repair and maintenance of equipment
Tractor trailer	Material removal and delivery
Utility truck	General project work
Vibratory equipment	Activities to shore up hillside or install piles

1.1 Staging Area Establishment

Construction along SR 520 will be staged from both land and water. Potential land-based construction staging areas have been identified for the I-5 to Medina Bridge Replacement and HOV Project (shown in Exhibit 1-2) will be used for delivery and storage of construction materials and equipment, contractor office and storage trailers, and employee parking. Use of any of the staging areas is subject to WSDOT approval. These areas will be fenced and typically located adjacent to areas of project construction. Construction staging areas will vary in size and could require grading or excavation to level the site and install drainage improvements, depending on site conditions. Drainage conveyance systems for the movement of stormwater from a collection point to an outfall may consist of drainage pipes and temporary stormwater facilities (such as ponds, vaults, and catch basins) and may use gravity or pumps to move the stormwater.



- Staging Area
- Stream
- Park



Source: King County (2005) GIS Data (Streams and Streets), King County (2007) GIS Data (Water Bodies), CH2M HILL (2008) GIS Data (Parks). Horizontal datum for all layers is NAD83(91); vertical datum for layers is NAVD88.

Exhibit 1-2. Project Scale - Staging Areas

SR 520, I-5 to Medina: Bridge Replacement and HOV Project

A variety of temporary construction BMPs will be used, including silt fences, berms, storm drain inlet protection, straw bale barriers, and detention or siltation ponds. Temporary driveways will be established from staging areas to the roadway network. Some staging areas may also be equipped with wheel washes that clean truck tires to reduce the amount of dirt and dust tracked off site. Specialized BMPs will be used around concrete-handling areas to prevent water that has come in contact uncured cement from entering water bodies or stormwater facilities. See Section 2.0 for a complete list of project BMPs.

Throughout the project area, construction will occur within WSDOT right-of-way, where possible. Construction areas will be cleared of vegetation and any buildings or structures in order to provide adequate work space. Retained vegetation will be clearly marked to protect it from harm during clearing and use of the site. Staging area sites that are uneven will be graded flat to facilitate parking, storing materials and equipment, and setting up a construction trailer, if needed. A temporary fence will be installed around construction areas to prevent machinery and equipment, materials storage, and construction activity from intruding into adjacent properties, wetland and stream buffers, and shoreline areas. Temporary erosion and sediment control (TESC) measures will be used to prevent the runoff of untreated stormwater and sediment from staging areas into city stormwater or sewer facilities, nearby wetlands or water bodies, or adjacent properties.

Office trailers, placed on temporary foundations, will be connected to available utilities, including power, telephone, water, and sewer, as needed. Connecting to these utilities may include installing poles for power lines and excavating trenches to place water and sewer pipelines. After construction is completed, the staging areas will be restored and disconnected from any utilities.

Work bridges and barges will be used to stage construction over water. Work bridges will be used in shallow water areas (typically less than 20 feet deep), where the depth is not sufficient for the use of barges. Barges could be used to transport materials and employees and to serve as construction work platforms, or they may be moored to serve as over-water staging areas. Tugboats will be used to maneuver barges.

1.2 Materials Transport

Materials will be transported to and from the construction sites by trucks and barges. Trucks will travel over designated haul routes, including SR 520, I-5, and Interstate 405 (I-405). All haul routes will require approvals by local jurisdictions.

Potential construction haul routes include both local and regional roadways. Some of the haul routes will use streets that the City of Seattle classifies as “major truck streets.” Major truck streets proposed for use during this project include Montlake Boulevard between SR 520 and NE Pacific Street. Other haul routes may also be located on arterial streets.

Haul routes for construction of the east approach will include SR 520, Evergreen Point Road, and 92nd Avenue NE. Temporary driveways would be constructed between the staging areas and the roadway network.

Barges and tug boats will be used extensively for materials transport. Such material would include but not be limited to anchors, piles, sheet piles, steel beams, timber decking, steel hardware, pipe casing, excavation spoils, reinforcing cages and bar, formwork, scaffolding, both light and heavy equipment and vehicles, liquid holding tanks, concrete and concrete trucks, bridge girders or segments, bearings, expansion joints, utility pipes, conduits, and miscellaneous materials.

Cranes with clamshell buckets and augers will be used to excavate and load sediment spoils from inside of the drilled shafts or cofferdams onto work bridges and barges. BMPs will be used to prevent excavation materials from entering surface waters. Barge-mounted cranes will be used to lift, load, and transfer materials to and from work bridges and barges to the construction locations. Barge-mounted cranes will typically use spud piles that are integral with the barge to fix the barge in place in shallow water, to facilitate handling materials or constructing the in-water bridge components. In deeper areas, anchors will be used to fix the barges in place during construction.

Concrete pumps and buckets will be used to transfer concrete from the mixer trucks to the construction locations. Pumps and hoses will be used to transfer displaced water and slurry to holding tanks or land-based facilities for treatment and reuse or disposal.

Tug boats will tow the floating bridge pontoons to Lake Washington and position them for assembly and will also support the installation of the pontoon anchors and anchor cables. Tug boats and barges will also transport the superstructure for the proposed new bascule bridge over the Montlake Cut, with barge-mounted derricks used to lift and hold the sections in place during installation.

1.3 Site Preparation Activities

Throughout the project area, construction will be limited to areas within WSDOT right-of-way, where possible. Construction areas will be cleared of vegetation and any buildings or structures in order to provide adequate work space. Retained vegetation will be clearly marked to protect it from harm during clearing and use of the site.

Vegetation clearing will include the removal of branches and tree trunks but will generally leave the soil intact. Grubbing will include the removal of all vegetative matter (roots, debris) from the load-bearing surface of the soil. TESC measures described in BMP section will be implemented before any clearing and grubbing activities.

1.4 Upland Facility Construction

Elements of roadway construction required for the project will include roadway excavation, roadway embankments, retaining walls, and paving the new roadway surface. Construction of temporary roadways during construction activities may also be required. These elements are described below.

Roadway Excavation

Roadway excavation involves removing the ground surface or other material to the depth and width necessary to achieve a desired grade and slope for a roadway or structure. Material that is removed during excavation could be used as fill at other locations in the project area if the materials meet the required standards.

Roadway Embankments

A roadway embankment is a raised area of fill often used in roadway approaches. Roadway embankment construction consists of building up soil or rock to create a new ground surface at the elevation needed for the new roadway or structure. Roadway embankments slope downward and away from the roadway; therefore, the higher the embankment, the wider the surface area needed at the base. To avoid later settlement, rollers and hauling equipment must thoroughly compact each layer of soil or rock. Retaining walls will be used to support the embankment fill area where other constraints may exist.

Retaining Walls

Retaining walls will be used to minimize the width of the roadway cut or fill. Because retaining walls can be virtually vertical, they result in a much smaller footprint than an earth slope. When a retaining wall is used to support a roadway that is higher than the surrounding ground, this is called a “fill” situation. Retaining walls can also be used for roads that are lower than the surrounding ground, supporting the adjacent soils and preventing them from slumping onto the roadway. Retaining walls are also used in areas where there is a high possibility of erosion, such as near a bridge abutment or water.

A retaining wall is designed to support only the soil load. The wall must have an area of free drainage between the retained soil and the back of the wall to prevent water pressure from developing and adding to the soil load. The drainage is usually provided by placing a layer of clean gravel and drainage pipes against the back of the wall. There are a variety of wall types; the type used depends on the structure it supports, the ground slope being retained, and the available area. Cast-in-place and mechanically stabilized earth wall are two types that would be used in constructing the SR 520 roadway. Retaining walls will be used primarily in association with lids and ramps. The major features of each wall type are described below.

Cast-in-Place Walls

Cast-in-place walls are concrete and are used to address the need for roadway cut or fill. Cast-in-place walls typically have a large foundation footing for wall stability, from which a narrower vertical wall rises to retain the soil. Typically, the footing is buried and not visible. Drainage is typically achieved through weep holes in the face of the wall or an underdrain system at the footing.

Mechanically Stabilized Earth Walls

Mechanically stabilized earth walls are typically used only in embankment construction for fill walls. The soil fill behind the wall is reinforced to stabilize the soil layers. These walls are constructed in layers approximately 1 to 3 feet deep; reinforcing material, such as geosynthetic fabric, is placed between layers of soil and attached to the wall face, which retains the soil. The earth in each layer is compacted, and the process is repeated until the necessary wall height is reached.

Roadway Paving

Two types of paving will be used for roadway construction: hot mix asphalt and concrete.

Hot Mix Asphalt Pavement

Hot mix asphalt pavement is a surfacing material made of asphalt oil mixed with specially graded crushed rock. Asphalt is a relatively flexible pavement and cannot support heavy traffic loads by itself; therefore, the asphalt is placed on a base of compacted crushed rock. Because of its lower cost and faster installation time, the project will use asphalt paving for temporary roads, temporary lane widening, and permanent surfacing on side streets and arterials that will convey fewer vehicles traveling at lower speeds.

Concrete Pavement

Concrete is a more rigid material than asphalt and is strong enough to support heavy loads of traffic. A concrete mix designed for paving, such as Portland cement concrete, will be used on permanent ramps and for the SR 520 main line. Similar to asphalt, the cement will be placed on a thin layer of crushed rock base material. After the concrete pavement hardens sufficiently, lane striping can be applied and the roadway opened to traffic.

Noise Walls

Noise walls that will be used along the SR 520 corridor to reduce the effects of highway noise will typically be precast panels or cast-in-place walls. These noise walls can be cast in a wide variety of patterns to improve their aesthetics. On bridges, the noise walls will be cast into the traffic barrier. Noise walls are constructed to withstand the forces of wind and seismic loads.

Construction Water Treatment Systems

These systems generally consist of temporary settling storage tanks, filtration systems, transfer pumps, and an outlet. The temporary settling storage tank provides residence time for large solids to settle out. The filtration system removes additional suspended solids larger than an acceptable size (25 microns typical). The pumps provide the pressure needed to move the water through the filter and then to an acceptable discharge location. Once the solids have been filtered out, the clean effluent is then suitable for discharge to a municipal storm drain or an acceptable discharge location. These systems can be located wherever dewatering is necessary, including on a work bridge or a barge.

Stormwater Treatment Facilities

Project construction will include the installation of stormwater facilities to collect and treat stormwater runoff from impervious surfaces such as roads, bridges, and other hard surfaces such as staging areas. The type of facility constructed depends on topography, profile of the road or bridge segment, availability of land, and availability and proximity of an outfall site for collected and treated water. These facilities are described in detail in Section 3.2.1.

Landscaping

Temporarily affected natural habitat, vegetation, and neighborhood tree screens will be revegetated with species similar to those removed.

1.5 Work Bridges and Falsework

Construction work bridges will be built near the east bridge approach. Work bridges are proposed in shallow-water areas that will preclude over-water and in-water construction from barges. Each of these shallow water areas is expected to need two construction work bridges, one on either side (north and south) of the new alignment. Work bridges are expected to also be used for demolition purposes.

The typical layout of a construction work bridge consists of about a 30-foot-wide structure, with heavy timber decking supported by steel beams (Exhibit 1-3). Pile bents (lateral rows of three to four piles) are spaced at 30 to 50-foot intervals, with each pile driven below the mudline to a depth that will provide the capacity to support the large cranes and other construction equipment. Pile bent spacing is likely to be maximized to reduce materials needs (pile numbers); however, providing sufficient structural support will be the primary purpose. A vibratory hammer will be used to initially insert the piles; however, an impact hammer will be used to complete the installation and confirm the load-bearing capacity of each pile at the end of the pile-driving process. Noise abatement BMPs will be used to minimize the in-water noise levels generated by pile-driving activities.

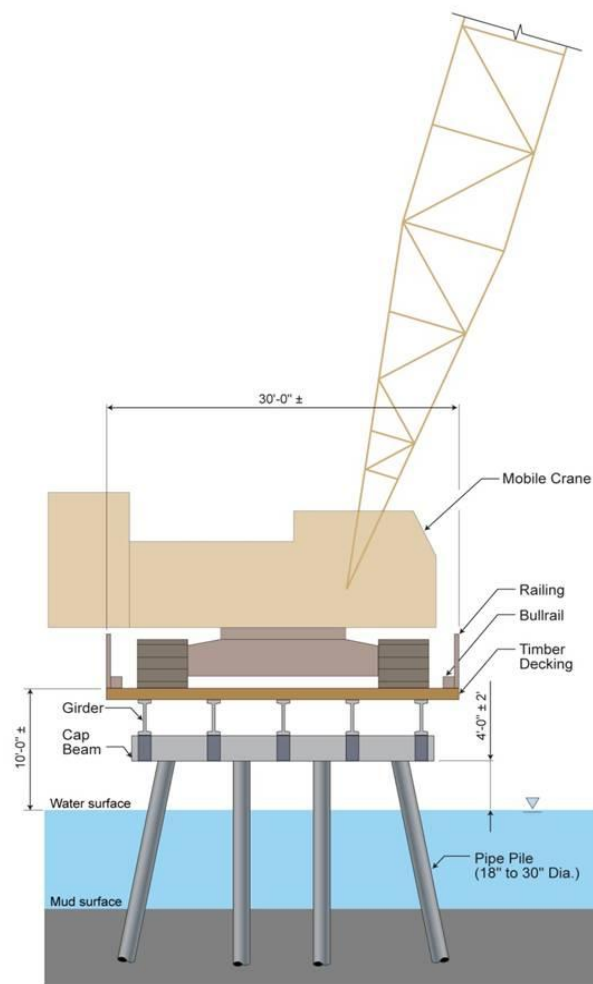
FLOATING BRIDGE AND LANDING

EXHIBIT 1-3.
WORK BRIDGE TYPICAL SECTION

Work bridges will be built on driven piles installed from a mobile crane (Exhibit 1-4). The crane will begin driving piles from the shore and will progress out toward and into the water. After two lateral rows of piles have been driven, pile driving will cease, and cap beams will be fastened or welded to the tops of the pile rows. The cap beam connects the piles together in a group (pile bent) and provides a transverse support for the longitudinal beams that span between bents. The bents will also likely include battered piles (piles driven into the ground at an angle) for additional lateral support. The crane will lift the longitudinal beams into place between the bents, where they will be welded or bolted to the cap beams and will serve as the support for the timber deck members. After installation of the deck members, the mobile crane will drive out onto the newly constructed span to drive additional waterward pile bents. The sequence of activities

described above will be repeated and progression over the water will continue until the work bridge is completed.



EXHIBIT 1-4.
WORK BRIDGES ON PILE-DRIVING CRANES

Work bridge construction requirements are based on the following assumptions:

- Work bridges are required where the water depth is less than about 10 feet at low water, although work bridges may occur at depths of up to 30 feet in the east and west connection bridge areas.
- Work bridges will be used for both new construction and demolition of existing structures.
- The work bridges need to be a minimum of 30 feet wide to allow heavy crane access and passage for two-way construction traffic.
- One vertical pile will be required for approximately every 300 square feet of work bridge.
- Work bridge piles will be 24- to 30-inch-diameter pipe piles.

1.6 Falsework

Falsework is a temporary structure that supports permanent bridge structures during construction (Exhibit 1-5) and is assumed to be required for the east approach. It carries the weight of the permanent structure until the permanent structure is capable of supporting its own weight. For example, falsework often supports cast-in-place concrete formwork that holds the freshly placed concrete of a bridge deck foundation. After the concrete of the major structural elements has hardened and attained sufficient strength for the bridge to support its own weight, the formwork and falsework can be removed. Falsework generally consists of steel pipe and/or timber columns, piles, beams, and bracing elements or scaffolding to support the plywood and dimensional lumber (2 by 4, 4 by 4, etc.) formwork.

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The falsework design will be similar to the work bridge design, with the exception that the falsework may not require the use of battered piles. The falsework may use a system of lateral bracing by using steel members and wire rope. Also, falsework could take advantage of the battered piles used in the work bridge by connecting to the work bridge with structural bracing elements.

Falsework construction techniques are similar to work bridge construction techniques, except that construction does not need to progress from the shoreline out over the water. Falsework can be built from the work bridge (after completion of the work bridge) or barge and can be removed before removal of the work bridge.



EXHIBIT 1-5.
**FALSEWORK, TEMPORARY STRUCTURE TO SUPPORT PERMANENT
BRIDGE STRUCTURES**

1.7 Pile Driving

Pile installation will be conducted using a combination of vibratory and impact pile driving. Pile driving in general will be performed by advancing a crane out along the work bridges as they are completed in a waterward direction. A single crane can be equipped with either a vibratory hammer or an impact hammer, depending on the need (Exhibit 1-6).



EXHIBIT 1-6.
INSTALLATION OF A BATTERED PILE WITH A VIBRATORY DRIVER

Vibratory pile driving uses a vibratory hammer to create a rapid succession of impacts that liquefy and loosen the soils. The vibratory driver is also designed with heavy steel weights that load the pile and help push it into the ground. This method is best suited for wet sandy or gravelly soils that contain water but can be used in a variety of mixed soils with some success.

The main disadvantages of this method are the following:

- The inability to penetrate into hard and/or dense soils
- The inability to estimate bearing capacity upon completion of driving

Because of these issues, vibratory pile driving cannot be used as the sole installation method for load-bearing piles. Vibratory driving can potentially be used for the initial stages of pile driving, finishing with impact driving to achieve adequate load-bearing capacities and “proof” the pile.

Impact pile driving involves impacting the top (head) of the pile with a large hammer until it develops the desired bearing strength and/or tip elevation (design depth of the pile bottom). Impact driving is the most common and versatile type of pile installation and will be necessary for this project. Impact driving can be performed on a wide variety of pile types and sizes and in almost any soil type. It can also be used successfully where many different soil types are encountered during the driving of a single pile. Impact driving is one commonly used installation method that allows for a bearing capacity estimation of the pile. Several widely used methods are available for correlating the hammer input energy and corresponding pile displacement with the ultimate bearing capacity of the pile.

Pile driving will be required to build the construction work bridges and falsework near the east approach. Each pile-driving crew is expected to install a maximum of 8 piles a day at a single work bridge heading, with an average of 500 impact strikes required for each pile. The falsework

piles will not need to meet the bearing capacity levels needed for the work bridges, so they will be installed primarily with a vibratory hammer, but the 16 piles per day limit is still expected to apply to these structures as well.

1.8 Drilled Shaft Construction

The fixed portions of the bridge will be supported by pier bents comprised of reinforced-concrete drilled shaft foundations. Possible equipment to be used for drilled shaft construction is as follows: vibratory pile-driving hammer, crane-mounted rotator/oscillator, crane-mounted drill auger, crane-mounted rock drill, excavator grab bucket, front-end loader, concrete tremie, concrete pump truck, ready-mix concrete trucks, concrete vibrators, cross sonic logging testing equipment, pumps, and holding tanks. Typical drilled shafts for this project will be between 6 and 10 feet in diameter and drilled with an auger. A typical installation for this project is expected to be 2 to 7 days of work per shaft, depending on conditions.

Drilled shafts must be drilled to precise position and plumbness tolerances. These tolerances may be difficult to achieve over open water without an alignment system to serve as a guide. A typical system will consist of a template composed of driven steel piles connected to steel beams. The number of piles needed will likely range from two to four for each shaft; these piles can be vibrated into position.

An alternative guide system may consist of a steel frame or other type of fixed-lead system welded to the barge, which will not require driving template piles. Work bridge piles may also be used as a template and to help position the shafts.

In-water drilled shaft construction activities will be staged from land, work bridges, or barges, typically using a casing pipe. This pipe will be lowered by crane to the substrate and vibrated into position (Exhibit 1-7), such that the bottom of the casing is deep enough to prevent hole cave-in and the top is above the waterline. After the casing or cofferdam has been installed, a crane will lower the auger and begin to drill into the substrate/soil material, stopping and lifting the auger periodically to pull the substrate/soil out of the hole and deposit it on the land, work bridge, or barge (Exhibit 1-8).

FLOATING BRIDGE AND LANDING



EXHIBIT 1-7.
DRILLED SHAFT CASING INSTALLATION WITH A VIBRATORY HAMMER



EXHIBIT 1-8.
AUGER USED FOR EXCAVATING SOILS INSIDE THE DRILLED SHAFT CASING

It may also be necessary to advance the casing during the augering process or to fill the casing with a bentonite slurry to support the walls of the boring hole. The boring spoils, including any bentonite slurry, will be fully contained and transported off site by barge or loaded into dump trucks for hauling to an approved disposal site.

After the shaft excavation is completed, a prefabricated reinforcing steel shaft cage is lowered into the excavation and concrete is pumped into the casing, displacing the water or slurry. The

water or slurry will be contained, collected, and treated prior to reuse or disposal. During the concrete placement, the casing pipe may be gradually extracted but will remain at least partially in place to form the top of the shaft.

1.9 Mudline Footing Construction

To gain sufficient load capacity, it may be necessary to have more than one shaft to support each column and shaft caps to transmit loads from the bridge columns to the shaft group. Mudline (lake bed) footings are typically placed at or partially below the mudline. The size of a footing depends on the number and size of shafts in the shaft group. Footings are typically rectangular and extend several feet past the shafts on all four sides. Two mudline footings are expected to be needed in the east approach area.

Mudline footings require the construction of a cofferdam (see cofferdam description below). After the cofferdam is installed and dewatered, a reinforcing cage for the footing can be constructed around the reinforcing rebar cages extending from the previously constructed shafts. Column steel reinforcing will be placed into the footing reinforcing cage and braced before the footing is completed. Concrete formwork for the sides of the footing will then be set, aligned, and braced before the concrete is poured, consolidated, and finished. This process is expected to take approximately 10 days per footing.

Possible equipment to be used for mudline footing (and cofferdam) construction includes crane, vibratory hammer, crane clam bucket attachment for excavation, concrete pump truck, concrete tremie, dewatering pumps, and ready-mix concrete trucks. Expected materials include steel sheet piling, steel wide-flange walers, sawdust or other interlock sealant, underwater concrete for seal course, steel reinforcing bar, and structural concrete. Lake bed substrate will be restored above the mudline footings after construction is completed where feasible.

1.10 Cofferdam Construction

Cofferdams are built to isolate in-water construction activities (e.g., drilled shafts, mudline footings) from open water. The cofferdams will be constructed by vibrating template (spud) piles or beams to guide the sheet pile enclosure installation. The sheet piles will be vibrated about 20 feet into the substrate, around the perimeter of the work area. Steel walers, frames, and struts will then be installed around the inside perimeter of the sheet piles and supported on the spud piles or from the drilled shafts to provide a template for layout of the sheet piles on the outside of the frames (Exhibit 1-9). Interlock sealant (e.g., sawdust) may then be applied to sheet pile joints to keep them watertight. Inside the cofferdam, two or more levels of waler frames may be needed for deeper water applications. Because cofferdams are built in the water and spud pile and sheet pile driving are involved, they cannot be built or removed other than during in-water work windows. However, once the cofferdams are installed, work inside the cofferdam could occur at any time. A typical cofferdam installation for this project is expected to last 2 to 3 weeks.

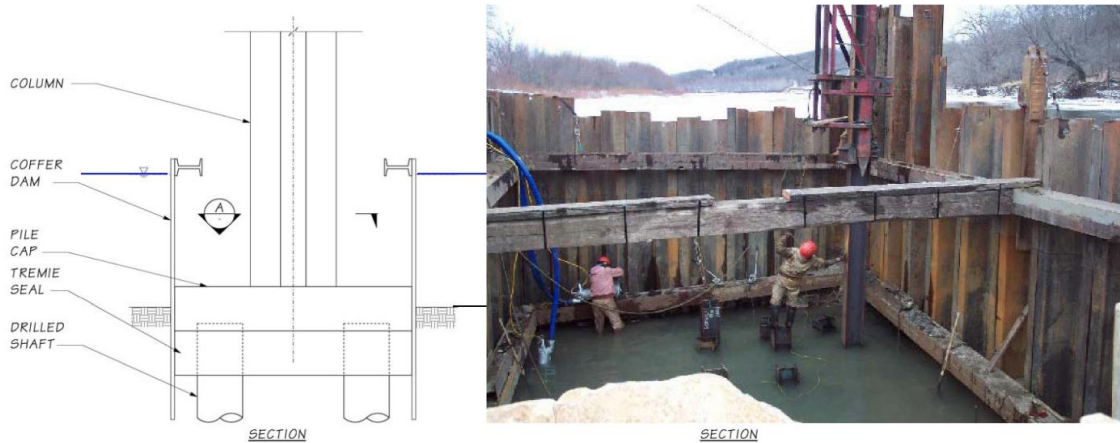
FLOATING BRIDGE AND LANDING

EXHIBIT 1-9.
COFFERDAM CONSTRUCTION

After completion of the cofferdam, any trapped fish will be removed using approved WSDOT fish handling and exclusion protocols or appropriately adapted and approved methods (WSDOT 2009a). The area within the cofferdam will then be excavated below the existing mudline with a clamshell bucket, sealed with concrete, and dewatered. All excavated soils will be transferred into dump trucks on the work bridge or contained on work barges, and hauled off site for proper disposal. Appropriate BMPs, such as containment tarps, will be used to prevent excavated material from entering open water areas.

When the area inside the cofferdam is excavated, the footing seal will be cast by pumping concrete through a pipe (tremie) into the bottom of the cofferdam and allowed to set underwater (Exhibit 1-10). The seal acts to resist buoyancy of the cofferdam and prevent water inflow after the cofferdam is dewatered. Typically, cofferdams will be about 4 to 6 feet wider than the footing to be constructed. As the concrete seal is poured, water will be pumped from the top of the cofferdam to keep the water level inside and outside of the cofferdam equal to prevent any overflow to the surrounding water. The water coming out of the cofferdam will be stored (e.g., in a Baker tank) and treated before being discharged. After the seal has set sufficiently to withstand the hydrostatic pressure, the cofferdam will be pumped dry, and again, the pumped water will be stored and treated before being discharged. Construction will commence inside the dewatered cofferdam, isolating the work from the open water and preventing effects on water quality.



EXHIBIT 1-10.
**CONCRETE PUMP TRUCKS PLACING UNDERWATER CONCRETE FOR A SEAL
INSIDE A COFFERDAM**

Two cofferdams will be installed within the east approach area, to construct mudline footings. Cofferdams will remain in place until the concrete footings, shafts, and/or columns within the structure have cured for at least 72 hours. The cofferdam removal process is described in Section 1.18.

1.11 Column/Pier Construction

Concrete columns are vertical structural elements that extend from the top of the shaft or footing, connecting the bridge superstructure or pier caps (cross beams) to the foundation (e.g., drilled shaft) below (see Exhibit 1-11). In-water work to install the columns will be accomplished inside the large-diameter drilled shaft casing or cofferdam to isolate the work from the open water. The casings or cofferdams allow construction access below the waterline to install the column-reinforcing steel and column formwork needed to pour the concrete column in the dry. The columns will be constructed from work bridges or barges. Construction activities, equipment, and BMPs are similar to those described above for the drilled shafts.

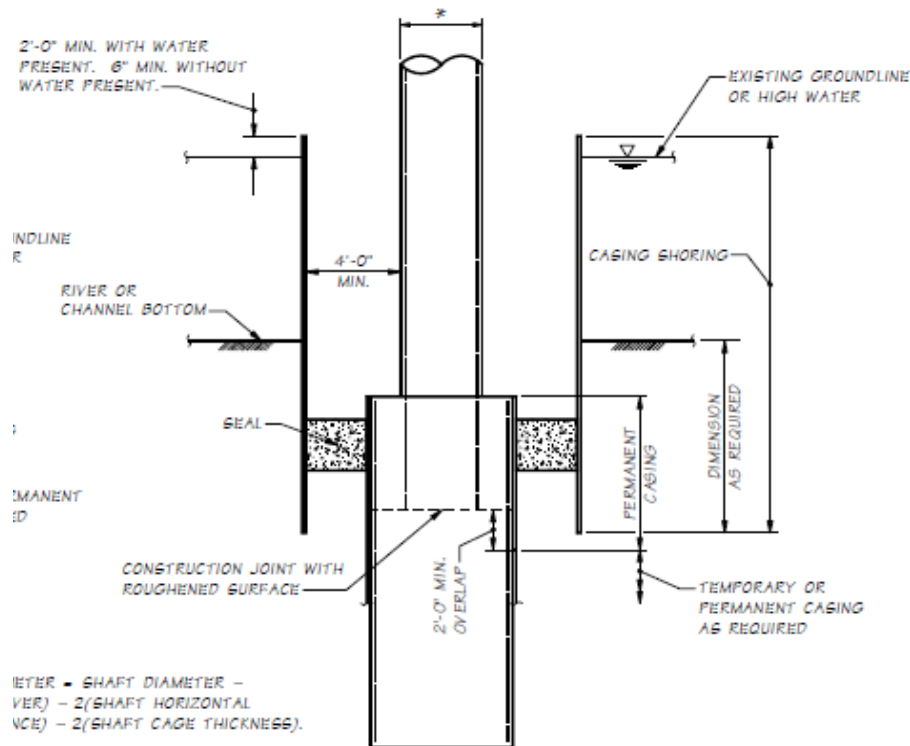
FLOATING BRIDGE AND LANDING

EXHIBIT 1-11.
COLUMN DETAIL FOR BELOW-WATER CONSTRUCTION

Columns are currently expected to be cylindrical; however, the final design may determine that differently shaped columns (e.g., square) may better serve load-bearing requirements or aesthetic details.

Column Construction below the Waterline

If the bridge profile is close to the water, the columns will be required to extend into the water just below the mudline to ensure proper function. This is done to provide adequate column length to allow formation of plastic hinges at the top and bottom of the columns, and may be done to balance lateral stiffness between adjacent piers and frames.

During the drilled shaft construction, a large-diameter pipe—called a casing shoring—is placed around the shaft casing. This dewatered casing shoring and seal perform the same function as a cofferdam, allowing construction access below the waterline (see Exhibit 1-9). The reinforcing steel for the column is installed in the shaft transition pour. The column formwork is then set and aligned, and the concrete is placed.

The columns will be constructed from work bridges or barges. Possible equipment to be used for below-water column construction includes cranes, barge-mounted cranes, concrete tremies, and concrete pump trucks.

1.12 Fixed Bridge Superstructure Construction

The bridge superstructure will be constructed on top of the support columns, typically with pier caps spanning several individual columns to distribute the weight of the bridge. The pier caps require a soffit-forming system to support the weight of the reinforcing steel and wet concrete. This soffit support system will either be supported directly off the concrete columns or supported with falsework shoring. Once the soffit support system is in place, the concrete forms will be installed, aligned, and adjusted to grade. Reinforcing steel will be placed and secured within the concrete forms and the concrete poured. After the pier cap concrete has cured and achieved adequate strength, the forms—including the soffit support system—will be removed.

Roadway deck soffit forms will be supported from the precast girders and will then support the reinforcing steel and fresh concrete for the concrete roadway deck. After the roadway deck concrete has cured and achieved adequate strength, the forms—including the soffit support system—will be removed.

Cast-in-place concrete box girder construction will be used for the east approach structure. Generally, span lengths for cast-in-place box girder bridges are between 100 feet and 260 feet. It is anticipated that most of the applications for this type of bridge will have a superstructure with the same thickness, although the east approach structure may include a superstructure of variable thickness.

For cast-in-place construction, falsework is constructed first, directly under and adjacent to the bridge area. Forms for the girders and deck are placed on top of the falsework, reinforcing steel is installed inside the forms, and concrete is poured.

Falsework shoring will support the weight of the superstructure during the construction of the cast-in-place box girders. A bottom soffit form will be erected and the bottom slab reinforcing steel and concrete placed. Finally, the top slab soffit forms will be installed, reinforcing steel placed, a screed rails set, and a finishing machine positioned on the rails. The superstructure will then be post-tensioned and traffic barriers will be installed to complete the bridge.

Segmental concrete-balanced cantilever construction may be used where the span lengths are moderate to long and the use of falsework is infeasible, such as over deep water. Span lengths of 200 to 320 feet are typical for constant depth superstructures, and spans of 300 to 600 feet are typical for variable thickness superstructures. Segmental concrete bridges may be either precast or cast-in-place structures. Precast concrete is used whenever there is sufficient repetition in the number of spans and segments to warrant this action.

Segmental concrete-balanced cantilever construction also requires falsework to form a table top or pier table from which to begin construction of the balanced cantilevers. An initial segment of the bridge will be cast, approximately 30 to 45 feet long, on this pier table, which also includes the pier cross beam. Then form travelers, which are mechanical formwork, will be placed on top of the pier table. The forms will be extended out from the pier in both directions, balanced on the pier. For cast-in-place segmental construction, segments are formed at both ends, reinforcing steel placed, concrete cast and cured, and forms released and moved forward. The cycle time for each segment is approximately 1 week.

1.13 Anchor Installation

The new floating bridge will be secured in place with 58 anchors. As with the existing bridge, the two primary anchor types will be (1) gravity anchors for harder lake bed materials and sloped areas (likely 13 such anchors, near the shores), and (2) fluke anchors for soft bottom sediments and flat areas (likely 45 such anchors, middle of the lake). Both types of anchors will be deployed using a barge-mounted crane and connected to the floating pontoons with high-strength steel cables. In addition to these two primary anchor types, shaft anchors could be used in portions of the lake where gravity anchors would present a navigation hazard. It is estimated that shaft anchors might be more appropriate for the shallowest gravity anchor locations (up to about 6 of these 13 locations).

Gravity and fluke anchors are reinforced-concrete structures that will be built off site, at one of the existing facilities described in Section 2.5 and transported by barge to the project area for installation (Exhibits 1-12 and 1-13).



EXHIBIT 1-12.
FLUKE ANCHORS CONSTRUCTED FOR THE LACEY V. MURROW PROJECT

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EXHIBIT 1-13.
GRAVITY ANCHOR SEGMENT INSTALLATION FOR THE LACEY V. MURROW PROJECT

Gravity anchors consist of large concrete blocks stacked on top of one another to provide the necessary weight to hold the pontoons in place. The number of stacked segments that make up each gravity anchor varies depending on anchor location, which will be determined during final design. Gravity anchors are likely to be as large as 30 feet long by 30 feet wide by 20 feet tall. The installation of gravity anchors requires that the substrate is generally level, although these anchors are primarily specified for use in the sloping portion of the lake bed. Therefore, some excavation and/or fill would typically be needed to establish a level footing to install the anchors. Exhibit 1-14 is a diagram of an installed gravity anchor.

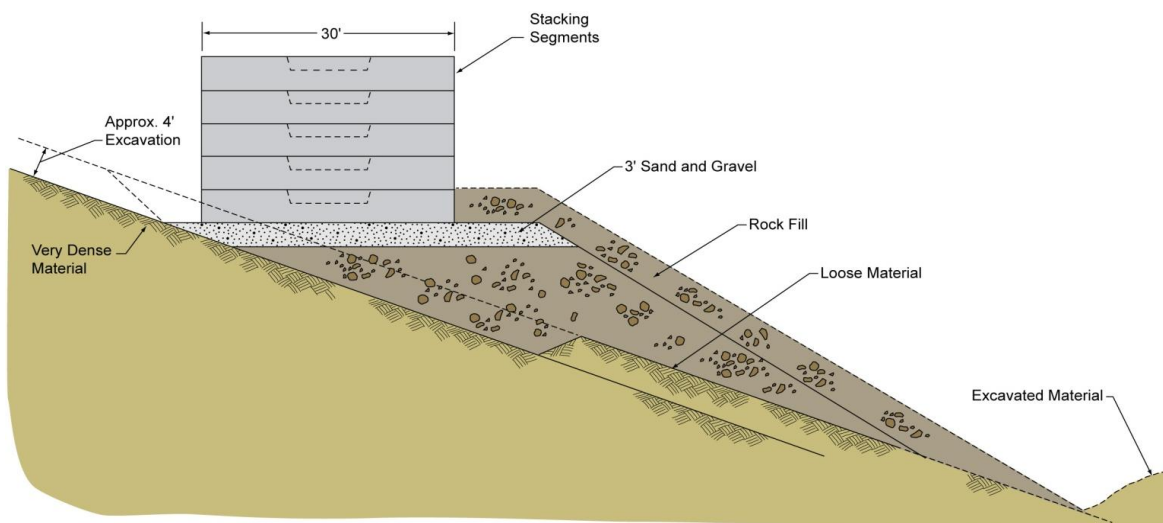


EXHIBIT 1-14.
TYPICAL GRAVITY ANCHOR INSTALLATION ON A SLOPE

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Fluke anchors are installed using a combination of their own weight and water-jetting to set them below the mudline (Exhibit 1-15). Water supplied by pumps and hoses is jetted through pipes cast into the concrete anchors. As the high-pressure water exits the bottom of the anchor, it liquefies the soft substrate and allows the anchors to penetrate the substrate. Fluke anchors are likely to be as large as 40 feet long by 20 feet wide by 20 feet tall. Shaft anchors will be constructed in the same manner as the drilled shaft foundation elements (see Section 1.8).

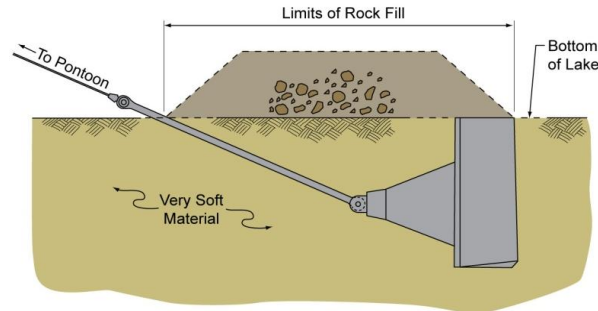


EXHIBIT 1-15.
TYPICAL FLUKE ANCHOR INSTALLATION

Anchors will be constructed at an upland facility and transported to the installation site by barge. Equipment to be used for anchor construction and fabrication includes concrete tremie, concrete pump truck, ready-mix concrete trucks, concrete vibrators, concrete forms, and welders. Equipment to be used for anchor and cable installation will include barges, tugboats, barge-mounted cranes, and water jets.

Temporary anchors may also be used to hold the pontoons in place before they are finally positioned along the new bridge alignment. Potential temporary anchor types include toggle or ship anchors lowered to the mudline with cranes. However, pile anchors (vibrated into the substrate) could also be used in shallow water applications.

1.14 Pontoon Assembly

The pontoons will be fastened together in their final anchorage locations to assemble the foundation of the floating bridge. In general, pontoon assembly consists of bolting individual floating pontoons together to form a continuous floating structure. Equipment used for pontoon assembly will include tugboats, floating barges, floating cranes, dewatering pumps, hydraulic rams, and winches (Exhibit 1-16).

Initially, individual pontoons are floated into position with the assistance of tugboats. Individual pontoons are then attached to their permanent anchor cables. After installing the joint bolts, hydraulic rams are used to stress the bolts and compress the rubber seal between the pontoons, creating a 3-inch-wide watertight seal between the individual pontoons. The space between the seals is then dewatered and filled with cement grout, which will be fully contained by the watertight rubber seal.

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EXHIBIT 1-16.
**ROPES, WINCHES, AND ASSOCIATED TACKLE BEING USED TO ALIGN
 PONTOONS AND BRING THEM TOGETHER (FROM THE HOOD CANAL
 FLOATING BRIDGE PROJECT)**

It is expected that the pontoons will be transported to Lake Washington only as they are needed to construct the floating portion of the bridge, and they will not be stored or moored in the lake for extended periods of time. Pontoon assembly activities will not be restricted by the typical in-water work windows but are likely to occur during summer and early fall because of weather predictability and lower risk of storms.

1.15 Floating Bridge Superstructure Outfitting

The term “pontoon outfitting” generally refers to the additional construction needed to complete the superstructure and prepare the bridge to carry traffic. Generally, this work involves the addition of concrete bridge pier support columns, steel trusses, concrete bridge deck, pedestrian railing, and traffic barriers.

Complete outfitting consists of constructing the trusses and pier cross beams, setting precast-concrete longitudinal beams onto the pier support, and placing the concrete roadway deck. Although outfitting activities may occur at an offsite facility, those pontoons that are not outfitted or only partially outfitted off site will need to be completed on Lake Washington. After the pontoons are transported to Lake Washington, any remaining outfitting will occur once the pontoons are permanently anchored and assembled in place. Outfitting activities will be similar to those described for the fixed bridge construction, although construction will be staged primarily from the pontoon deck instead of from barges or work bridges. Transition spans connecting the floating span to the fixed-span approaches will likely be assembled off site and installed as a single truss lifted into place from the barge using large cranes (Exhibit 1-17). BMPs to minimize or eliminate the effects of these construction activities will also be similar to those described for the over-water and in-water construction activities. See Section 2.0 for a list of project BMPs.



EXHIBIT 1-17.
THREE LARGE CRANES LIFTING A TRUSS INTO PLACE FROM A BARGE

1.16 Bridge Maintenance Facility and Dock Construction

Construction activities associated with the maintenance facility and dock will include excavation and embankment work, retaining wall construction, roadway paving, and in-water and over-water construction to install the dock and berth. Construction techniques associated with the dock will include drilled shaft and precast girder construction. Appropriate sediment control BMPs will be implemented to prevent the discharge of sediment from the disturbed construction areas into Lake Washington.

Due to the existing groundwater seeps occurring in the east approach area, dewatering of excavated areas will likely be necessary to allow subsurface construction in a dry environment. The water generated from dewatering activities will be stored either in temporary treatment ponds or in portable steel (Baker) tanks. Water will be stored for a sufficient amount of time to allow particles to settle out; alternatively, other methods could be used to reduce suspended particles to achieve discharge water quality requirements before the water is discharged to an approved location.

1.17 Demolition, Removal, and Disposal Activities

Existing Approach Structure

Fixed bridge superstructure will be completely demolished, and the substructures will be demolished to about 2 feet below the mudline and, where feasible, completely demolished or removed.

The following represents a typical demolition sequence for the fixed bridge:

- Step 1:** Deploy containment BMPs that will prevent any demolition materials from entering the water. This action would also include debris containment and demolition water containment.
- Step 2:** Demolish the traffic barriers and rails. Concrete traffic barriers likely would be demolished with an impact hammer (i.e., jack-hammer or excavator attachment) or a combination of saw cutting and impact removal.
- Step 3:** Remove the superstructure by saw cutting and using an impact hammer. The concrete bridge deck would be cut longitudinally, midway between each girder line. The saw cuts in the bridge deck would be sized to prevent penetrating the complete thickness of the deck, enabling the saw cut water to be contained at the deck level (Exhibit 1-18). Concrete diaphragms, bracing walls that intermittently connect the girders together along the length of the span, would be removed to allow the girders to be lifted. After the deck is cut and the diaphragms are severed, the girders would be removed, one at a time, loaded onto trucks or barges, and then hauled or shipped for offsite demolition.
- Step 4:** Remove the cross beams by saw cutting, impact hammering, and torch-cutting the reinforcing steel into manageable-sized pieces. Then, each piece would be loaded by crane onto a dump truck or barge (Exhibit 1-19).
- Step 5:** Remove the entire column/pile by vibratory extraction. This method involves attaching a vibratory hammer and a hook from a crane to the top of the column, and simultaneously vibrating and lifting the column. Should this method prove to be ineffective, the column would be cut 2 feet below the mudline by divers using an underwater diamond wire saw. At that point, the columns would be loaded onto a barge for subsequent disposal or recycling.
- Step 6:** Fill any holes or depressions in the substrate caused by the substructure removal process with native material or other material approved by the environmental permits.



EXHIBIT 1-18.
CUT-WATER CONTAINMENT SYSTEM FOR CUTTING A PONTOON JOINT



EXHIBIT 1-19.
BRIDGE CROSS BEAM SECTION BEING LIFTED BY CRANE AFTER SAW
CUTTING THROUGH COLUMN AND BEAM

Two truss structures currently serve as transition spans for the existing floating bridge. These structures provide links from the floating structure to the fixed approach structures on each end of the floating bridge.

If practicable, demolition will likely be performed by removing each transition span truss in one piece, as occurred with the recent replacement of a portion of the Hood Canal Bridge (Exhibit 1-20). Two methods can be used to accomplish this task. One method would use floating cranes to

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lift each truss off its bearings and place it on a barge. The other method would position a barge under each transition span and use jacks to vertically lift each truss off its bearings.

There is a limited availability of floating cranes that have the capacity to lift an entire transition span and can be transported through the Hiram M. Chittenden (Ballard) Locks (no wider than approximately 79 feet). Therefore, it may be necessary to select a demolition method that removes the concrete roadway deck and barriers to reduce weight, then removes the remaining steel truss structure in one piece. Once loaded onto a barge, the steel truss structures would be taken to an offsite location to be demolished or dismantled, and recycled.



EXHIBIT 1-20.
REMOVAL OF THE HOOD CANAL BRIDGE TRANSITION TRUSS

Elevated Floating Bridge Superstructure Demolition

Approximately 30 percent of the roadway on the existing floating bridge is elevated (Exhibit 1-21). Some or all of the existing bridge deck may need to be removed before the pontoons are transported out of Lake Washington. The extent of elevated superstructure removal will be determined by the contractor, based on the stability of individual or multiple pontoon sections, for towing to an offsite demolition site.

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EXHIBIT 1-21.
**ELEVATED SUPERSTRUCTURE ON THE EXISTING EVERGREEN POINT
BRIDGE**

If it is determined that pontoons will be towed in the open ocean, the elevated superstructure and columns will be removed to maintain pontoon stability while under tow. This possibility applies mostly to the pontoons at the end of the bridge, because they have the highest elevated roadway sections and are, therefore, the least stable for towing. If the elevated superstructure and columns are removed from the pontoons, demolition will be the same as that described for fixed bridges, except columns would be cut flush or near flush with the top of the pontoons. Disposal of the resulting concrete debris would also be as described for the fixed bridges. However, if towing the pontoons in the open ocean is not required, much of the elevated superstructure could remain in place until it leaves Lake Washington, assuming the pontoons are individually stable (Exhibit 1-22). Superstructure demolition could occur on Lake Washington or at an existing facility similar to that used for pontoon outfitting.



EXHIBIT 1-22.
PONTON UNDER TOW, WITH THE ELEVATED SUPERSTRUCTURE
INTACT

Pontoon Removal

Pontoon removal consists of saw cutting the pontoon-to-pontoon joints, disconnecting the anchor cables, and towing the pontoons away. However, it is likely that several pontoons will be removed as a single unit, to improve towing stability or reduce the number of towing events. Saw cutting pontoons involves using a diamond wire saw to cut the pontoon-to-pontoon joints. Instead of cutting the entire pontoon-to-pontoon joint in one operation, a few access holes may be drilled vertically in the joint. These access holes allow the diamond wire to be placed through the interior of the joint so as to cut the joint in multiple, smaller operations rather than one larger operation. A steel frame will be used to maintain the integrity of the joint and bridge alignment during the cutting operation. Tugs may be required to maintain the alignment of the bridge and to alleviate wind and wave stresses on the bridge during demolition. Pumps and hoses will be used to collect and transport concrete slurry from the cutting operations to holding tanks or land-based facilities for treatment and reuse or disposal. Silt curtains will also be used to isolate the work area from open-water areas, and monitoring will be used to ensure that turbidity and pH levels meet water quality standards. If these standards are exceeded, the work will cease and adjustments will be made to containment and collection facilities to meet the standards.

Anchor and Anchor Cable Removal and Decommissioning

The existing floating bridge has three types of anchors:

- Concrete fluke anchors
- Rock-filled concrete gravity anchors
- Pile anchors

Underwater anchor decommissioning consists of abandoning all anchors in place with the exception of pile anchors. Existing fluke and gravity anchors may be deeply embedded, and removing them would likely cause more temporary disturbance than their removal warrants, although it may be possible to remove portions of the gravity anchors that are not embedded. However, these anchors are in deep water and their removal is not expected to provide substantial biological benefits. Pile anchors occur in shallow-water areas that might benefit from their removal. Therefore, these anchors will be removed to below the mudline, using methods similar to those described above for the fixed bridge columns. Typically, anchor cable removal consists of detaching anchor cables at their connection to the pontoons and anchors, then winding the cables onto spools on barges for transport.

Initially, floating cranes will be used to secure the anchor cables near the pontoons while they are being detensioned and detached from the interior of the pontoons. Once the anchor cables are detached, the floating crane can move toward the underwater anchor, winding the cable onto spools as it nears the anchor. When the floating crane reaches a position directly over the underwater anchor, a diver can detach the anchor cable from the anchor. This operation is not expected to result in the disturbance of the substrate, and standard over-water BMPs will be used on the crane barge to prevent other effects on water quality.

Floating Bridge and Approach Structure Disposal

Materials disposal will occur at contractor-provided disposal sites and in accordance with federal, state, and local laws and ordinances. Additionally, the contract may contain special conditions and requirements that pertain to the demolition and disposal of specific structures or to working in specific areas. The contractor will be required to obtain all pertinent permits and approvals for use of any sites to handle, process, or dispose of project-generated debris. If any sites require substantial modifications to the facility or typical operations, and these modifications could affect listed species, reinitiation of consultation might be needed.

Materials transport to the disposal sites will be both by land and by water. Barges and tugs will transport a large portion of the disposal material. Dry bulk disposal barges will pass through the Montlake Cut and Ballard Locks to disposal sites or transfer facilities that provide access by water. Barges may also travel to temporary transfer facilities at the north and south ends of Lake Washington. Dump trucks and haul trucks will travel over designated haul routes, using city streets as well as state and county highways to reach these disposal sites. Because of the large amount of disposal material and the multimodal transport methods, multiple disposal locations will likely be used.

The contractor will likely have limited space for processing concrete pieces into rubble in the available staging areas; also, it is highly improbable that the contractor will use barges as staging areas for this time-consuming process. The contractor may need to make arrangements with disposal site operators to receive large amounts of unprocessed concrete waste. The contractor may be required to break the concrete and separate the reinforcing pieces prior to disposal at a solid waste facility. The contractor may attempt to coordinate this operation at the disposal site to

eliminate double handling of the large amount of construction waste. If such coordination cannot be accomplished, the contractor may need an offsite demolition area for processing large pieces of reinforced concrete into reinforcing steel and concrete rubble. These areas will be limited to existing facilities dedicated to this work or similar purposes. Alternatively, the contractor may elect to barge and haul the unprocessed concrete pieces to local concrete-recycling facilities where they can be crushed by the recycler.

As with past floating bridge projects, all pontoons, including the elevated superstructure in the existing floating bridge, will be made available for purchase. If pontoons cannot be sold to a private entity, they will be towed directly from Lake Washington to an approved site, likely a graving dock or floating dry dock, and demolished. Materials disposal will be the same as that described for fixed bridge structures. Anchor cables and transition span materials will be recycled and/or disposed of in a similar manner.

Temporary Structures Removal

The temporary structures include work bridges, falsework, and temporary fixed bridges, as well as cofferdams installed to isolate in-water construction activities from open-water areas.

Work Bridges

Work bridge removal is done by reversing the construction process. The timber deck panels are unbolted and removed. The steel stringer beams and steel cap beams are unbolted or cut off with a blow torch and removed. The piles can then be pulled out by attaching a vibratory pile-driving hammer to the top of the pile and simultaneously vibrating and lifting the pile. The removal will commence over water and progress toward the shoreline until all the in-water structures are removed. Exceptionally stubborn piles that cannot be pulled out will be cut off a minimum of 2 feet below the mudline.

The vibrations are expected to loosen the sediments within and around the piles, causing the sediments within the piles to discharge back into the hole when the pile is extracted. This is expected to minimize turbidity levels as the piles are vibrated out of the sediment. Any sediment remaining within the piles after they are removed from the water will be properly contained to prevent it from reentering the water, and it will be disposed of at an approved upland site. A silt curtain may be used in areas likely to be affected by currents and wave action to further reduce the spread of suspended sediments.

It is assumed that work platform removal will occur entirely from the work bridge and that support barges will not be needed. However, if barges are needed, care will be taken to prevent the barge from grounding and to prevent any disturbance of substrate material by support boats or tugs.

Falsework

Activities to remove falsework support structures will be staged from the work platforms. This work activity will occur at various times during the construction process as the new bridge components become self-supporting structures. The removal process will be similar to that described above for the work platforms and will be conducted from these platforms prior to their subsequent removal. Standard over-water BMPs will be used to ensure the containment of demolition and dismantling debris. After removing the over-water superstructure, the support piles will be extracted in a similar manner as described in the previous discussion of work bridges. Although new bridge structures will be in place above the falsework piles, iterative cutting of piles and then pulling sequences may be required to extract the piles fully. Any piles that cannot be removed will be cut off below the mudline.

Cofferdams

To remove a cofferdam, native backfill is placed around the constructed footing or shaft cap, up to the original mudline elevation, and the dewatering pumps is shut off to allow the cofferdam to reflood the interior. If auxiliary pumps are used to reflood the cofferdam, they will be screened according to NMFS fish-screening standards. After the water level within the cofferdam is equalized with the outside water elevation, any temporary turbidity will be allowed to settle until state water quality standards are met within the confines of the structure. The sheet piles will be disconnected from the support structure and removed, one at a time, with a vibratory hammer. A vibratory hammer will also be used to remove associated waler frames and spud piles. The removed sheet piles and associated cofferdam construction material will be placed on a barge and transferred to an existing facility or staging area for reuse or disposal. Any sheet piles that cannot be separated from the concrete seal course will be cut off at the lowest possible elevation and abandoned with the seal course.

2. AVOIDANCE AND MINIMIZATION MEASURES

BMPs will be used during all construction activities to eliminate or minimize potential environmental effects. Many of these BMPs are standard and will apply universally to many project construction activities, including upland staging areas. This section discusses provisional BMPs that WSDOT anticipates will be included as construction commitments for the project.

2.1 Land-Based Construction – Best Management Practices

The following BMPs and procedures are to be implemented for the proper use, storage, and disposal of materials and equipment on land-based construction limits, staging areas, or similar locations that minimize or eliminate the discharge of potential pollutants to a watercourse or waters of the state. These procedures will be implemented for construction materials and wastes (solid and liquid), soil or dredging materials, or any other materials that may cause or contribute to exceedance of water quality standards.

Upland construction BMPs will involve the following:

- Clearly define construction limits with stakes and a high visibility fence before beginning ground-disturbing activities. No disturbance will occur beyond these limits.
- Minimize vegetation and soil disturbance to the extent possible.
- Avoid or reduce adverse impacts to critical areas during project construction, including shoreline buffers. These measures will include clearing, grading, and stormwater management.
- Protect designated sensitive areas, including the shoreline, with silt fencing. All silt fencing will be removed when construction is completed.
- Control all stormwater discharges from construction sites and ensure NPDES permit requirements are met.

Construction BMPs to control dust and limit impacts to air quality include the following:

- Wet down fill material and dust on site.
- Ensure adequate freeboard to prevent soil particles from blowing away during transport.
- Remove dirt, dust, and debris from the roadway on a regularly scheduled basis in accordance with final permitting requirements.
- Minimize potential erosion from areas of disturbed soil by stabilizing and/or revegetating cleared areas in accordance with the TESC plan.
- Wet down concrete structures during demolition activities.

2.2 Over-Water Work – Best Management Practices

The following BMPs and procedures are expected to be implemented at a minimum for the proper use, storage, and disposal of materials and equipment on barges, boats, temporary construction pads (e.g., work bridges), or similar locations that minimize or eliminate the discharge of potential pollutants to a watercourse or waters of the state. These procedures will be implemented for construction materials and wastes (solid and liquid), soil or dredging materials, or any other materials that may cause or contribute to exceedance of water quality standards.

Construction Stormwater Pollution Prevention Planning

Preparation of a SWPPP, TESC plan, and SPCC plan will be completed prior to any construction or demolition activities.

Watertight Curbs, Bull Rails, or Toe Boards

Watertight curbs, bull rails, or toe boards will be installed around the perimeter of a work bridge, platform, or barge to contain potential spills and prevent materials, tools, and debris from leaving the over-water structure. These applications will be installed with a minimum vertical height of 10 inches.

Oil Containment Boom

An oil containment boom is a floating barrier, which can be used to contain oil, and aids in preventing the spread of an oil spill by confining the oil to the area in which it has been discharged. The purpose of containment is not only to localize the spill and thus minimize pollution but to assist in the removal of the oil.

Floating Sediment Curtain

These barriers can aid in controlling the settling of suspended solids (silt) in water by providing a controlled area of containment. This condition of suspension (turbidity) is usually created by disrupting natural conditions through construction or dredging in the aquatic environment. The containment of settleable solids is desirable to reduce the impact area.

Tie Downs

Tie downs can be used to secure all materials, which can aid in preventing discharges to receiving waters via wind.

Absorbent Materials

Absorbent materials will be placed under all vehicles and equipment on docks, barges, or other over-water structures. Absorbent materials will be applied immediately on small spills, and promptly removed and disposed of it properly. An adequate supply of spill cleanup materials such as absorbent materials will be maintained and available on site.

Equipment Maintenance and Inspection

Vehicle and construction equipment inspection will occur daily. Vehicles will be inspected prior to entering any over-water work zone. Vehicles and equipment will be kept clean of excessive build-up of oil and grease.

Land-based fueling stations will be used to the extent practicable.

Offsite repair shops will also be used to the extent practicable. These businesses are better equipped to handle vehicle fluids and spills properly. Performing this work off site can also be economical by eliminating the need for a separate maintenance area. If a leaking line cannot be repaired, the equipment will be removed from over water areas.

If maintenance must take place on site, only designated areas, located away from drainage courses will be used. Dedicated maintenance areas will be protected from stormwater run-on and runoff.

Cover and Catchment Measures

Portable tents, drop cloths, tarps, blankets, sheeting, netting, and plywood panels will be used to cover work areas, temporary stockpile materials, or demolition debris. Nets, tarps, platforms, scaffolds, blankets, barges, and/or floats will be used to contain and control debris beneath structures being constructed or demolished. Vacuums, diverters, squeegees, absorption materials, holding tanks, and existing drainage systems will be used to control and contain concrete-laden water. These BMPs will also facilitate the suppression and dispersal of fugitive dust generated from the demolition process.

Construction Water Treatment Systems

These systems generally consist of temporary settling storage tanks, filtration systems, transfer pumps, and an outlet. The temporary settling storage tank provides residence time for the large solids to settle out. The filtration system will be provided to remove additional suspended solids below an acceptable size (typically 25 microns). The pumps provide the pressure needed to move the water through the filter and then to an acceptable discharge location. Once the solid contaminants are filtered out, the clean effluent is then suitable for discharge to a municipal storm drain or an acceptable discharge location. These systems will be located on work bridges and barges.

Spill Containment Kits and Containment Products

These premanufactured products will aid in spill containment and cleanup. These kits and products will be kept on site and within construction vehicles for easy deployment.

Alternative Lubricants and Fuels

Eco-friendly lubricants and fuel sources (e.g., vegetable-based) will be used for in-water and over-water construction where practicable.

Barges and Floats

Barges and floats can be used to store stockpile materials, store construction equipment, transport demolition debris, and store water containment systems and water storage tanks. The barges and floats can also be used as a catchment for demolition debris if located below a proposed demolition activity.

Protection will be required to prevent debris or water from entering adjacent live traffic lanes and prevent the spread of such material over a larger area. The prevention of such occurrences can be accomplished by using temporary barriers and protective panels, and containing or vacuuming water from concrete saw usage.

2.3 In-Water Work – Best Management Practices

In addition to applicable BMPs described above for over-water work, the following BMPs apply where demolition activity will occur in waters of the state. These procedures will be implemented to contain construction materials and wastes (solid and liquid), soil or dredging materials, or any other materials that may cause or contribute to the exceedances of water quality standards.

Underwater Containment System/Temporary Cofferdam

These systems will be implemented to prevent sediment, concrete, and steel debris from mixing with waters of the state. Examples include a temporary cofferdam, an oversized steel casing, or another type of approved underwater containment system. This application will allow demolition work to be completed on and around an underwater structure and the work zone to be isolated. The system will also allow work to be completed at or below the mudline as determined by removal requirements by the state and the contractor. Construction water and slurry within the containment system will be removed, treated, and pumped to an acceptable discharge location upon completion of the demolition. Fresh concrete will be prevented for coming in contact with waters of the state.

Noise Attenuation

Bubble curtains will be installed during in-water impact pile driving.

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In-Water Construction Timing

In-water construction will adhere to the timing restrictions shown in Exhibit 2-1. Prescriptive in-water construction timing restrictions are illustrated in Exhibit 2-2.

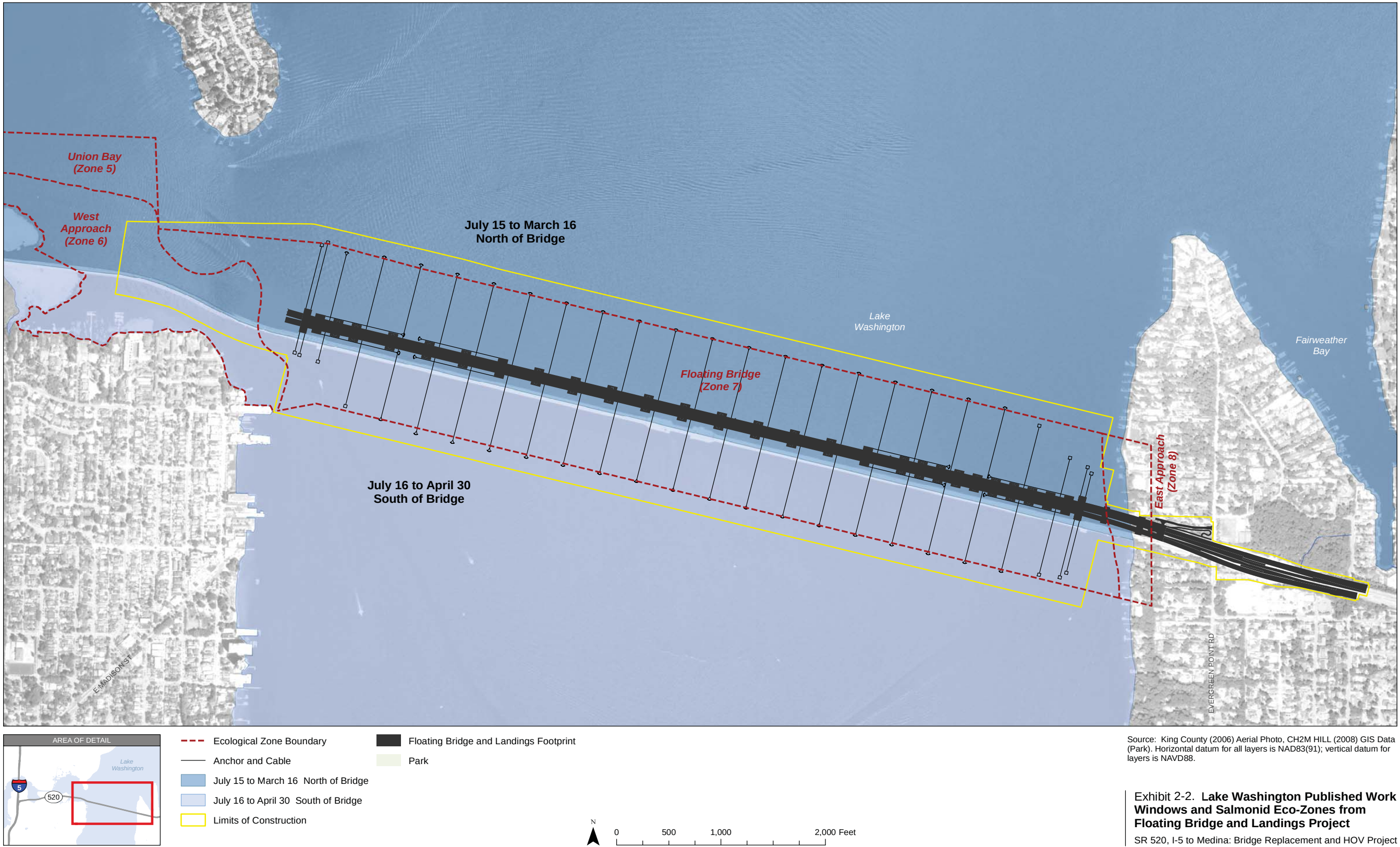
EXHIBIT 2-1.

IN-WATER CONSTRUCTION TIMING BY PROJECT ELEMENT AND GEOGRAPHIC AREA

Project Element	Prescriptive In-water Construction Timing	Proposed In-water Construction Timing
Temporary Pile Anchors - Vibratory	July 16 to March 15 ^a or July 16 to April 30 ^b	July 16 to March 15
Gravity or Shaft Anchor Installation - West End	July 16 to March 15 ^a or July 16 to April 30 ^b	July 16 to March 15
Gravity or Shaft Anchor Installation - East End	July 16 to March 15 ^a or July 16 to April 30 ^b	September 1 to May 15
Fluke Anchor Installation	July 16 to March 15 ^a or July 16 to April 30 ^b	N/A
Pontoon Assembly	N/A	N/A
Bridge Outfitting/Superstructure	N/A	N/A
Materials Transport	N/A	N/A
Pile Removal	July 16 to March 15 ^a or July 16 to April 30 ^b	July 16 to March 15
Work Bridge/Falsework Pile Installation	July 16 to March 15 ^a or July 16 to April 30 ^b	August 16 to March 15
Work Bridge Deck	N/A	N/A
Cofferdam - Vibratory	July 16 to March 15	September 1 to May 15
Mudline Footings in Cofferdam	N/A	N/A
West End Drilled Shaft – Vibratory (Pier 36)	July 16 to March 15	August 1 to March 31
East End Drilled Shaft – Vibratory	July 16 to March 15	September 1 to May 15
Bridge Superstructure	N/A	N/A
Materials Transport	N/A	N/A
Column Demolition	July 16 to March 15	N/A
Pile Removal	July 16 to March 15 ^a or July 16 to April 30 ^b	July 1 to March 15
Cofferdam Removal	July 16 to March 15	July 1 to March 15

^a North of Existing SR 520

^b South of Existing SR 520



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3. PROJECT CONSTRUCTION AND OPERATION

This section details the project elements that are expected to result in impacts to regulated natural resources either during construction or throughout the life of the project. These elements of the project include the following:

- Pontoon and anchor delivery
- Roadway and bridge construction
- Project operation

Each of the above elements is further detailed in the following sections, which describe all of the constituent activities associated with the respective elements and the final state of the project.

3.1 Pontoon and Anchor Delivery

The design for the new six-lane floating bridge requires 21 longitudinal pontoons, 2 cross pontoons, and 54 supplemental stability pontoons, for a total of 77 pontoons. However, the longitudinal and cross pontoons, as well as 10 supplemental stability pontoons (33 total), will be constructed and stored as part of the separate Pontoon Construction Project to replace the existing four-lane floating bridge if catastrophic failure were to occur (WSDOT 2010b). If the Evergreen Point Bridge does not fail prior to the planned reconstruction as part of this project, those pontoons constructed as part of the Pontoon Construction Project will be used to construct the new six-lane floating bridge.

This project will require the construction of an additional 44 supplemental stability pontoons to provide buoyancy and stability for the new six-lane floating bridge, and additional stormwater discharge capacity through spill control lagoons in the pontoons. Each supplemental stability pontoon is approximately 100 feet long, 30 feet tall, and between 50 and 60 feet wide. The 44 additional supplemental stability pontoons needed for the six-lane replacement bridge could be constructed beginning as early as November 2011 at existing facilities in the Port of Tacoma (23 supplemental stability pontoons), and approximately August 2014 at the Port of Grays Harbor casting facility (21 supplemental stability pontoons). The 58 precast gravity and fluke anchors for the floating bridge are likely to also be fabricated at one or more of these facilities.

Pontoon construction would typically take place 6 days per week, 10 to 16 hours per day for approximately 32 months between November 2012 and February 2014. Some night work will be required for launching pontoons due to minimum required tide heights. Upland night work may also be required to expedite pontoon construction.

The following subsections describe the fabrication and/or delivery of pontoons and anchors from the points of origin to integration into the floating bridge replacement.

3.1.1 Concrete Technology Corporation

The CTC facility can build five 100-by-60-foot pontoons at a time. Minor modifications to the terrestrial access ramps into the casting basin may be required, although this will not require any in-water work. Upland casting beds may be constructed for pontoon and anchor fabrication. Any pontoons built at the adjacent upland Port facility would need to be launched through the CTC casting basin. CTC currently operates the casting basin for an average of two projects per year. This operation includes complete opening cycles for each project that may span several tidal cycles. There are no seasonal restrictions in place for ongoing operations of the casting basin.

The casting basin is concrete and located approximately -1.8 feet relative to mean lower low water (MLLW), with a gate 16 feet thick, about 20 feet high, and over 160 feet long. The gate is located between the casting basin and the Blair Waterway. The interior of the casting basin provides a flat, dry work space where construction occurs. After the project (in this case, a cycle of pontoons) is completed, the basin is flooded in a controlled manner to allow the pontoons to float. Specifically, the sump at the end of the basin is cleaned to remove any accumulated sediment/debris. The sump is part of the overall stormwater system for the entire CTC property and includes two pumps that discharge to the waterway. The pumps have 6-inch screened inlets and each pump can move up to 900 gallons per minute.

Pontoon construction at the CTC facility and the adjacent Port of Tacoma site are consistent with current activities at these sites. Only minor alteration of existing upland environmental conditions is expected to occur, but this will not require any in-water work. Therefore, pontoon construction will not affect aquatic conditions adjacent to construction facilities due to adequate BMP implementation.

Pontoon storage will occur within upland portions of the site until launching. The upland storage periods are expected to range between 22 and 288 days for individual pontoons. Once launched, pontoons would be towed directly to Lake Washington. If temporary storage is required, this will occur at existing industrial berths.

When a pontoon is ready for transport and the casting basin has been sufficiently flooded to float the pontoon. The pontoons will be removed from the casting basin using tugboats to pull the pontoons out of the casting basin and into the launch channel. Once within the launch channel the pontoons will be cabled to a tugboat and pulled into Blair Waterway and prepared for transport to Lake Washington.

Pontoon launching may result in the stranding of listed fish species in the casting basin, although the casting basin is designed to facilitate removal of any fish that may have become stranded as it is dewatered.. To minimize this potential effect, all pumps or outlets, if used to convey water to and/or from the site to fish-bearing waters, will be screened per NMFS standards. Listed fish species may still enter the casting basin during an incoming tide, while the gates are open during passive basin filling and pontoon removal. The fish are expected to leave the basin with the outgoing tide.

During infrequent periods of higher low tide (i.e., when the low tide is higher than the base elevation of the basin), the basin may not be fully drained when the gates close. Listed fish species may become stranded in the basin. These trapped fish will be carefully removed following WSDOT fish handling protocols (WSDOT 2009a) and will be released into the Blair Waterway. Fish handling may result in a short-term direct effects on individuals, including injury or mortality.

Four pontoon launch cycles, consisting of a total of seven launch dates are anticipated to launch the 17 supplemental stability pontoons constructed in the CTC basin, between August 2012 and May 2014. One additional launch cycle, consisting of three launch dates, will also occur at this facility, to launch the six pontoons constructed at the adjacent Port of Tacoma site. This additional launch cycle is expected to occur between May and June 2014. As no outfitting activities are needed for these supplemental stability pontoons, they will be towed directly to Lake Washington, typically within several days.

3.1.2 Grays Harbor Casting Basin

The Grays Harbor casting basin facility may be used under its current configuration and operated pursuant to existing permit requirements. It will be authorized for up to two launch cycles for pontoons and/or anchors.

3.1.3 Pontoon Transport

Pontoon transport activities include towing the 33 pontoons constructed as part of the Pontoon Construction Project and moored in Grays Harbor (assuming they are not deployed in the event of a catastrophic failure), as well as the additional 44 supplemental stability pontoons built to support this project.

There are several stages in the transport of pontoons from the casting basin location to their Lake Washington destination. Pontoons must be first prepared for their voyage, then the towing requirements must be met before the tug boats can get under way. A description of these stages is provided below.

Voyage Preparation

Several tasks will be required to prepare the pontoons for transport. Preparatory work will be conducted at the points of origin.

The surfaces of the pontoons moored in Grays Harbor will be inspected and treated to remove invasive species and marine growth if necessary before transport. If moored for 6 months or more, the pontoons will be cleaned, as appropriate. WSDOT is currently completing a study to document the rate of marine growth likely to develop on the pontoons during moorage. If the study suggests a longer or shorter period be established for pontoon cleaning, then the 6-month time period will be modified. Pontoons will be cleaned in a similar manner as used to clean the hulls of large vessels. One technology uses diver-operated scrubbing machines that scrape and

scrub the surface of the vessel, removing attached marine growth. This activity will occur at an existing dock in Grays Harbor.

Prior to towing, pontoons must be secured with mooring lines and fendering. Second, gravel ballast must be added to the pontoons to trim them for efficient towing. Finally, where not already present, several pieces of equipment required for voyage will be installed onto the pontoons including watertight hatch covers, navigational lighting, bilge water sensors, list sensors, and global positioning system (GPS) position transmitters.

Marine Tow

The planned mode of transporting the pontoons from their Grays Harbor moorages is a “wet tow”—using a tug boat to tow the pontoons directly. The tow from Grays Harbor to Lake Washington is an estimated 250 nautical miles. Each pontoon will likely be towed individually; therefore, the number of pontoons that can be towed simultaneously is limited by the number of tug boats available. The tug boats will travel at slow speeds, and each trip will take approximately 76 hours (27 hours in the open ocean) to complete. These pontoons will travel north along the Washington coast line within the established Crabber/Towboat shipping lanes, through the Strait of Juan de Fuca into Puget Sound, and into the Ship Canal at Ballard Locks. Ocean-going tugs moving pontoons from Grays Harbor north to Puget Sound will follow international rules of right-of-way.

Pontoons towed from the CTC site or other potential sites will follow typical shipping lanes to the Port of Seattle and will also enter Lake Washington via the Ship Canal at Ballard Locks. Pontoon transport to Puget Sound, and subsequently to Lake Washington, is currently scheduled to occur over a 2-year time frame, between August 2012 and August 2014. The delivery process will involve towing 33 pontoons moored in Grays Harbor, and 44 supplemental stability pontoons from the CTC and Grays Harbor fabrication sites. Assuming that the pontoons are towed individually, there will be at least 77 towing trips through some portion of Puget Sound. Up to approximately 144 individual tow trips may occur during delivery of the new pontoons to Lake Washington if intermediate Port outfitting sites are used.

Pontoons are expected to be towed from Grays Harbor during the months of March through October. Towing along the outer coast and the Strait of Juan de Fuca is unlikely during the winter months (November through February) because of the elevated risk of inclement weather. Open-ocean towing will be permitted only during periods of 7-foot seas (i.e., 7-foot significant wave height) or less, that are diminishing in forecast (the maximum predicted wave height in 7-foot seas is 13 feet).

In addition to towing the new pontoons, the project will also involve towing the 33 existing pontoons to either sites in Lake Washington or elsewhere in Puget Sound, resulting in a maximum of 177 pontoon tows over a period of about 24 months. This will result in an average of about six or seven pontoon tows per month. All pontoons will enter Lake Washington through the Ship Canal at the Ballard Locks. Tug boat(s) could escort up to two longitudinal pontoons—

two pontoons connected together for a total dimension of 75 feet wide by 720 feet long—through the Ballard Locks at a single time. After passing through the Ship Canal, pontoons will be towed into Lake Washington and placed in the alignment of the new floating bridge. All pontoons are expected to be incorporated into the floating bridge in Lake Washington by 2014.

3.1.4 Pontoon Outfitting

This section describes the project elements required to outfit pontoons with roadway superstructure, and with other appurtenances necessary for final anchorage.

Pontoon outfitting is often a separate operation completed concurrently with other construction operations, thus facilitating a reduction of the construction schedule. Pontoon outfitting will occur in the existing SR 520 right-of-way in Lake Washington. If it is determined that pontoons need to be outfitted at other locations in Puget Sound, WSDOT proposes to update information related to offsite outfitting for the environmental documents at the time when specific details are known. It is assumed that if needed, offsite outfitting locations will be at existing commercial shipping or mooring facilities regularly used by large vessels or barges.

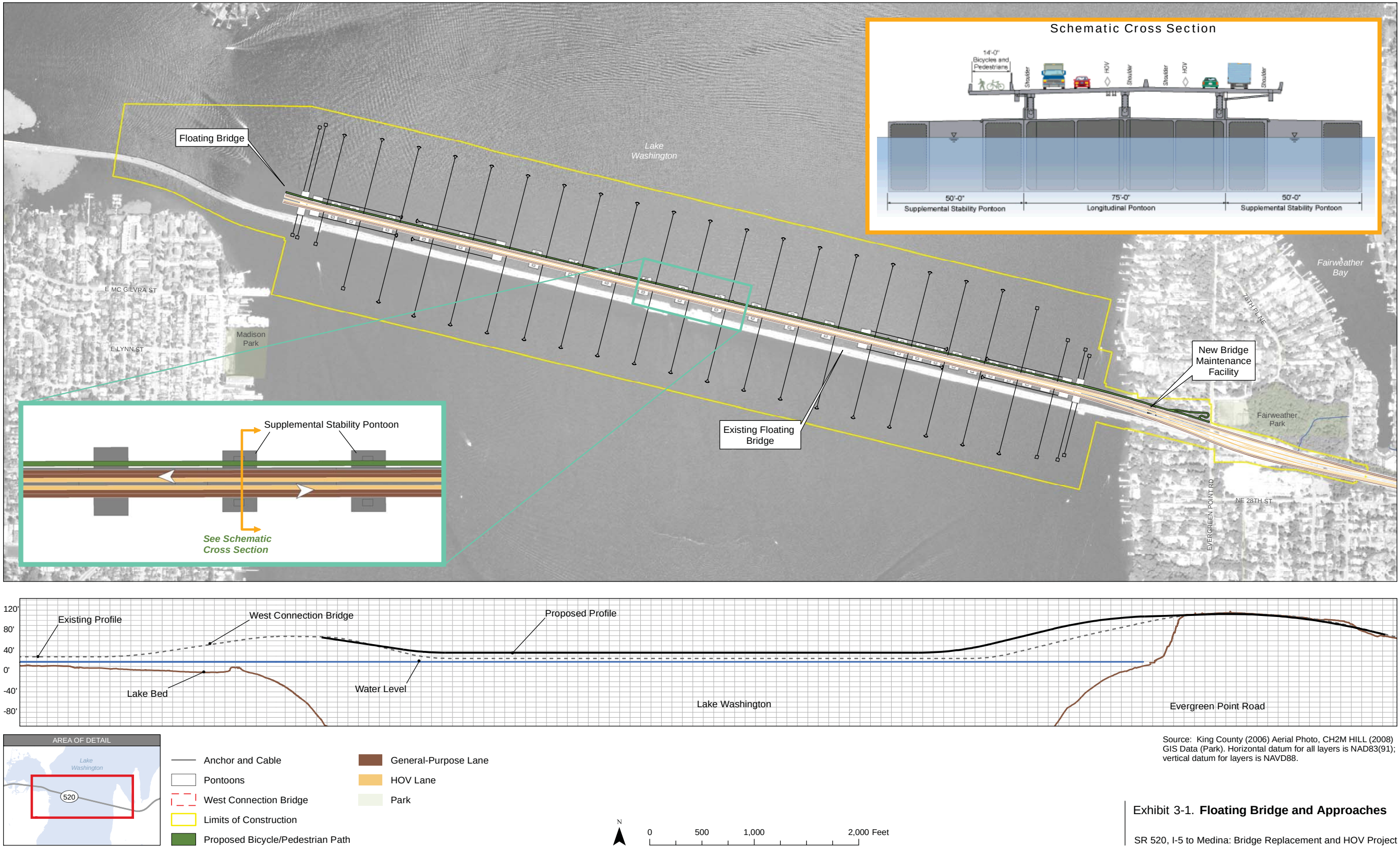
The annual timing of towing the pontoons from Grays Harbor to Puget Sound may require additional schedule considerations to determine whether or not to conduct intermediate offsite outfitting operations rather than completing all superstructure construction after the pontoons are anchored into their permanent location. Alternatively, weather window restrictions on Lake Washington and/or fishery closure restrictions may determine that pontoons be anchored onto their permanent Lake Washington anchorages rather than taking the time for an intermediate outfitting operation.

It is estimated that up to 11 pontoons may need to be moored temporarily in Puget Sound after being towed from Grays Harbor, to accommodate outfitting or schedule. It is also estimated that individual pontoons may need to be moored for up to 4 months, but it is unlikely that all 11 pontoons will be moored simultaneously. At most, it is estimated that up to 7 pontoons may need to be moored simultaneously. Temporary moorage and/or offsite outfitting in Puget Sound will occur at a existing facilities used for mooring large vessels. Once offsite outfitting construction is completed, pontoons will be towed from the port location through the Ballard Locks and into Lake Washington for incorporation into the floating bridge.

All pontoons must be transported through the Ballard Locks for entry into Lake Washington. These locks have a maximum width of 80 feet and thus will accommodate only pontoons outfitted to fit within that width (remaining outfitting would occur on Lake Washington).

3.2 Roadway and Bridge Construction

Construction will occur adjacent to the existing roadway and primarily within existing or acquired WSDOT right-of-way, although some temporary construction easements will be required. The project layout and limits of construction are shown in Exhibit 3-1. With the exception of materials transport and the use of existing industrial facilities (e.g. for pontoon outfitting), all construction activities, and associated temporary impacts, are assumed to be confined within the limits of construction. On Lake Washington, any barge anchorage or pontoon outfitting activities will occur within the construction limits.



Construction activities will take place on land, on work bridges constructed adjacent to the roadway, and from barges floating on the lake and outfitted with cranes. Construction will be sequenced to maintain traffic flow along the corridor. Construction activities in the project area will likely be ongoing for up to 4 years. The following subsections describe the detailed design and construction of the project.

3.2.1 Floating Bridge

The floating bridge will be replaced with a new structure composed of support columns and a roadway deck constructed on a foundation of hollow concrete pontoons connected in series across the deeper portion of the lake.

The new floating span will be located approximately 190 feet north of the existing bridge (measured from centerline to centerline). The new floating bridge will consist of two 11-foot-wide general-purpose lanes and one 12-foot-wide HOV lane in each direction, along with 4-foot-wide inside shoulders and 10-foot-wide outside shoulders. A single pier bent and two truss design transition spans (an eastbound and a westbound spn) will also be constructed at the western terminus of the floating span. A 14-foot-wide bicycle and pedestrian path with several scenic vantage points and pullouts will be located on the north side of the bridge. The project will eliminate the drawspan opening on the Evergreen Point Bridge.

The foundation of the floating bridge will consist of a single row of 21 longitudinal pontoons connected end to end, two cross pontoons (one at each end), and 54 supplemental stability pontoons spaced out along the row of longitudinal pontoons (27 on each side). The longitudinal pontoons will measure 360 feet long by 75 feet wide by 28.5 feet deep. The cross pontoons will measure 240 feet long by 75 feet wide by 35 feet deep. The supplemental stability pontoons will measure 98 feet long by 50 to 60 feet by 28.5 feet deep. The overall length of the new floating span will be 7,710 feet, compared to the existing 7,580 feet. The total over-water area displaced by the pontoons will increase to 19.9 acres, from the existing 10.8 acres. The new pontoons will have a deeper draft than the existing pontoons, typically ranging from 21.5 to 27.5 feet below the surface of the water, compared to existing pontoons at 7 to 14.5 feet below the water surface. The number and size of the new pontoons will be larger than the existing ones to provide the flotation needed for additional lanes, wider lanes, the bicycle/pedestrian path, and shoulders.

As with the existing floating bridge, the floating pontoons for the new bridge will be anchored to the lake bottom to hold the bridge in place. As described in Section 1.14, anchor types are likely to consist of fluke anchors for the deepest anchor locations (180 feet deep or more), gravity anchors for shallower, sloped anchor locations (likely between 60 to 180 feet), and shaft anchors in the shallowest locations (likely less than 60 feet). A total of 58 anchors are proposed: 45 fluke anchors, up to 13 gravity anchors (if no shaft anchors are used), or a combination of gravity anchors and up to 6 shaft anchors. Shaft anchors are most likely to be used in the shallower waters in the northeastern and southwestern corners of the floating span layout. Drilled shafts and concrete support columns will also be constructed at the western terminus of the floating span to support the eastbound and westbound transition spans. Five 10-foot diameter drilled shafts are proposed, which will comprise a single pier bent (Pier #36) of the future west approach span. Each drilled shaft will occupy approximately 80 square feet of substrate.

The roadway will likely be supported above the pontoons by rows of concrete columns spaced 30 to 35 feet apart, transversely, at both ends of the bridge. These rows of columns will be longitudinally spaced about 90 feet apart across the floating bridge. The roadway through the middle portion of the span will likely be supported above the pontoons by three lines of steel trusses in the middle portion of the bridge. The truss lines will likely be spaced 30 to 35 feet apart transversely. The roadway of the Evergreen Point Bridge will be approximately 13 feet higher than the existing bridge or approximately 21 feet above the lake surface to the top of the guardrail in the middle portion of the bridge. Roadway deck that extends laterally beyond the width of the pontoons will add an additional 0.9 acre of over-water cover, resulting in a total of 20.8 acres of over-water cover for the floating bridge. The roadway will terminate on the eastbound and westbound transition spans at the western terminus of the floating span. The eastbound span will be about 47 feet wide and the westbound span will be about 66 feet wide, and the spans will have about 48 feet of clearance above the water. Exhibit 3-3 shows a typical cross section of the floating bridge, including the supplemental stability pontoons with stormwater lagoons, and a roadway luminaire.

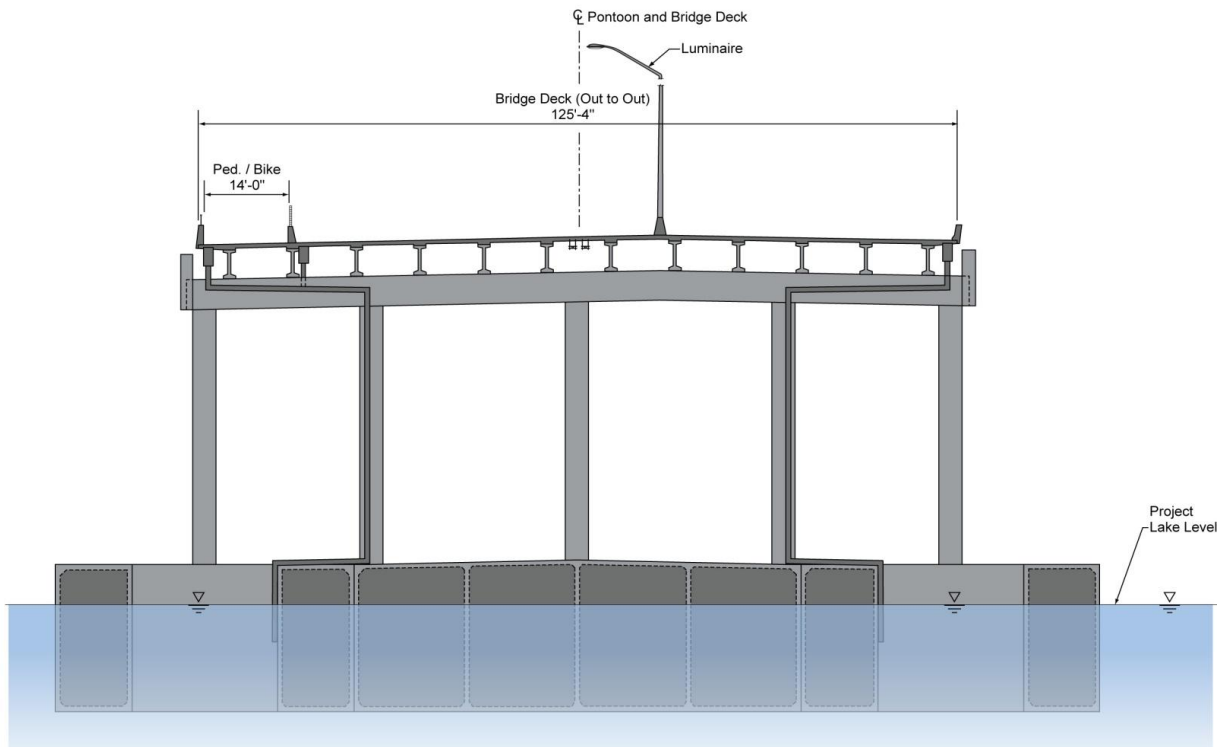
FLOATING BRIDGE AND LANDING

EXHIBIT 3-2.
FLOATING BRIDGE SECTION WITH LUMINAIRE AND STORMWATER LAGOON

Construction activities associated with pontoon installation will occur over an estimated 3-year period, beginning in 2012 and ending in early 2015. The following subsections describe the sequence of proposed activities during the floating bridge construction. For a detailed description of construction activities related to pontoon assembly and anchorage, refer to Section 1.17, Pontoon Assembly.

3.2.1.1 Floating bridge Construction Sequence

The construction sequence and activities are described in the following subsections and shown in Exhibit 3-3.

Construction Year 1

The first step of the floating bridge construction is to place the anchors. Temporary anchors are proposed for both the east and west ends of the floating span. Temporary anchors may be used to moor the new span or to replace anchors for the existing span where existing anchor lines conflict with the new bridge due to the proximity of the new and existing bridge and the increased draft of the new bridge. A total of about 12 temporary pile anchors will be installed in early 2012 and could remain in place for a total of up to about 22 months. Permanent anchors for the east cross pontoon can be installed but cannot be permanently attached to the east cross

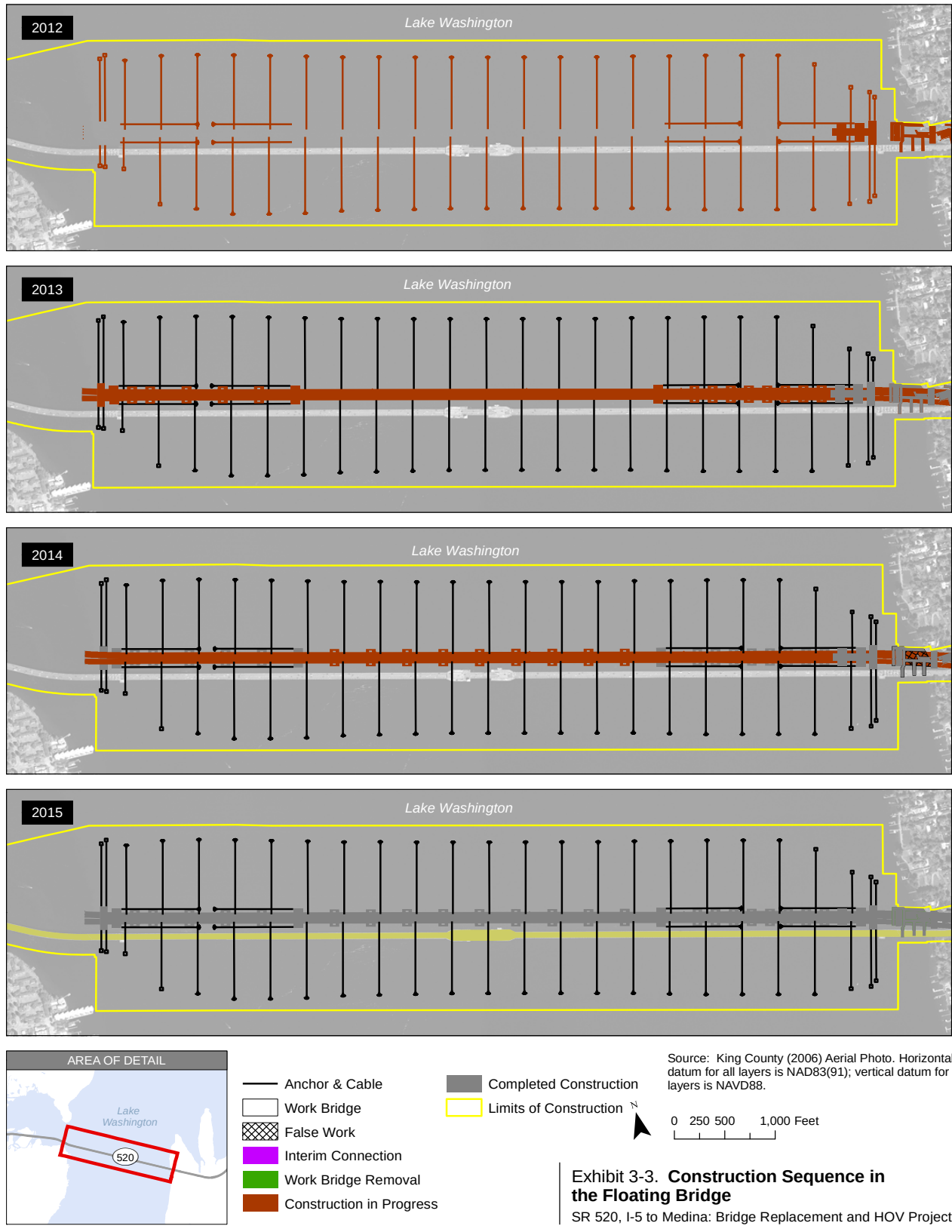
pontoon until the existing bridge is removed due to its proximity to the existing bridge. Thus, temporary anchorage may be required, unless more analysis can show that temporary anchorage is not required. Temporary anchorage may include installation of temporary anchors, connection to the existing bridge, or some other means to temporarily hold the bridge in position. Between February and October 2012, all of the 58 permanent anchors will be installed, occupying about 3.3 acres of substrate accounting for additional rock ballast or construction of rock fill pads on slopes. As the anchor installation nears completion, the assembly of one end (likely the east end) of the pontoon foundation could begin in the latter part of 2012, by installing one cross pontoon and several longitudinal pontoons. Construction of the five drilled shafts for pier bent 36 may also begin in construction year 1.

Construction Year 2

Further assembly of pontoons will cease during the winter months to avoid adverse weather conditions. Floating bridge construction is likely to resume in early 2013 with the beginning of superstructure construction on the assembled pontoons. As the potential for adverse weather conditions subsides in the spring, longitudinal pontoons will be gradually installed, moving toward the middle of the lake from both ends. Some or all longitudinal pontoons could be outfitted with steel trusses before they reach Lake Washington. The remaining pontoons will be outfitted while being incorporated into the new floating bridge. The supplemental stability pontoons will be incrementally installed along the north and south sides of the longitudinal pontoons. Approximately one-half or more of the longitudinal pontoons and supplemental stability pontoons are expected to be installed during this period. Any outfitting activities that have not been completed off site will also occur with the progression of the floating span construction.

Construction Years 3 and 4

For approximately the final 15 months of construction, between early 2014 and into 2015, construction will consist of assembling the remaining pontoons, completing the superstructure, adding the east and west transition spans, and dismantling the existing floating span. The floating bridge is scheduled to be open to traffic in the latter part of 2014. Once traffic shifts to the new floating bridge, the existing floating bridge will be dismantled and the pontoon sections towed away. The old pontoon sections could be sold for other purposes or hauled to an existing facility for demolition and recycling.



FLOATING BRIDGE AND LANDING**3.2.1.2 Floating Bridge Effects**

This section addresses effects that will result from the following activities and conditions:

- Installation of pontoon mooring anchors
- Installation of the bridge pontoons and bridge superstructure
- Removal of the existing floating bridge span
- Long-term presence and operation of the floating bridge

Project elements and construction activities for this area are described above in Section 3.1.1. Exhibit 3-4 summarizes the spatial and temporal extent of those project elements and the related construction activities.

EXHIBIT 3-4.

SPATIAL AND TEMPORAL EXTENT OF PROJECT ELEMENTS IN THE FLOATING BRIDGE AREA

Project Element	Total Number	Frequency	Total Duration	In-Water/Over-Water Area
Drilled shafts	5	2 to 4 days per shaft	Approx. 20 days	400 square feet
Anchor Installation	58	7 to 8 per month	12 months	Up to 3.3 acres
Pontoon Assembly	77	3 to 4 per month	21 months	21.9 acres
Bridge Superstructure	23	Approx. 1 per month	23 months	N/A ^a
Pontoon Disassembly	24	2 per month	6 months	12.9 acres

N/A = not applicable

^a Over-water area captured in pontoon area

The project elements and associated construction activities described in Section 3.1.1.1 are expected to result in the following mechanisms of effect or types of stressors on listed species:

- Water quality degradation
- Noise
- Habitat alteration

The potential project-related effects from the floating bridge are discussed in detail below.

Water Quality Degradation

Potential water quality effects during proposed activities include elevated turbidity and the introduction of construction debris. Potential long-term water quality effects associated with stormwater management for the project are discussed in Section 2.0.

Turbidity

FLOATING BRIDGE AND LANDING

Exhibit 3-5 lists the project elements that have been identified as sources of turbidity in the floating bridge portion of the action area.

**EXHIBIT 3-5.
PROJECT ELEMENTS IDENTIFIED AS SOURCES OF TURBIDITY FOR THE FLOATING SPAN OF THE
EVERGREEN POINT BRIDGE**

Turbidity Source	Peak Values per Construction Year			
	2012	2013	2014	2015
Drilled shaft installation	5	N/A	N/A	N/A
No. of Anchors placed (less than 60 feet deep)	6	N/A	N/A	N/A
No. of Anchors placed (greater than 60 feet deep)	52	N/A	N/A	N/A
Instances of Pontoon Disassembly	N/A	N/A	~12	~12
Total No. of Sources	63	N/A	12	12

N/A = not applicable

The above table shows the yearly and final acreage of impacts. Changes to either the yearly totals or the final amount of shade impact may trigger revisions to environmental documentation or a change in compensatory mitigation.

Localized and short-term increases in turbidity will occur during the installation of the pontoon anchors, particularly in areas where water-jetting is used to set the fluke anchors below the mudline in soft bottom areas. In the harder and sloped substrate areas, excavation and fill placement will be used to establish a footing for the gravity anchors. A total of 58 anchors will be required to secure the floating bridge in place. The existing anchors will likely be left in place because they are expected to be too embedded to safely remove them, and leaving them in place will minimize potential turbidity effects.

Potential water quality degradation (i.e., turbidity) from pontoon anchor placement will occur over a 7-month period during the first construction year. Most of this work will likely occur during the summer months, when wind conditions will be more favorable for open-water construction activities and the potential for winds to disperse sediments suspended in shallower waters will be reduced.

As a result, in-water activities associated with pontoon anchor placement will result in localized and short-term increases in turbidity levels. Additionally, disassembling the existing pontoons (up to 12 instances per year in construction years 3 and 4) will likely cause turbidity increases due to in-water concrete sawing. The location and duration of proposed construction activities, along with the implementation of appropriate BMPs, will limit the potential exposure of listed salmonids.

Installation of the floating bridge will typically occur from barges, tug boats, or the pontoons. During installation of the floating bridge, BMPs outlined in Section 2.0 will be followed to minimize effects on water quality.

Pollutants

Implementation of BMPs described in Section 2.0 will minimize or eliminate the potential to introduce pollutants into the aquatic environment during construction activities.

Physical Debris

Physical debris may be introduced into the aquatic environment during pontoon outfitting and removal of the existing floating bridge. These activities will occur from the pontoons or construction barges. BMPs, as described in Section 2.0, will be implemented to minimize or prevent debris from entering the water during these activities. BMPs include but are not limited to nets, tarps, platforms, scaffolds, blankets, barges, and floats.

Debris—in particular fugitive concrete dust or slurry—may enter the lake during saw cutting at pontoon-to-pontoon joints during demolition or pontoon removal activities. The BMPs outlined in Section 2.0 will be implemented to minimize the potential for debris to enter the lake during demolition activities.

Noise

Potential noise effects during proposed activities include underwater noise associated with vibratory pile driving.

The only potential pile-driving activities during the installation of the floating bridge will occur if pile anchors are used to temporarily secure pontoons in place. However, temporary pile anchors will be driven only with a vibratory hammer, resulting in little or no effect on fish. The limited potential for effects are because of the low number (five or six) pile anchors potentially needed (if any), the short duration of pile driving (hours), and the low intensity and frequency of the resulting underwater noise.

Habitat Alterations

Potential habitat alteration effects include benthic habitat disturbance and displacement, alteration of structural complexity, shading, and artificial lighting.

Benthic Habitat Disturbance and Displacement

As indicated above in the water quality discussion, the placement of 58 pontoon anchors will result in the disturbance and displacement of about 3.3 acres of substrate and benthic habitat. In addition to habitat under the anchors, approximately 2,500 square feet of benthic habitat around

FLOATING BRIDGE AND LANDING

the pontoon anchors will be disturbed during the installation process. This will occur from water-jetting the fluke anchors below the mudline and from excavation and fill activities required to level the gravity anchor locations, as these will be the primary methods for anchoring the pontoons in areas with sloping substrate. This habitat includes the area directly affected by the water-jetting and excavation and the area where suspended material settles to the lake bottom. Because of limited water currents at these locations, it is likely that sediments will resettle rapidly.

As shown in Exhibit 3-6, a total of approximately 3.3 acres of benthic substrate will be permanently occupied by the pontoon anchors, although some sedimentation and recolonization by benthic organisms could provide some recovery. The drilled shafts supporting the transition span will occupy about 400 square feet of substrate, or about 0.01 acre. In addition, up to about 12 temporary anchors will be installed at either end of the floating span in early 2013 and be in place for about 22 months; this activity will temporarily displace 60 square feet of benthic habitat.

EXHIBIT 3-6.
PROJECT ELEMENTS RESULTING IN DISPLACEMENT OF BENTHIC SUBSTRATE

Substrate Displacement Source	Peak Values per Construction Year (acres)				Final
	2012	2013	2014	2015	
Drilled shafts	0.01	0.01	0.01	0.01	0.01
Anchors (less than 60 feet deep)	0.3	0.3	0.3	0.3	0.3
Anchors (greater than 60 feet deep)	3.0	3.0	3.0	3.0	3.0
Total	3.3	3.3	3.3	3.3	3.3

The above table shows the yearly and final acreage of impacts. Changes to either the yearly totals or the final amount of shade impact may trigger revisions to environmental documentation or a change in compensatory mitigation.

Alteration of Structural Complexity

The placement of in-water structures will alter the structural complexity of the aquatic environment. Project-related factors that influence in-water structural complexity are primarily a function of the amount of in-water structure per unit area and the spatial alignment of the structures in relation to one another, such as spaces between the supplemental stability pontoons, the size and depth of the pontoons, and the distance along the face of the pontoons (i.e., perimeter) per the length (i.e., linear distance) of the floating span.

Exhibit 3-7 characterizes the structural complexity of the floating bridge section through construction to its final configuration.

EXHIBIT 3-7.

SOURCES OF CHANGES IN STRUCTURAL COMPLEXITY

Structural Complexity Source	Peak Values per Construction Year				Final
	2012	2013	2014	2015	
Drilled shafts	5	5	5	5	5
No. of Anchors (less than 60 feet deep)	6	6	6	6	6
Existing Pontoon Perimeter (linear feet)	7,580	7,580	7,580	N/A	N/A
New Pontoon Perimeter (linear feet)	1,200	4,675	9,350	9,350	9,350

N/A = not applicable

Changes in structural complexity will result in potential changes to salmonid and predator species interaction with the floating bridge, avian species use of the structures, and lake circulation. The above table shows the yearly and final extent of impacts expressed in linear feet. Changes to either the yearly totals or the final amount of structural complexity impact may trigger revisions to environmental documentation or a change in compensatory mitigation.

Shading

To evaluate the effect of shading in the floating bridge area, the total plan view area of over-water cover was used to provide a year-by-year comparison of shade conditions as the project construction is completed. Exhibit 3-8 provides a summary of these values.

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EXHIBIT 3-8.
SOURCES OF POTENTIAL SHADING EFFECTS

Shading Source	Peak Values per Construction Year (acres)				Final
	2012	2013	2014	2015	
Existing Floating Span	12.1	12.1	12.1	N/A	N/A
New Floating Span ^a	0.7	17.4	21.9	21.9	21.9
Total	12.7	29.5	34.0	21.9	21.9

^a Assumes the outermost footprint of either pontoons or bridge deck overhang.

The above table shows the yearly and final acreage of impacts. Changes to either the yearly totals or the final amount of shade impact may trigger revisions to environmental documentation or a change in compensatory mitigation.

Construction Lighting

Artificial lighting during project construction has the potential to affect aquatic habitat conditions in the floating bridge area, potentially serving as an attractant to listed species as well as their predators. This could potentially cause an alteration of normal behavior patterns of listed species and increased predation on listed species.

During construction, nighttime lighting will be used only in concentrated work and stockpile areas, while some low-intensity navigation lighting will also be installed on some portions of the work bridges during construction. Construction activities expected to occur at night include the following:

- Anytime work requires travel lane closures for safe construction (9:00 p.m.–5:00 a.m.)
- Construction activity in winter months (October through March, until 7:00 p.m.)
- Girder placement
- Resupply of construction staging areas (e.g., delivery of steel, rebar, and decking materials)
- Final structure outfitting (e.g., signal, signage, and striping)

Therefore, the effects of construction lighting will be variable, both spatially and temporally, as the construction progresses. Areas of concentrated light from on- or over-water work are expected to be 200 feet or less at any one location. Typical BMPs include the following:

- Shielding the lights with visors, louvers, shields, or screens to minimize light spillage
- Directing the lights away from the water whenever practical
- Minimizing the use of lights in areas other than the immediate work zones, when not needed for safety

3.2.2 East Approach and Bridge Maintenance Facility

WSDOT will replace the east approach span of the Evergreen Point Bridge with a new span to the north consisting of an eastbound and westbound structure with a gap in the middle. The east approach will span the east end of the floating bridge to the high bluff along the Medina shoreline. The east approach substructure will consist of drilled shafts, mudline footings, and concrete support columns. The superstructure will also consist of cast-in-place concrete girders and the roadway deck. The combined width of the north and south structures will range from 134 to 152 feet, from west to east. The structure will be approximately 660 feet long and range from 66 to 78 feet above the water surface (Exhibit 3-9).

The east approach will have two column piers. Pier one will be approximately 350 feet (or less) out from the shoreline, and Pier two will be onshore, several feet from the shoreline. Each column pier foundation will consist of ten 10-foot-diameter drilled shafts and two mudline footings to transfer column forces into the shaft group. The two in-water mudline footings making up Pier one will measure approximately 90 by 60 feet for the north bridge and 60 by 50 feet for the south bridge and together will occupy approximately 8,300 square feet of substrate. The two in-water footings will support a total of five rectangular bridge columns, each measuring 11 by 7.5 feet or roughly 420 square feet (Exhibit 3-10).

FLOATING BRIDGE AND LANDING

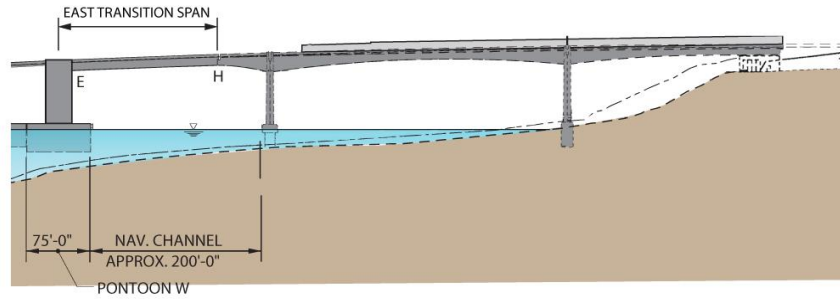


EXHIBIT 3-9.
EAST APPROACH PROFILE

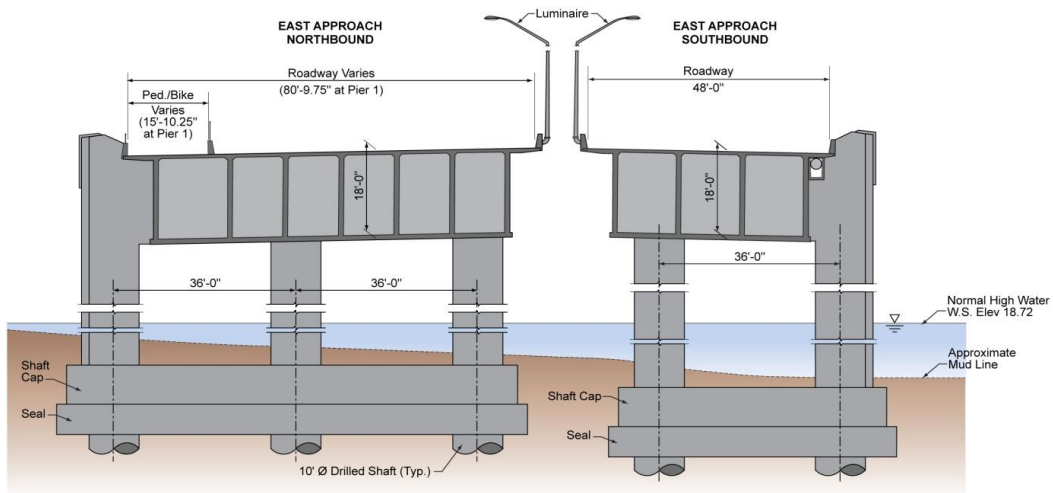


EXHIBIT 3-10.
EAST APPROACH TYPICAL SECTION

Approximately 1.4 acres of vegetation will be removed along the east shoreline of Lake Washington for the construction of the bridge maintenance facility. No wetland habitat will be affected in this area. An existing stormwater treatment wetland will be modified to accommodate additional flow from the increased area of impervious surface.

Box girder bridge sections are proposed to be cast-in-place, which will require the use of falsework to support the concrete forms. The completed superstructure will have an over-water width of 83 and 51 feet (for the north and south bridges, respectively) at the west end of the east approach, and then widening to 91 and 61 feet (north and south, respectively) at the east end. The gap between the bridges will gradually widen from 6 feet at the west end to 10 feet at the east end. The bottom of the bridge deck will range from a low of about 66 feet above the water at Pier one to 78 feet above the water at the mid-point of the adjacent (landward) span. Total over-water cover resulting from the east approach span will be approximately 1.3 acres. This represents an increase of approximately 1 acre from the existing condition.

Construction of the new east approach span will be concurrent with the floating bridge construction, over a 3 $\pm$ -year period between 2012 and 2015. Construction will take place from work bridges, barges, and land. Both the north and south approach structures will be constructed simultaneously and completed before traffic is shifted onto the bridge.

The new bridge maintenance facility will be built at the same time as the east approach structure. Permanent and temporary access roads, retaining walls, a building and a dock will be constructed while the east approach structure is being built. The facility will consist of a 12,000-square-foot two-story maintenance building to house personnel and equipment and a parking facility constructed in the hillside under the proposed approach span, as well as a working dock.

The proposed dock design will likely consist of a modified T-shaped (hammerhead) dock, with the moorage platform extending no more than 100 feet perpendicular to the shoreline. The dock stem will be approximately 10 feet wide, and the moorage platform may be as much as 14 feet wide. The moorage platform will extend approximately 60 feet in a north-south direction parallel to existing bathymetry. The over-water cover resulting from the dock will be approximately 1,500 square feet, representing an increase of 600 square feet from the existing docks that will be removed. Two work boats, as large as 32 and 50 feet long, may be moored at the dock. The dock may be supported by up to five columns measuring 3 feet in diameter and resting on 5- or 6-foot-diameter drilled shafts. Vibratory installation of up to 20 piles may be needed to support the shaft drilling rig.

There will be three or four ladders mounted to the dock to provide access to the boats and a way for people to safely climb onto the dock if they fall into the water. These ladders would extend into the water a short distance. There will be a fender system mounted to the dock to protect the boats and dock from damage. Fender spacing will be approximately 3 feet on-center along the mooring area and will extend approximately 5 feet below ordinary high water (OHW).

3.2.2.1 East Approach Construction Sequence

The construction sequence in the east approach area is described in the following subsections and shown in Exhibit 3-11.

Construction Year 1

Within the first construction year (2012), the upland abutment Pier three would be constructed, and work bridges and falsework will be constructed along and under the proposed east approach structures including the maintenance facility dock. The first phase of work bridge construction will involve driving up to 125 piles in Lake Washington. These pile-driving activities are expected to occur during a 3- to 4-month period in the latter part of 2012, possibly extending into 2013. WSDOT anticipates that the work bridges will occupy up to 0.8 acre of over-water cover, extending approximately 380 feet out into Lake Washington (to roughly the 20-foot depth).

As work bridge construction is completed, the substructure elements of the east approach and the maintenance facility dock can be subsequently installed. The four 5- to 6-foot-diameter drilled shafts for the dock will be installed. Pier one construction is likely to consist of installing the 10 drilled shaft casings and subsequently containing them within a single cofferdam. The cofferdam is expected to occupy roughly 8,950 square feet of substrate area for the year it is expected to be in place. It is likely that a single cofferdam will be installed to construct the two mudline footings of Pier one.

Upland construction of the maintenance facility will also begin during this time; it will involve shoring up slopes, excavating the foundation areas, and constructing the building and retaining walls.

Construction Year 2

After the completion of the drilled shafts, cofferdams will be dewatered, a seal course poured and mudline footings will be constructed beginning in the second construction year (2013). Pier two construction will occur concurrently with Pier one, although these activities will be exclusively out of the water. Following the completion of the mudline footings, concrete pier columns would then be constructed.

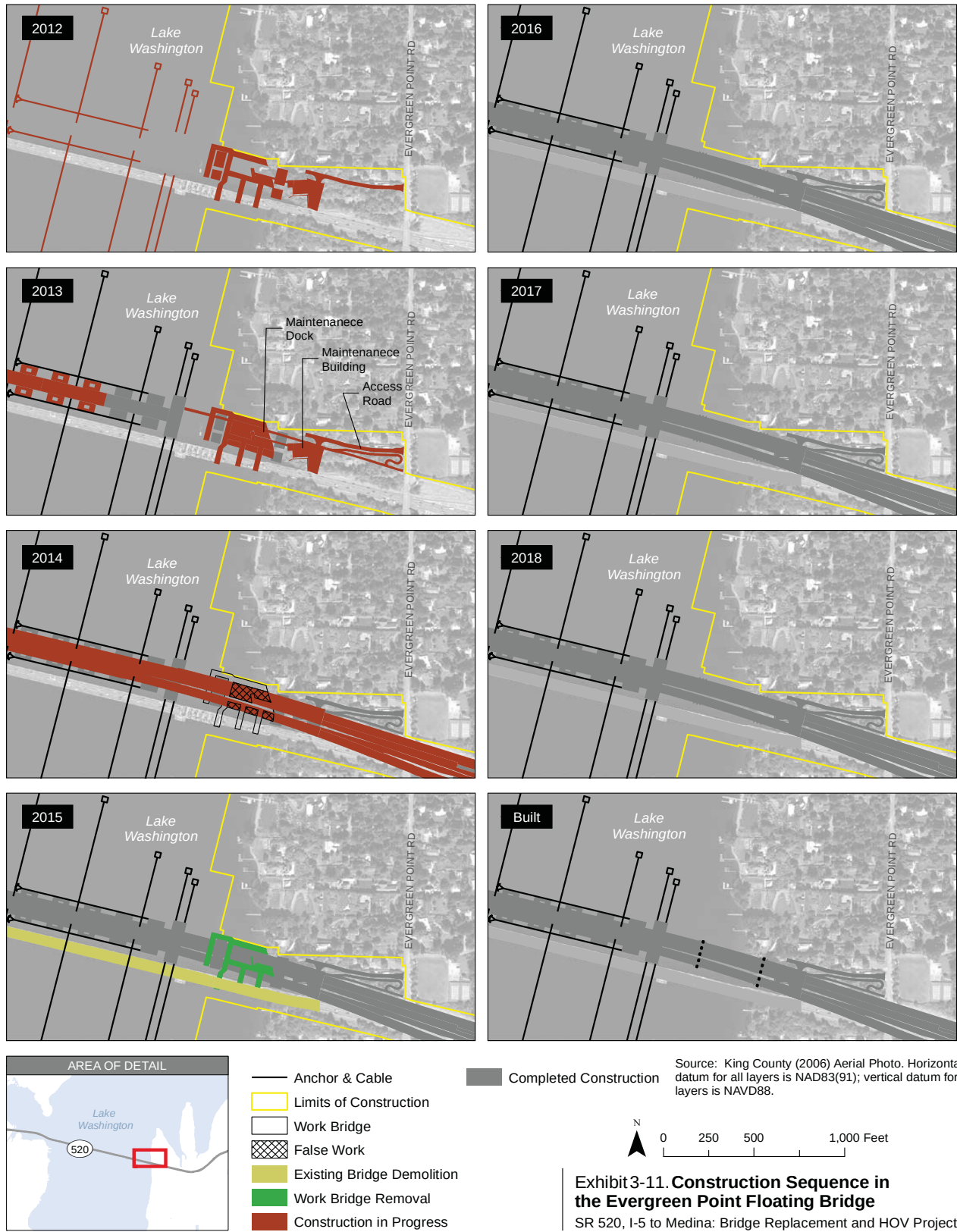
As substructure construction progresses into the second construction year (2013 to 2014), construction of the superstructure can begin. Additional falsework will be required for superstructure erection, requiring up to 40 additional piles to be driven in this construction year. Completion of the maintenance facility, including site restoration and landscaping, is also expected to occur in this time frame.

Construction Year 3

In construction year 3 (2014), the bridge superstructure will be completed from the work bridges, barges, and land access. WSDOT expects that the bridge will be open to traffic in December of 2014.

Construction Year 4

Construction year 4 (2015) marks the final year of construction in the east approach area. WSDOT expects that 26 columns of the existing substructure (14 in-water) will be removed in the early part of 2015. With the completion of the new superstructure and demolition of the existing structure, the work bridges and falsework will be dismantled and the 165 piles removed. The final stage of construction will consist of site cleanup and demobilization.



FLOATING BRIDGE AND LANDING**3.2.2.2 East Approach Effects**

This section addresses effects related to the east approach area and the proposed maintenance facility that will result from the following activities and conditions:

- Construction of the new fixed-span structure and associated temporary structures
- Construction of a new upland maintenance facility
- Construction of a new dock for the maintenance facility
- Removal of the existing east approach structure and the temporary structures
- Long-term presence of the proposed east approach structure

Project elements and construction activities for this area are described above in Section 3.1.2. Exhibit 3-12 summarizes the spatial and temporal extent of these project elements and the related construction activities. These project elements and activities are expected to result in the following mechanisms of effect or stressors on listed species and designated critical habitat, which are discussed in detail below:

- Water quality
- Noise
- Habitat alteration
- Fish handling

EXHIBIT3-12.
SPATIAL AND TEMPORAL EXTENT OF PROJECT ELEMENTS IN THE EAST APPROACH AREA

Project Element	Total Number	Frequency	Total Duration	In-Water/Over-Water Area
Work Bridge/Falsework Pile Installation	165	Up to 8 per day	Up to 7 months	Up to 825 square feet
Work Bridge Deck	1	Approx. 2,500 square feet per day	Up to 3 months	Up to 0.8 acres
Cofferdams	1	1 per (2013) construction year	Up to 4 months	Approx. 8,950 square feet total
Mudline Footings	2	2 per (2013) construction year	Up to 4 months	Up to 8,300 square feet total
Bridge Superstructure	2 spans	Varies	Approx. 12 months	1.3 acres
Materials Transport	N/A	Daily	Ongoing	N/A
Column Demolition	14	Approx. 2 to 3 weeks	Approx. 2 months	Approx. 350 square feet
Pile Removal	165	Approx. 4 to 6 per day	Approx. 3 months	Up to 825 square feet
Cofferdam Removal	1	3 per (2) construction year	Approx. 1 month	Approx. 650 square feet

Water Quality Effects

Water quality effects include the potential for elevated turbidity, resuspension of contaminated sediments, and the introduction of construction debris during proposed activities. Each is discussed in more detail below.

Turbidity

Project construction will result in increased turbidity levels in and near aquatic habitat. Upland construction and staging activities will disturb the soils in shoreline areas, creating some potential for sediments to be introduced to the aquatic environment. However, implementation of appropriate BMPs is expected to eliminate or minimize this potential risk. Any turbidity caused by upland activities will remain localized, and BMPs will be maintained, repaired, or augmented to minimize or eliminate turbid runoff.

Pile driving (both vibratory and impact) to construct the work bridges and falsework structures, deconstruction activities such as pile removal, as well as other construction activities to construct the permanent bridge have the potential to increase turbidity conditions in the immediate construction area. Falsework and work bridge piles that are not accessible to removal by vibratory methods will be cutoff at the mudline. This activity will elevate turbidity levels in the immediate work area, with the potential disturbance and suspension of lake sediments, as well as the release of concrete or metal particles during cutting.

The construction elements in Exhibit 3-13 include in-water work activities for the east approach area and have been identified as potential sources of turbidity. However, increased turbidity is expected to be minimal and localized in the east approach area. The work bridges will be confined to relatively shallow water areas (typically less than about 20 feet of depth), where the sediments are relatively consolidated, with nearshore substrate consisting of small cobble and gravel material, and offshore sediments consisting primarily of sandy material. These substrate types are not expected to contain sufficient fine-grained material to cause resuspension effects during construction activities in the east approach area.

EXHIBIT3-13.

SUMMARY OF IN-WATER CONSTRUCTION SCHEDULES IN THE EAST APPROACH AREA

Turbidity Source	Peak Values per Construction Year			
	2012	2013	2014	2015
No. of Existing Columns Removed	N/A	N/A	N/A	14
No. of Piles Driven	125	40	N/A	N/A
No. of Piles Removed	N/A	N/A	N/A	165
No. of Shaft Casings Installed	5	N/A	N/A	N/A
No. of Shaft Templates Removed	5	N/A	N/A	N/A
No. of Cofferdams Installed	1	N/A	N/A	N/A
No. of Cofferdams Removed	1	N/A	N/A	N/A
Total No. of Sources	137	40	0	179

N/A = not applicable

The above table shows the anticipated yearly sources of turbidity. Changes to the yearly totals may trigger revisions to environmental documentation.

The removal of the work bridge and falsework support piles and existing bridge columns has the greatest potential to cause turbid conditions. However, this work will be accomplished inside of a silt curtain, and the larger grain-sized sediments are expected to be readily expelled from inside the piles as they are vibrated out of the substrate, resulting in limited turbidity potential. The drilled shaft construction activities will occur within the cofferdam, and will not result in additional potential to cause turbidity. As a result, the in-water activities will likely only produce elevated turbidity levels in a localized area and of relatively short duration. In all cases, however, turbidity levels will meet state water quality standard (5 NTUs over background) within 150 feet of the project activity.

The temporal extent of potential elevated turbidity is expected to occur periodically during the construction and demolition process in the east approach area. This will occur during a total of 18 months, extending through three 6-month in-water construction periods. However, the higher intensity effects of turbidity are expected to occur during cofferdam removal in the second construction year, and during pile and existing column removal in the final construction year.

The spatial extent of elevated turbidity (sufficiently above baseline to cause concern) is expected to be limited by the nature of the proposed construction activities, the shallow water installation locations, the lack of current in Lake Washington, and the implementation of BMPs (see Section 2.0) such as floating booms or turbidity curtains as necessary to minimize the dispersion of turbidity. Additionally, the timing and duration of proposed construction and demolition activities during approved in-water construction windows should limit the potential exposure of listed salmonids.

Upland construction and staging activities also have the potential to result in turbid conditions in the nearshore habitat in the east approach area. However, implementation of appropriate sediment and erosion control BMPs, such as silt fences (see Section 2.0), is expected to minimize this potential. Although the water currents in the area are weak, substantial wave action occurs along the shoreline as a result of the predominant northerly wind patterns in the lake. Therefore, any turbidity caused by upland activities will remain localized along the shoreline during relatively calm weather conditions, except for greater dispersion effects occurring during windy periods.

Pollutants

There is no indication of contaminated sediments along the east approach area. The implementation of perimeter control (curbs and toe boards) and catchment measure (tarps and platforms) BMPs described in Section 2.0 is expected to minimize or eliminate the potential for pollutants to be introduced by construction and demolition activities.

Physical Debris

The implementation of perimeter control (curbs and toe boards) and catchment measure (tarps and platforms) BMPs described in Section 2.0 is expected to minimize or eliminate the potential for physical debris to be introduced by construction activities.

Noise

Vibratory pile driving and impact pile driving activities have the potential to increase underwater noise levels in the east approach area.

Only impact pile-driving activities are expected to produce sound levels that could measurably affect fish species. WSDOT used the results from other pile-driving studies, as summarized in the WSDOT Advanced BA Training Manual, to predict initial sound levels. Based on these previous studies, it is assumed that the impact driving of 30-inch-diameter piles in the east approach area will result in single-strike peak sound levels of approximately 212 dB, a typical single-strike SEL of about 195 dB, and a root mean square sound level of 186 dB_{RMS} (all measured at a 33-foot distance from the source). Based on results from past WSDOT projects, it is assumed that a bubble curtain applied to driven piles in the east approach area will result in a 10-dB reduction in noise levels. It is also assumed that an average of 1,000 pile-driving strikes will be required for each pile, with a total of eight piles driven per day in the east approach area. Based on these conservative assumptions, peak sound levels will remain above the injury threshold (206 dB) within about 16 feet of the pile, while the cumulative SEL will remain above the injury threshold for about 1,770 feet.

FLOATING BRIDGE AND LANDING

The practical spreading loss model for assessing underwater sound suggests that pile-driving sound levels will attenuate to below the 150 dB_{RMS} sound level threshold for fish disturbance at a distance of 7,070 feet for 30-inch-diameter piles. The proposed pile-driving activities and resultant effects for the east approach area are summarized in Exhibit 3-14.

EXHIBIT 3-14.

SUMMARY OF PILE-DRIVING ACTIVITIES IN THE EAST APPROACH AREA AND RANGES WITHIN WHICH FISH DISTURBANCE OR INJURY COULD OCCUR

Elevated Noise Source	Peak Values per Construction Year	
	2012	2013
Timing	Jul.–Mar.	Jul.–Mar.
Total No. of Piles	125	40
Maximum Piles per Day	8	8
Estimated Driving Days	28	5
Strikes per Pile	500	500
Strikes per Day	4,000	4,000
Strike Duration per Pile (minutes)	20	20
Strike Duration per Day (minutes)	160	160
Area per Work Bridge (acres) – 206 dB _{PEAK}	0.9	0.4
Area per Work Bridge (acres) – 187 dB _{SEL}	150.2	134.1
Area per Work Bridge (acres) – 183 dB _{SEL}	150.2	134.1
Area per Work Bridge (acres) – 150 dB _{RMS}	1,809.5	1763.6

^a Duration is not continuous; assumes 20 minutes or less for each of eight piles per day

Assumptions: 206 dB_{PEAK} distance = 5 meters from pile (845 square feet per pile)
 187 dB/183 dB_{SEL} distance = 541 meters from pile (125.4 acres per pile)
 150 dB_{RMS} distance = 2,154 meters from pile (1,741 acres per pile)

Changes to either the amount or duration of pile driving activities may trigger revisions to environmental documentation or a change in compensatory mitigation.

Pile driving will also occur during approved in-water work windows to minimize the potential effects on fish species. Pile driving will be most extensive in the first construction year, with the installation of about 125 work bridge support piles. Assuming an installation rate of about eight piles per day, about 16 to 28 days of pile driving will be expected over the 7-month construction period. In the second construction year, about 40 falsework piles will be installed, during as few as 5 days, within the construction year.

Habitat Alteration

Potential habitat alterations effects that will result from proposed project activities include riparian habitat disturbance and displacement, benthic habitat disturbance and displacement,

shading, alteration of structural complexity, artificial lighting, and changes in localized limnology.

Riparian Disturbance and Displacement

The new bridge alignment will be shifted to the north, compared to existing conditions, and some temporary clearing may be required for construction of the east approach. Although the temporary removal of riparian vegetation may be required, all temporarily disturbed areas will be replanted. BMPs for erosion and sedimentation control are expected minimize effects of riparian disturbances on water quality conditions in the east approach portion of the lake (see Section 2.0).

Benthic Disturbance and Displacement

The installation of piling for the construction of the work bridges will result in the disturbance of about 625 square feet of substrate for in the first construction year, increasing to about 825 square feet in the second construction year with the construction of falsework.

In addition to the disturbances resulting from the construction and presence of the work bridges and falsework, the construction of the mudline footings to support the five proposed bridge columns will permanently displace about 8,300 square feet of substrate. The installation of the cofferdam needed to construct the footings will result in a larger temporary disturbance footprint of about 14,000 square feet of substrate. The demolition of the existing bridge will remove 14 columns that currently occupy about 350 square feet of substrate, resulting in a net reduction of about 7,950 square feet of substrate habitat and corresponding water column displacement for the permanent structures.

Exhibit 3-15 summarizes the expected extent of benthic habitat disturbance and displacement in the east approach area that will be caused by these structures.

EXHIBIT 3-15.

EFFECTS OF SUBSTRUCTURE ELEMENTS ON THE EAST APPROACH SUBSTRATE AREA, BY CONSTRUCTION YEAR

Substrate Displacement Source	Peak Values per Construction Year (square feet)				Final
	2012	2013	2014	2015	
Existing Columns	354	354	354	354	N/A
Work Bridge/Falsework Piles	625	825	825	825	N/A
Cofferdams	8,950	N/A	N/A	N/A	N/A
Mudline Footings	N/A	8,300	8,300	8,300	8,300
Total	9,929	9,479	9,479	9,479	8,300

^a Does not include drilled shafts beneath mudline footings

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The above table shows the yearly and final square footage of impacts. Changes to either the yearly totals or the final amount of substrate displacement impact may trigger revisions to environmental documentation or a change in compensatory mitigation.

Shading

The placement of additional permanent over-water structures will alter in-water shading intensities and patterns. To evaluate the effect of shading, the total area (acres) of over-water cover was used to provide a year-by-year comparison of the shade conditions as the project construction is completed (Exhibit 3-16).

EXHIBIT 3-16.

AREAS OF EXISTING AND PROPOSED STRUCTURES THAT COULD AFFECT THE AMOUNT OF HABITAT DEGRADED BY SHADING

Shading Source	Peak Values per Construction Year (acres)				Final
	2012	2013	2014	2015	
Existing Bridge Deck Area	0.3	0.3	0.3	0.3	N/A
Work Bridge Area	0.8	0.8	0.8	0.8	N/A
New Bridge Deck Area	1.3	1.3	1.3	1.3	1.3
Total	2.4	2.4	2.4	2.4	1.3

* Includes temporary bridge widening
N/A = not applicable

The above table shows the yearly and final acreage of impacts. Changes to either the yearly totals or the final amount of shade impact may trigger revisions to environmental documentation or a change in compensatory mitigation.

As indicated above, the project will result in 1.3 acres of permanent over-water cover, which is an increase of 1.0 acre over the baseline condition. The bridge will be approximately 13 feet higher than the existing structure along the majority of the approach.

The work bridges will produce about 0.8 acre of additional shading in the east approach area. The work bridges will be relatively narrow structures (about 30 feet wide), but they will be located only about 5 to 10 feet above the water surface elevation. These work bridges will be in place for about 3 years.

The maintenance dock will also be a low-elevation structure, with a minimum clearance of only about 1.8 feet at high lake level and 4 feet at low lake level. The T-shaped maintenance dock will consist of a 10-foot-wide main stem, extending no more than about 100 feet from the shoreline and a 50-foot-long T-portion aligned parallel to the shoreline. The dock will shade a total area of about 1,400 square feet (<0.1 acre).

Structural Complexity

The placement of temporary and permanent in-water structures will alter the complexity of the aquatic habitat in the east approach area. The changes in structural complexity on a year-by-year basis are summarized below (Exhibit 3-17).

EXHIBIT 3-17.

YEARLY CHANGES IN THE STRUCTURAL ELEMENTS IN THE EAST APPROACH AREA THAT COULD INFLUENCE HABITAT COMPLEXITY

Structural Complexity Source	Peak Values per Construction Year				Final
	2012	2013	2014	2015	
No. of Existing Bridge Columns	14	14	14	14	N/A
No. of Work Bridge Piles	125	165	165	165	N/A
No. of New Bridge Shafts/Columns	5	5	5	5	5
Total No. of Sources	144	184	184	184	5

The above table shows the yearly and final acreage of impacts. Changes to either the yearly totals or the final amount of structural complexity may trigger revisions to environmental documentation or a change in compensatory mitigation.

The construction of the work bridges and falsework will result in a moderate increase in the structural complexity in the east approach area due to the installation of about 165 steel piles in the shallow water nearshore habitat. This increase in structural complexity will begin with the installation of the first work bridge during the first construction year. The final three construction years will maintain the highest level of structural complexity because all existing, temporary, and proposed structures will be in place. When the existing and temporary structures are removed, only five in-water structures for the new east approach will remain.

The proposed east approach structure will have fewer and more widely spaced shafts and columns compared to the existing condition. Whereas the existing east approach structure has approximately 100-foot span lengths (distance between bents) and roughly 7 feet between columns within each bent, the proposed structure will have 250- to 350-foot span lengths and approximately 26 feet between columns. This configuration will result in a lower overall structural complexity factor than the baseline.

An additional four in-water columns will support the maintenance facility dock, along with two mooring dolphins.

Construction Lighting

Artificial lighting during construction activities has the potential to affect aquatic habitat conditions in the east approach area, potentially serving as an attractant to listed species as well as their predators. This could potentially cause an alteration of normal behavior patterns of listed species and increased predation on listed species.

During construction, nighttime lighting will be used only in concentrated work and stockpile areas, while some low-intensity navigation lighting will also be installed on some portions of the work bridges during construction. Construction activities expected to occur at night include the following:

- Anytime work requires travel lane closures for safe construction (9:00 p.m.–5:00 a.m.)
- Construction activity in winter months (October through March, until 7:00 p.m.)
- Work bridge deck placement
- Girder placement
- Resupply of construction staging areas (e.g., delivery of steel, rebar, and decking materials)
- Final structure outfitting (e.g., signal, signage, and striping)

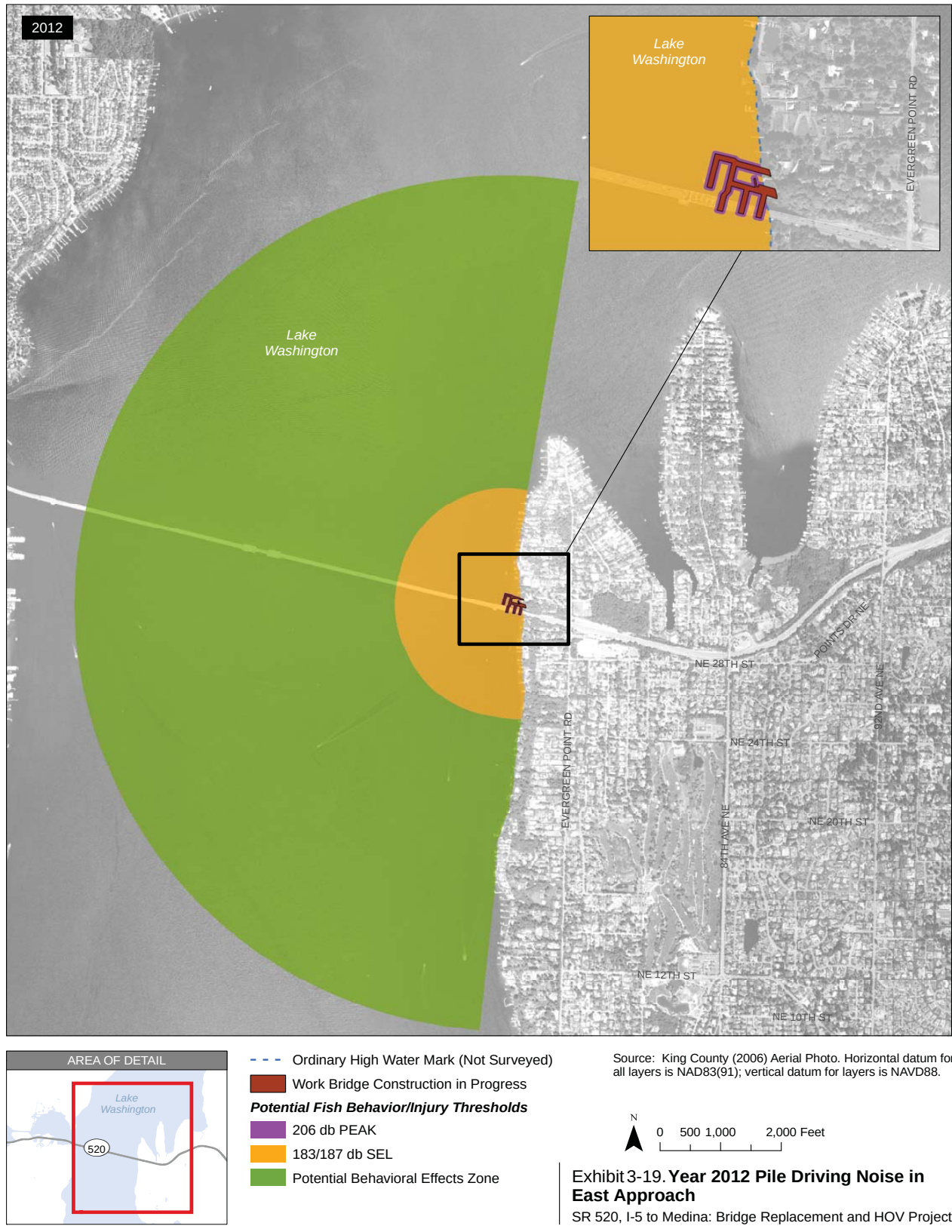
Therefore, the effects of construction lighting will be variable, both spatially and temporally, as the construction progresses. Areas of concentrated light from on- or over-water work are expected to be 200 feet or less at any one location. Typical BMPs include the following:

- Shielding the lights with visors, louvers, shields, or screens to minimize light spillage
- Directing the lights away from the water whenever practical
- Minimizing the use of lights in areas other than the immediate work zones, when not needed for safety

Temporary Impact Summary

Work bridges, falsework, and their associated piling will cause temporary fill and shading impacts and pile installation will cause temporary noise impacts. Locations of work bridge or falsework piles have not been specified. Pile locations (temporary fill impacts) are assumed to be within the plan view footprint of work bridge and falsework (temporary shade impacts). Temporary fill and shade impacts are shown in Exhibit 3-18; temporary noise impacts are shown in Exhibit 3-19.





3.2.3 Eastside Transition Area

The SR 520, I-5 to Medina project will grade and pave the section of roadway between the new east approach and Evergreen Point Road to transition into the Medina to SR 202 project, including lane restriping activities. This project activity will occur over a 3.5-year period between January 2012 and July 2015.

Once the east approach and floating portions of the Evergreen Point Bridge have been replaced, grading and paving operations will occur east to Evergreen Point Road, and the Evergreen Point Road transit stop will be relocated to the inside median (constructed as part of the Medina to SR 202 project) at Evergreen Point Road.

In order to connect the ramps and lanes for proper traffic operations, the SR 520 main line will be restriped, beginning at the east end of the physical improvements near Evergreen Point Road and extending east to 92nd Avenue NE. Lane restriping is needed to tie into improvements that are part of the Medina to SR 202 project.

3.3 Project Operation

This section details the proposed elements of project operation that are anticipated to have an effect on regulated natural resources. Each subject forms the basis of the long term impacts assumed to result from the project and is discussed in further detail below.

3.3.1 Stormwater

The Floating Bridge and Landings project will result in a total of 26.78 acres of new pollutant-generating impervious surface (PGIS). All new and replaced PGIS will receive stormwater quality treatment. Project-related stormwater will be treated by facilities that will be designed based on requirements from the WSDOT 2008 HRM and the WSDOT *Hydraulics Manual*, and—in the case of the floating bridge portion of the project—an innovative stormwater treatment approach identified in an “all known, available, and reasonable technology” (AKART) study (Appendix A-10 of Appendix H1 of Request for Proposals).

Stormwater treatment and detention facilities include treatment facilities, outfalls, collection and conveyance systems and lid drainage systems. The stormwater treatment method for the floating bridge has been identified through the AKART study. This study identified the alternative treatment method of high-efficiency sweeping combined with modified catch basin/catch basin cleaning as the technology proposed for the floating bridge that offers the most reasonable technologies for addressing water quality based on technical feasibility and cost effectiveness. This strategy includes a monthly sweeping frequency with high efficiency sweepers, but also suggested that the frequency may need to be adjusted depending on local seasonal precipitation patterns, pollutant loads and monitoring results. Modified catch basins are larger than standard catch basin drainage structures, and a scheduled cleaning interval allows for the removal of pollutants trapped in the sump of the catch basin. The enlarged sumps provide for increased residence time for sediments to collect prior to removal. Catch basins would be cleaned bi-annually. New water quality treatment facilities are shown in Exhibits 3-20 and 3-21. All proposed treatment facilities and types are summarized in Exhibit 3-22.

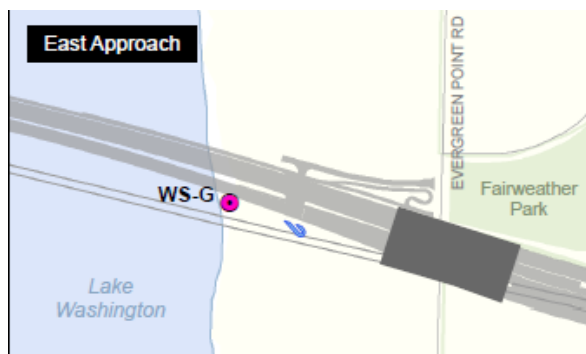
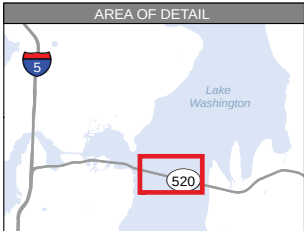
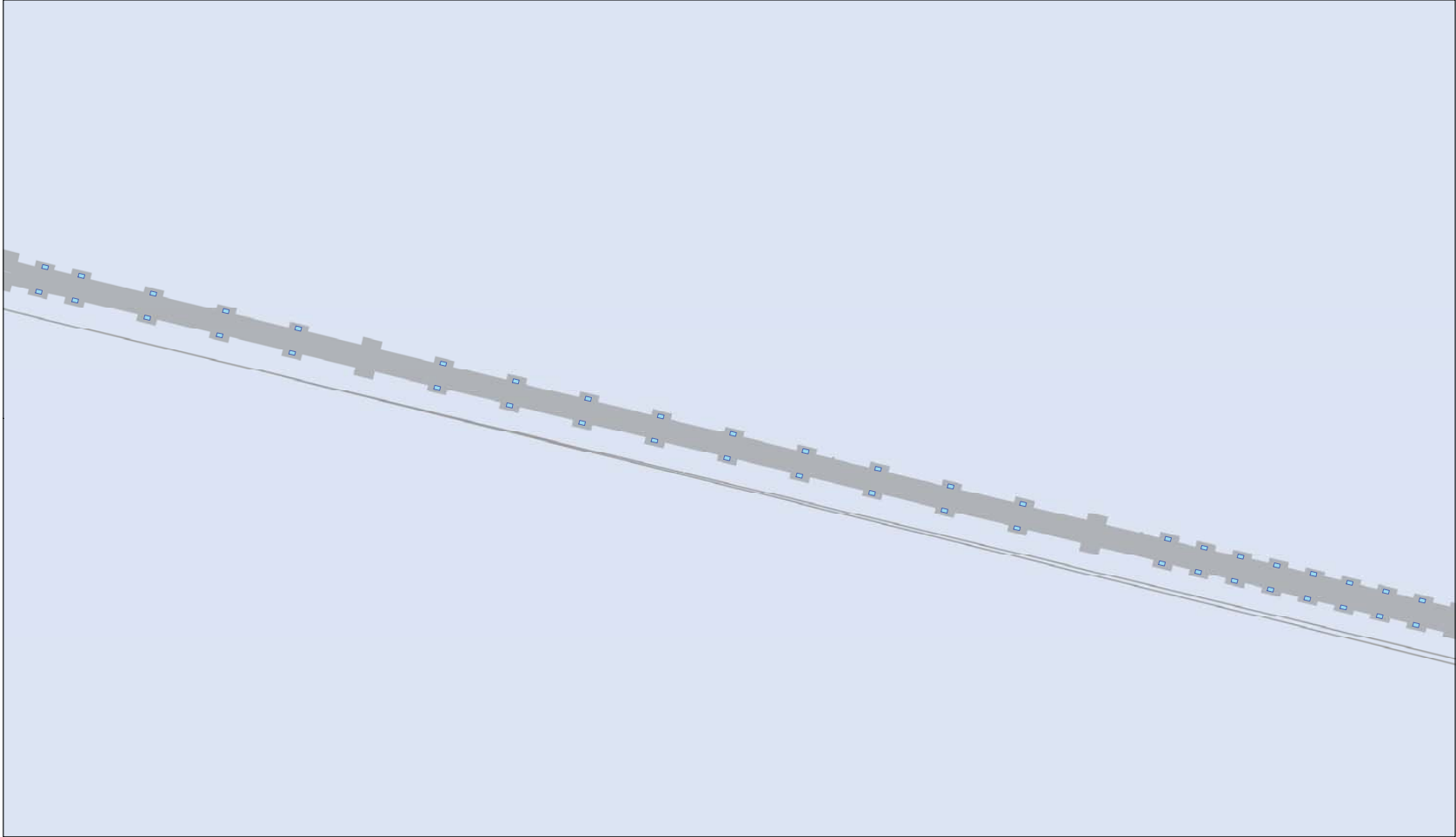
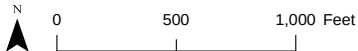


EXHIBIT 3-20.
EAST APPROACH STORMWATER FACILITY AND OUTFALL LOCATION



- Existing Roadway
- Pontoon Stormwater Lagoon
- Proposed Edge of Pavement



Source: Parametrix (2009) GIS Data (Habitat), King County (2005) GIS Data (Streets and Streams) King County (2007) GIS Data (Water Bodies), and CH2M HILL (2008) GIS Data (Parks). Horizontal datum for all layers is NAD83(91); vertical datum for layers is NAVD88.

Exhibit 3-21. Proposed Pontoon Stormwater Lagoons
SR 520, I-5 to Medina: Bridge Replacement and HOV Project

FLOATING BRIDGE AND LANDING

EXHIBIT 3-22
WATER QUALITY TREATMENT FACILITIES

Discharge Point	Receiving Water	Treatment Type	Facility Type	PGIS Treated (acres)
WS-BR4 (Floating Bridge)	Lake Washington	AKART	High-Efficiency Sweeping and Modified Catch Basin/Cleaning	20.56
WS-G (Medina Shoreline)	Lake Washington	Basic	Bioswale	1.70
WS-J ^a (Fairweather Bay)	Lake Washington (Fairweather Bay)	Enhanced	Constructed Stormwater Wetland	4.48

^a Built by SR 520 Eastside Transit and HOV Project

AKART = all known, available, and reasonable technology

PGIS = pollutant-generating impervious surface

WS = WSDOT

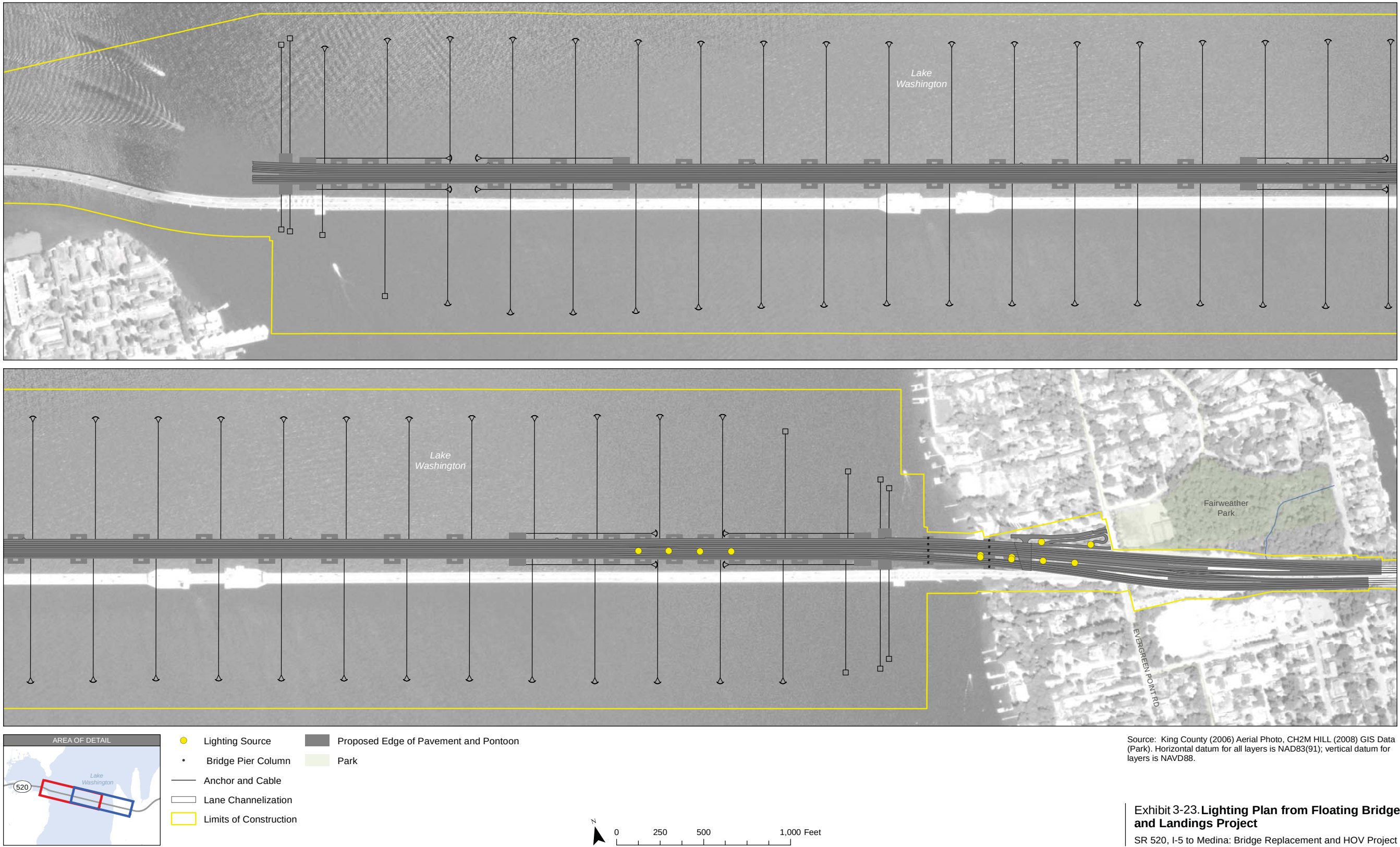
3.3.2 Artificial Lighting

Roadway Lighting

For the replacement structure, overhead lighting will be limited to traffic conflict points (e.g., add lanes, drop lanes, merges, diverges, auxiliary lanes, or weaving sections).

The approximate number of lights on each structure is as follows and is shown in Exhibit 3-23:

- 4 on floating bridge (44 existing)
- 6 on east approach Bridge (4 existing)



The existing roadway lighting on the floating bridge consists of WSDOT-standard cobra-head, flat-glass, high-pressure sodium light fixtures with Type III, 250-watt medium cut-off lights. These lights are staggered on both sides of the roadway at intervals of about 350 feet. The lights are mounted 30 to 40 feet above the roadway, with the shorter light standards occurring east of the center draw span of the bridge. While the shorter lights are not shielded, the taller light standards have shielded light fixtures. Existing nighttime light levels measured 5 to 300 feet from the bridge near Portage Bay and Foster Island ranged from 0.45 to 0.01 foot-candles according to a WSDOT photometric analysis.

Pedestrian Lighting

Lighting for the shared use pedestrian and bicycle pathway on the bridge will be similar to the design used for the pedestrian pathway lighting on the I-90 floating bridge. The proposed design provides lighting fixtures recessed into the concrete barrier that separates the vehicle lanes and the pedestrian/bicycle path. Model predictions suggest that this design will prevent walkway lighting from reaching the lake surface. The maximum light level simulated was 0.05 foot-candles.

Maintenance Dock Lighting

Lighting proposed for the maintenance dock beneath the east approach will have up to four Class C dock luminaires, in addition to path lighting. Overhead lights will be on-demand lights and will remain off except during dock use, while low-intensity path lighting will be on at all times. Private aids to navigation will be provided as required.

Lighting Effects

Artificial lighting associated with the proposed roadway and bridge has the potential to affect the distribution and behavior of fish, depending on its intensity and proximity to the water. Studies have suggested that adaptations and responses to light are not universal for all species of fish—some predatory fish are adapted for hunting in low light intensities, while others are attracted to higher light intensities; some species school and move towards light sources.

Based on reviewed studies, WSDOT has assumed that light levels above 2.0 foot-candles may elicit a behavioral response related to movement patterns or migration by juvenile Chinook salmon. Light levels between 0.1 and 2.0 foot-candles are expected to potentially elicit a behavioral response related to feeding. Additionally, predator feeding activity typically extends into periods of lower light levels, and predators may be able to exploit light levels below 2.0 foot-candles.

The roadway lighting will be designed such that light spillage into adjacent water surfaces is below 2.0 foot-candles. WSDOT simulated maximum light levels for the luminaires analyzed were between 0.6 and 1.6 foot-candles. Luminaires proposed along the west connection bridge are expected to produce maximum light levels of 0.01 to 0.2 foot-candle. Maintenance dock

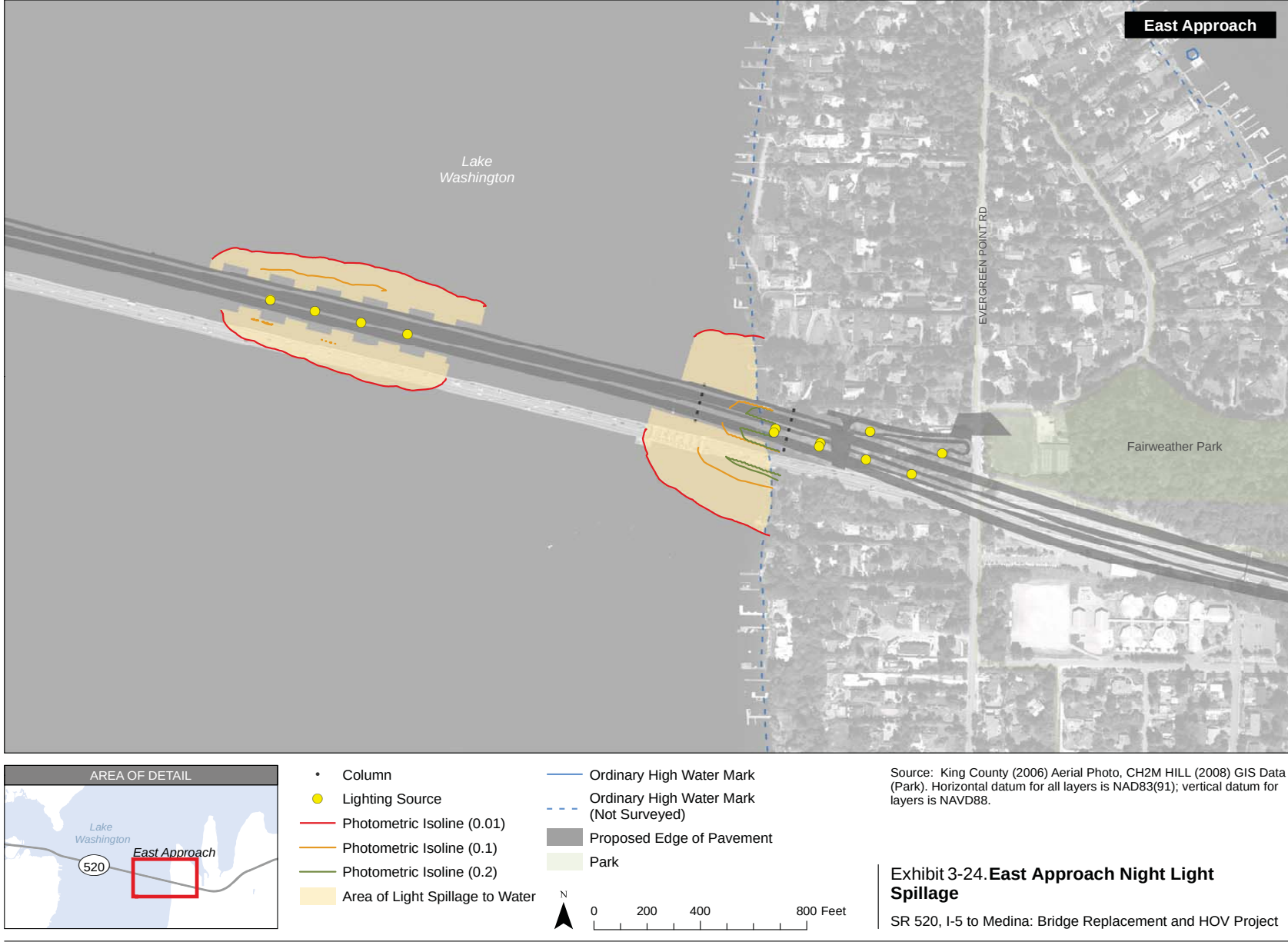
FLOATING BRIDGE AND LANDING

security lighting should exhibit light levels less than about 0.1 foot-candle. The zone of effect from artificial light spillage was conservatively determined to be 0.01 foot-candle, a level between a new moon and full moon, and areas were calculated based on the point that light spillage falls below the 0.01 foot-candle threshold..

The extent of artificial light spillage in areas with proposed luminaires includes the following:

- Floating bridge – 5.1 acres
- East approach – 4.6 acres

The above extents of nighttime light spillage are illustrated in Exhibit 3-24.

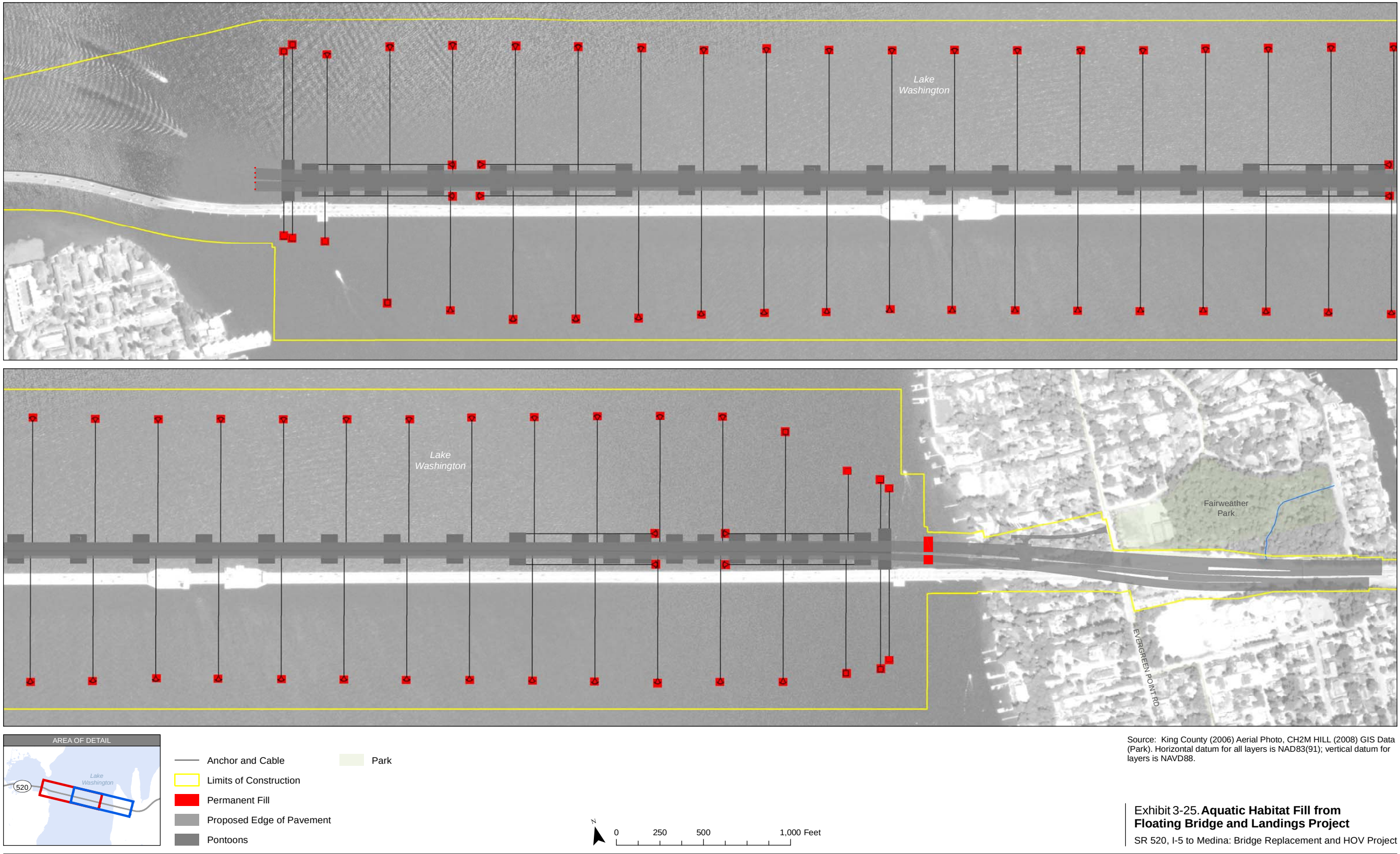


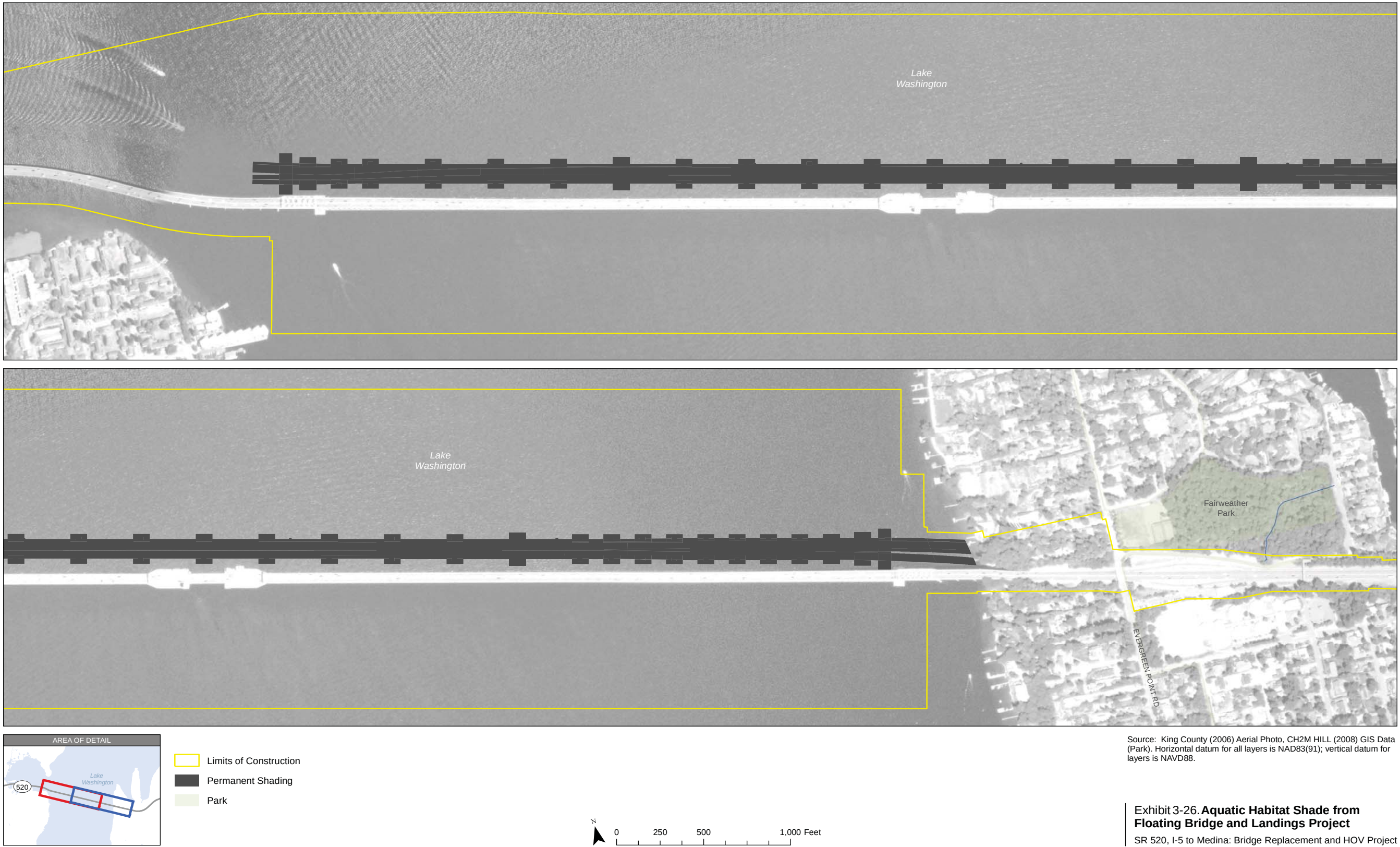
3.3.3 In-Water and Over Water Structures

Pontoon anchors and mudline footings will both result in long term fill impacts to the lakebed, which have been quantified spatially and form the basis for compensatory mitigation. Pontoon anchor fill impacts will be up to 3.3 acres and mudline footing fill impacts will be up to 8,500 square feet.

Pontoons and bridge superstructure will result in long term over water shade impacts, which have been quantified spatially and form the basis for compensatory mitigation. The pontoon (combined with bridge deck overhang) shade impact will be up to 21.9 acres and the east approach shade impact will be up to 1.3 acres.

Fill impacts are illustrated in Exhibit 3-25 and shade impacts are illustrated in Exhibit 3-26.





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Floating Bridge and Landings Project

Appendix C1 - Environmental Commitment List

Index #	Commitment	Source	Responsible Party
CORPS 404-1	The time limit for completing the work authorized will be specified in the approved permit. The Design-Builder shall notify WSDOT of any need for an extension of time to complete the authorized activity so WSDOT can submit a request to the Corps at least 1 month prior to the end date specified in the approved permit.	Draft	Design-Builder/ WSDOT
CORPS 404-2	The Design-Builder must maintain the activity authorized by this permit in good condition and in accordance with the terms and conditions of this permit.	Draft	Design-Builder
CORPS 404-3	If any previously unknown historic or archeological remains are discovered by WSDOT or the Design-Builder while accomplishing the activity authorized by the permits for the project, the Design-Builder must immediately notify WSDOT and follow the procedures spelled out in the Unanticipated Discovery Plan for this Project. WSDOT will provide notification to the Army Corps of Engineers.	Draft	Design-Builder/ WSDOT
CORPS 404-4	The Design-Builder shall allow representatives from the Corps to inspect the authorized activity at anytime deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of the Section 404 permit.	Draft	Design-Builder
CORPS 404-5	The Design-Builder shall provide a copy of the Section 404 Permit transmittal letter, the permit form, and drawings to all contractors and subcontractors performing any of the authorized Work.	Draft	Design-Builder
CORPS 404-6	If human remains or archaeological resources are encountered during construction, the Design-Builder shall cease all ground disturbing activities in the immediate area and WSDOT shall immediately (within one business day of discovery) notify the U.S. Army Corps of Engineers (Corps). The Design-Builder shall perform any work required by the Corps in accordance with Section 106 of the National Historic Preservation Act and Corps regulations. If the Design-Builder or WSDOT discovers any previously unknown historic or archeological remains while accomplishing the activity authorized by the permits for the project, the Design-Builder shall immediately notify WSDOT and follow the procedures spelled out in the Unanticipated Discovery Plan for this Project.	Draft	Design-Builder/ WSDOT
CORPS 404-5	The Design-Builder shall notify WSDOT at least 45 Calendar days prior to the Design-Builder's intent to begin dredging (at bridge anchor locations or launch channel maintenance) and in-water disposal work. WSDOT will notify the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, by telephone, (206) 764-3495, at least 14 Calendar days prior to the Design-Builder's intent to begin the dredging and in-water disposal work.	Draft	Design-Builder/ WSDOT
CORPS 404-6	At least 7 days prior to dredging and disposal, WSDOT must submit in writing to the U.S. Army Corps of Engineers (Corps), Seattle District, Regulatory Branch, FAX (206) 764-6602, a quality control plan for dredging and disposal which will ensure the removal of all floatable and non-floatable debris. Therefore, the Design-Builder shall develop and submit a plan to WSDOT for Review and Comment at least 30 Calendar days prior to the start of dredging and disposal operations. The Design-Builder shall ensure the plan includes a description of the approved and permitted upland disposal location, the methods and equipment to be used, and the plan must be approved by the Corps prior to commencement of dredging operations.	Draft	Design-Builder/ WSDOT
CORPS 404-7	WSDOT and the Design-Builder shall attend a Predisposal Conference to review the quality control plan and procedures to be used for debris removal and handling and disposal of dredged materials. Dredged materials shall be disposed of at a permitted site.	Draft	Design-Builder/ WSDOT
CORPS 404-8	The Design-Builder shall notify the United States Coast Guard by letter 14 Calendar days prior to commencing dredge operations. WSDOT shall be provided with proof at the time the notification was provided. The Design-Builder shall send the notification to Commander, Thirteenth Coast Guard District, 915 Second Avenue, Seattle, Washington 98174-1067 or faxed to (206)220-7265, Attention: Commander.	Draft	Design-Builder
CORPS 404-9	The Design-Builder shall ensure that a copy of the Section 404 permit is available on the vessel used for the authorized transportation of the dredged material.	Draft	Design-Builder
ESA-1	The Design-Builder shall develop and implement a temporary erosion and sediment control (TESC) plan for clearing, grading, ditching, filling, compaction and/or excavation in accordance with the requirements of RFP Section 2.8. The BMPs in the plan shall be used to reduce sediment transport from disturbed ground to nearby water bodies.	Draft	Design-Builder
ESA-2	The Design-Builder shall clearly define construction limits with survey stakes prior to the beginning of ground-disturbing activities. No disturbance shall occur beyond these limits. High-visibility Construction Fencing shall be installed in accordance with RFP Section 2.8 to protect Environmentally Sensitive Areas.	Draft	Design-Builder

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ESA-3	The Design-Builder shall utilize BMPs to protect wetland areas and connected waterways within 200 ft of the Impact Area Footprint.	Draft	Design-Builder
ESA-4	The Design-Builder shall minimize riparian vegetation removal to the degree practical and salvage native plant species for reuse on site where feasible. In addition, native vegetation from other sources will be used during replanting where feasible.	Draft	Design-Builder
ESA-5	The Design-Builder is required to provide WSDOT with copies of environmental permits for off-site disposal sites to be utilized for unsuitable materials excavated from the site prior to taking the materials off-site.	Draft	Design-Builder
ESA-6	The Design-Builder shall be responsible for the preparation of a spill prevention control and countermeasures (SPCC) plan to be used for the duration of the project. The plan shall be prepared in accordance with RFP Section 2.8 and it shall be submitted to the WSDOT Project Engineer prior to the commencement of any construction activities. The Design-Builder shall maintain a copy of the plan at the work site.	Draft	Design-Builder
ESA-7	The Design-Builder shall ensure spill response equipment and materials designated in the SPCC plan are located on the construction site and are replenished throughout the life of the project, including oil absorbent materials to be used in the event of a spill or if any oil product is observed in the water.	Draft	Design-Builder
ESA-8	The Design-Builder shall secure and proactively store oil booms such that rapid and effective deployment of each oil boom can be accomplished in the event of a hazardous material spill. The Design-Builder shall take the necessary measures to ensure no discharges are directed to a location outside the watershed area contained by these oil booms.	Draft	Design-Builder
ESA-9	The Design-Builder shall perform visual turbidity monitoring periodically to ensure compliance with state water quality standards. If at any time, the visual turbidity levels are estimated to be approaching the turbidity exceedance criteria, field-testing shall be performed by the Design-Builder.	Draft	Design-Builder
ESA-10	Equipment that enters waterways shall be maintained such that no visible sheen from petroleum products appears within waterways. If a sheen appears around equipment in the water, the equipment will be contained within an oil boom and shall be removed from the water, cleaned and/or maintained appropriately.	Draft	Design-Builder
ESA-11	If equipment leaks occur during in-water work, the Design-Builder shall immediately remove equipment from within the waterway to a location where pollutants cannot enter any waterway. The equipment shall not be allowed within the waterway until all leaks have been corrected and the equipment cleaned. The Design-Builder shall ensure upland areas where the leaking equipment is stored are also cleaned/remediated immediately.	Draft	Design-Builder
ESA-12	The Design-Builder and their associated subcontractors shall regularly check fuel hoses, oil drums, oil or fuel transfer valves, fittings, etc. for leaks, and shall maintain and store materials properly to prevent spills.	Draft	Design-Builder
ESA-13	The Design-Builder shall not store construction materials and equipment on land where high tides, wave action, or upland runoff can cause materials to enter waterways. Equipment on land shall be stored at least 100 feet away from the shoreline; the only exception being large equipment (e.g., cranes), that due to low mobility, cannot be practicably moved between the work periods. Provided they are equipped with a spill containment system, such equipment may be fueled in place at the discretion of the project engineer in consultation with WSDOT environmental staff and NMFS/USFWS.	Draft	Design-Builder
ESA-14	The Design-Builder shall ensure no cleaning solvents or chemicals used for tools or equipment cleaning shall be discharged to ground or surface waters.	Draft	Design-Builder
ESA-15	The Design-Builder shall ensure no wet or curing concrete, including washout of equipment, enters waterways or water bodies. Any concrete forms and impervious materials used within waterways shall remain intact until the concrete has cured for at least 72 hours. The Design-Builder shall treat all water coming in contact with uncured concrete according to the standards of the relevant NPDES Permits to prevent a discharge of high pH water.	Draft	Design-Builder
ESA-16	Equipment shall be turned off by the Design-Builder when not in use.	Draft	Design-Builder
ESA-17	The Design-Builder shall ensure only well-maintained and properly functioning equipment and vehicles be used.	Draft	Design-Builder

Floating Bridge and Landings Project

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ESA-18	The Design-Builder shall keep nighttime lighting intensity and illuminated areas to the minimum necessary for the intended purpose (e.g., safety, Coast Guard Requirements, etc). The Design-Builder shall direct lights on to the work area and away/shielded from the water.	Draft	Design-Builder
ESA-19	The Design-Builder shall wet down and/or cover exposed soils when not in use to minimize fugitive dust and erosion due to wind.	Draft	Design-Builder
ESA-20	The Design-Builder shall ensure materials excavated from the site, which are not reused, shall be disposed of in an approved, off-site, upland location.	Draft	Design-Builder
ESA-21	The Design-Builder shall ensure riprap and any other material placed below the proposed water line shall be clean and that the placement has been approved in the environmental permits obtained for the Project.	Draft	Design-Builder
ESA-22	The underwater sound pressure levels (SPL) from in water impact pile driving of piles shall be monitored by the Design-Builder and shall not exceed the levels identified in Appendix E6. If the recorded sound pressure levels exceed the thresholds agreed upon by NOAA Fisheries, USFWS, FHWA and WSDOT, appropriate energy reduction measures shall be deployed by the Design-Builder to attenuate the SPLs.	Draft	Design-Builder
ESA-23	The Design-Builder shall use a vibratory hammer to drive sheet piles in and immediately adjacent to water to the maximum extent practicable.	Draft	Design-Builder
ESA-24	Materials shall be transported within existing travel routes. The Design-Builder shall secure the necessary street use permits prior to the start of construction.	Draft	Design-Builder
ESA-25	Exposed materials shall be enclosed during transport to minimize fugitive dust and to prevent any loss of sediment or pollution to the surrounding environment.	Draft	Design-Builder
ESA-26	Dredging methods shall be limited to the use of an Ecology bucket (a.k.a an environmental clamshell bucket). Other types of dredging equipment will be allowed if the Design-Builder can show that entrainment risks of ESA-listed species and their prey can be avoided to an equal or greater extent in comparison to clamshell bucket dredging. The Design-Builder shall work with WSDOT during the early stages of design and permitting to gain approval for a different type of dredging method.	Draft	Design-Builder
ESA-27	The Design-Builder shall dispose of dredged spoils at an approved off-site disposal location. The Design-Builder is required to provide WSDOT with copies of the permits for any off-site disposal facility prior to dredging.	Draft	Design-Builder
ESA-28	The Design-Builder shall install all in water piles and piles immediately adjacent to water with a vibratory hammer to the maximum extent practicable. If impact pile driving is required, a bubble curtain or other approved sound attenuation system will be deployed and the Design-Builder will be required to comply with mitigation measures identified within an Underwater Noise Monitoring Plan and project environmental commitments and permit conditions.	Draft	Design-Builder
ESA-29	Prior to flooding of any casting basin utilized, the Design-Builder shall clean the floor and walls of the casting basin sufficiently to prevent delivery of contaminants to the adjacent water body.	Draft	Design-Builder
ESA-30	The Design-Builder shall ensure the gate to any casting basin utilized remains closed, except when necessary to remove pontoons. In addition, the gate shall be left closed at the end of the project.	Draft	Design-Builder
ESA-31	The Design-Builder shall handle all ESA-listed fish in accordance with the WSDOT Fish Exclusion Protocols and Standards (Appendix E16).	Draft	Design-Builder
HPA-1	The Design-Builder is prohibited from operating tracked or wheeled equipment below the OHW Mark except behind an effective cofferdam. Otherwise, the Design-Builder shall ensure all equipment shall operate from uplands or from floating equipment.	Draft	Design-Builder
HPA-2	The Design-Builder shall ensure that materials, excavated or otherwise, shall not be stockpiled below the Mean Higher High Water (MHHW) Mark or Ordinary High Water (OHW) Mark as appropriate.	Draft	Design-Builder

Floating Bridge and Landings Project

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HPA-3	Unless otherwise explicitly allowed by permit conditions, trenches, depressions, and holes created by the Design-Builder during project activities conducted below the MHHW/OHW Mark shall be filled with clean material and reshaped to pre-project elevations prior to inundation with waters.	Draft	Design-Builder
HPA-4	The Design-Builder shall ensure that dredged materials, not authorized for open water disposal, shall be disposed of in an upland location such that they do not re-enter surface waters of the state. If open water disposal is proposed the Design-Builder shall obtain a Dredge Disposal Site Use Authorization from the Department of Natural Resources (DNR).	Draft	Design-Builder
HPA-5	The preferred pile driving method is by the use of vibratory equipment; an impact driver, however, may be used where vibratory techniques are impracticable. Hydraulic, cable, or other types of impact drivers where the driving force can be regulated are preferred over diesel impact drivers. Use of impact drivers by the Design-Builder will be governed by applicable in-water work fish windows, limitations, and BMPs as specified by associated Federal, State, and local permits.	Draft	Design-Builder
HPA-6	The Design-Builder shall be responsible for removing any temporary pilings used for coffer dams (or other uses) by the use of vibratory equipment within the permitted work window. The Design-Builder shall ensure that the pilings are disposed or stored upland following completion of the Work.	Draft	Design-Builder
HPA-7	If a fish kill occurs or fish are observed in distress from pile driving, the Design-Builder shall immediately cease the activity and WSDOT shall be notified. WSDOT will notify the WDFW Habitat Program immediately. The Design-Builder shall ensure that a project inspector/biologist is on-site during all in water pile driving operations to monitor for distressed fish. The Design-Builder shall ensure that this inspector has full authority to stop work in the event that dead or distressed fish are observed.	Draft	Design-Builder/ WSDOT
HPA-8	The Design-Builder shall operate all Pontoon Casting Facilities to prevent fish from entering pumping chambers and intakes by utilizing protection screens designed according to WDFW Fish Protection Screen Guidelines for Washington State, dated April, 2000. The Design-Builder shall ensure that screen mesh and approach velocities never exceed WDFW guidelines.	Draft	Design-Builder
HPA-9	Dissolved oxygen levels within any casting basin shall be monitored by the Design-Builder, either continuously or at not more than one hour intervals, any time fish are potentially present within the casting basin. Dissolved oxygen (DO) shall be held at 7 ppm or greater to the greatest extent practicable: and shall never be allowed to fall below 5 ppm when the water in the casting basin is drawn down to a level of 3 feet or less with fish potentially present. Oxygen shall be added by the Design-Builder, using airstones or other means, to hold DO above the minimum levels as necessary.	Draft	Design-Builder
HPA-10	The Design-Builder shall ensure that all construction related debris on shorelines be removed and disposed of at an upland permitted facility such that it does not enter waters of the State.	Draft	Design-Builder
HPA-11	All Pontoons that are moored in Grays Harbor for longer than six months will be cleaned of attached aquatic invasive species prior to towing.	Draft	Design-Builder
401-1	From October 1 through April 30, the Design-Builder shall ensure no soils remain exposed and un-worked for more than two (2) days. From May 1 to September 30, the Design-Builder shall ensure no soils remain exposed and un-worked for more than seven (7) days.	Draft	Design-Builder
401-2	The Design-Builder shall provide notification to WSDOT so WSDOT can provide notification to Ecology at least 30 Calendar days prior to the pre-construction meeting.	Draft	Design-Builder/ WSDOT
401-3	The Design-Builder shall provide notification to WSDOT so WSDOT can provide notification to Ecology at least 30 Calendar days prior to anchor and pontoon flotation.	Draft	Design-Builder/ WSDOT
401-4	The Design-Builder shall provide notification to WSDOT so WSDOT can provide notification to Ecology at least 30 Calendar days prior to channel maintenance dredging at the Grays Harbor Pontoon Casting Facility, if required.	Draft	Design-Builder/ WSDOT
401-5	The Design-Builder shall provide notification to WSDOT so WSDOT can provide immediate notification to Ecology any time a violation of the state water quality standards occurs or if a revision from the permitted Work is needed.	Draft	Design-Builder/ WSDOT

Floating Bridge and Landings Project

Appendix C1 - Environmental Commitment List

Index #	Commitment	Source	Responsible Party
401-6	WSDOT and the Design-Builder shall ensure that all appropriate Project Engineers, Lead Contractors, Sub-Contractors and Site Managers at the project site have read and understand relevant conditions of this Order and all permits, approvals, and documents referenced in this 401 Certification Order.	Draft	Design-Builder/ WSDOT
401-7	The Design-Builder shall submit to WSDOT a detailed construction schedule for work in-water, overwater, near shore and on steep slopes, staging areas, and temporary parking and access areas so WSDOT can submit the schedule to Ecology prior to the start of Work.	Draft	Design-Builder/ WSDOT
401-8	The Design-Builder shall ensure that all dredging is to be done using an Ecology bucket.	Draft	Design-Builder
401-9	The Design-Builder shall conduct dredging operations in a manner that minimizes the disturbance or siltation of the adjacent waters and prevents the accidental discharge of petroleum products, chemicals or other toxic or deleterious substance into waters of the State.	Draft	Design-Builder
401-10	Each passing of the dredge bucket shall be complete (the Design-Builder shall ensure the bucket does not return to the water without depositing its full load in the hopper or other receiving container).	Draft	Design-Builder
401-11	If the Design-Builder or WSDOT observes a visual turbidity plume outside of the dilution zone allowed for dredging activities, dredging shall be slowed, or—if necessary—stopped, until no visible plume exists.	Draft	Design-Builder
401-12	All maintenance dredging activities at the Grays Harbor Pontoon Casting Facility shall avoid the critical low dissolved oxygen time period of August 1st- October 31st if practicable.	Draft	Design-Builder
401-13	The Design-Builder shall ensure that barges, used to transport sediment, shall not be filled beyond their capacity to completely contain the dredged material, including all captured water. Barges shall be suitably equipped to prevent spillage of turbid water while en route to the stockpiling or transfer site. Any return flows to waters of the State shall be controlled with the appropriate BMPs around the perimeter of the barge, to minimize a discharge of turbid water.	Draft	Design-Builder
401-14	The Design-Builder shall submit a Soil and Groundwater Management Plan to WSDOT for Review and Comment prior to the start of any activities to excavate upland or near-shore soils. WSDOT will submit a revised version of the plan to Ecology and other jurisdictional agencies for review and approval at least 60 Calendar Days prior to the start of any activities to excavate upland or near-shore soils. Final characterization of the upland soils, and disposal options, including location-specific conditions for management of excavated materials, will be outlined and evaluated in the Management Plan.	Draft	Design-Builder/ WSDOT
401-15	Dredged material (sediments) that is required to go to upland disposal sites shall not be stockpiled below the Mean Higher High Water (MHHW) line by the Design-Builder and shall be fully contained so that no untreated runoff discharge shall be allowed to enter state waters, including wetlands at the dredging or disposal sites. All runoff water shall be treated and tested by the Design-Builder for compliance with the water quality standards prior to discharging to waters of the state.	Draft	Design-Builder
401-16	Soils and sediments that are determined to be contaminated or the object of a cleanup, shall be fully contained by the Design-Builder in a lined facility. Where such sediments need to be stockpiled, the Design-Builder shall use the appropriate controls to prevent runoff of contaminated de-watering water (for dredged materials), contaminated storm water or leachate, and to prevent windblown dusts from leaving the stockpile. No dewatering water from contaminated sediments shall enter waters of the state without treatment and testing to confirm compliance with the standards prior to discharging to waters of the state.	Draft	Design-Builder
401-17	All stockpiled dredged material or soils that are determined to be contaminated shall be stored by the Design-Builder separately from clean dredged material and soils.	Draft	Design-Builder
401-18	Upon removal of stockpiled dredged materials or soils that are determined to be contaminated, the Design-Builder shall conduct testing of the soils below the storage/stockpile site prior to Project Physical Completion to ensure there is no remaining contamination.	Draft	Design-Builder
401-19	Upland soils and dredged material that are determined to be suitable for upland disposal shall be disposed of only at upland locations for which the Design-Builder was able to obtain copies of permits and environmental approvals and provided these to WSDOT in accordance with the Standard Specifications and RFP requirements.	Draft	Design-Builder

Floating Bridge and Landings Project

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Index #	Commitment	Source	Responsible Party
401-20	If sampling results indicate contamination in the soils or dredged material at levels above Dangerous Waste designation limits of Washington Administrative Code 173-303, then the Design-Builder must take steps to manage or dispose of soils and dredge materials accordingly.	Draft	Design-Builder
401-21	The Design-Builder shall ensure that all vehicles transporting upland soils or dredged material be suitably equipped to prevent spillage of slurry water or soils while in route to the permitted disposal site.	Draft	Design-Builder
401-22	Work in, over or near the water body conducted by the Design-Builder shall be done so as to minimize turbidity, erosion, and other water quality impacts.	Draft	Design-Builder
401-23	Machinery and equipment used during construction shall be serviced, fueled, steam cleaned and maintained by the Design-Builder in an upland location, identified within the Design-Builder's SPCC Plan, in order to prevent contamination to any surface water. Some equipment will not be feasible to move on a regular basis to refuel. In this case, the Design-Builder shall utilize the necessary BMPs to prevent spills to water during refueling.	Draft	Design-Builder
401-24	Use of equipment on the shoreline shall be held to a minimum by the Design-Builder and equipment shall be confined to designated access corridors that minimize impacts to the shoreline.	Draft	Design-Builder
401-25	The Design-Builder shall remove all debris or deleterious material resulting from construction activities to prevent the materials from entering waters of the State and shall dispose of it properly in a permitted upland disposal facility.	Draft	Design-Builder
401-26	The Design-Builder shall delineate all Environmentally Sensitive Areas not permitted for impact with high-visibility construction fencing in order to protect them from disturbance. To avoid impacts to any sensitive aquatic resources, no portion of any pontoon, barge, anchor or float system shall ground in areas that have been delineated as such unless prior approval from the regulatory agencies has been received.	Draft	Design-Builder
401-27	The Design-Builder shall ensure that all concrete be poured in the dry, or within confined waters not being dewatered to surface waters, and shall be allowed to cure before contact with uncontrolled surface waters (i.e. the Design-Builder shall not allow waters of the state to come in contact with the concrete structure while the concrete is curing). Wet, uncured concrete in direct contact with the water is toxic to aquatic life.	Draft	Design-Builder
401-28	Concrete pumps, tremies or other approved methods of concrete placement shall be used by the Design-Builder. The Design-Builder shall ensure proper containment, dewatering and equip the concrete placement gear with an emergency cut-off valve so that no uncured concrete comes into contact with waters of the state.	Draft	Design-Builder
401-29	The Design-Builder shall reshape shoreline area depressions created during project activities to re-establish surface topography upon project completion.	Draft	Design-Builder
401-30	The Design-Builder shall remove debris and sweep prior to each flooding/inundation event of any casting basin utilized in order to minimize the contact of debris and waste with surface waters.	Draft	Design-Builder
401-31	The Design-Builder shall protect all inlets and catchments during pontoon construction activities as appropriate to block the conveyance of toxic materials to waters of the state.	Draft	Design-Builder
401-32	The Design-Builder shall remove debris or deleterious material resulting from pontoon construction activities and shall prevent the materials from entering waters of the State and dispose of materials properly in a permitted upland disposal facility.	Draft	Design-Builder
401-33	Prior to flooding/inundation of a casting basin, the Design-Builder shall ensure the concrete pontoons are completely cured. Any water in the casting basin facility that has been in contact with curing concrete shall be pumped from the site and treated by the Design-Builder to meet water quality standards prior to discharging to surface waters.	Draft	Design-Builder
401-34	Creosote treated piling, lumber, or other treated material shall not be used by the Design-Builder on this Project.	Draft	Design-Builder
401-35	When removing piles, direct vibratory pulling shall be the method utilized by the Design-Builder whenever possible to minimize localized turbidity. Change to possible	Draft	Design-Builder

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401-36	Removed piles, associated sediments, and water shall be fully contained by the Design-Builder, so that no material or sediment-laden water enter waters beyond the WAC 173-201A mixing zone for turbidity of 150 feet.	Draft	Design-Builder
401-37	During the transport of concrete from a batch plant or other sources, the Design-Builder shall ensure all concrete transport vehicles are self-contained, so as to not allow any water, soils, sediments or material to leak from the vehicles during transport.	Draft	Design-Builder
401-38	The Design-Builder shall ensure that wash water from the vehicles be contained and transported to the batch plant facility and not discharged at the casting basin unless it is discharged to a pH/turbidity treatment system capable of discharging in compliance with State water quality standards.	Draft	Design-Builder
401-39	The Design-Builder shall submit to WSDOT for submittal to Ecology a TESC Plan, SPCC plan and a Construction Water Quality Protection and Monitoring Plan for review at least 30 Calendar Days prior to beginning construction.	Draft	Design-Builder
401-40	Discharges from construction and operational activities shall be monitored per the Design-Builder's Construction Water Quality Protection and Monitoring Plan approved by Ecology.	Draft	Design-Builder
401-41	If after initial approval, revisions to the Construction Water Quality Protection and Monitoring Plan are proposed by the Design-Builder, an updated Monitoring Plan shall be submitted to Ecology for review and comment annually on or before March 1st of each new construction year. The purpose of the Monitoring Plan is to assess compliance with the water quality standards during the project's construction and operational activities. If any of the monitoring parameters exceed the water quality standards, the Design-Builder shall cease operations and notify WSDOT until appropriate measures are taken to bring the project back into compliance. remove edit	Draft	Design-Builder/ WSDOT
401-42	Prior to starting construction, the Design-Builder's Construction Water Quality Protection and Monitoring Plan shall identify all the construction and operational activities at the site that may have a discharge (e.g. dewatering water, construction stormwater, channel dredging, operational stormwater, etc.) whether to surface water or ground water.	Draft	Design-Builder
401-43	Prior to starting construction, the Design-Builder's Construction Water Quality Protection and Monitoring Plan shall identify those water quality parameters that will be monitored.	Draft	Design-Builder
401-44	Prior to starting construction, the Design-Builder's Construction Water Quality Protection and Monitoring Plan shall identify the location of proposed discharge points and require monitoring at each discharge point.	Draft	Design-Builder
401-45	Any work that is out of compliance with the provisions of this Order, or conditions causing distressed or dying fish, or any discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, is prohibited. If these occur, the Design-Builder shall immediately take the following actions: a. Cease operations (work may continue in unrelated work areas). b. Assess the cause of the water quality problem and take appropriate measures to correct the problem and/or prevent further environmental damage. c. In the event of finding distressed or dying fish, the Design-Builder shall collect fish specimens and water samples in the affected area and, within the first hour of the event, the Design-Builder shall make every effort to have the water samples analyzed pursuant to the approved Water Quality Protection and Monitoring Plan. Ecology may require analyses of any samples before allowing the work to resume. d. In the event of a discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, containment and cleanup efforts shall begin immediately by the Design-Builder and shall be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of any spilled material and used cleanup materials. e. Follow WSDOT ECAP procedure, so WSDOT can notify Ecology's Regional Spill Response Office and Department of Fish and Wildlife of the nature of the problem, any actions taken to correct the problem, and any proposed changes in operations to prevent further problems.	Draft	WSDOT/Design-Builder
401-46	The Design-Builder shall have the necessary cleanup materials available and respond to all spills in a timely fashion, preventing their discharge to waters of the state. The Design-Builder shall ensure that all appropriate Project Engineers, construction staff and subcontractors receive appropriate training to assure that spills are reported to WSDOT and responded to appropriately.	Draft	Design-Builder

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401-47	This Order does not authorize direct, indirect, permanent, or temporary impacts to waters of the state or related aquatic resources, except as specifically provided for in conditions of this Order.	Draft	Design-Builder
401-48	This Order does not exempt and is conditioned upon compliance with other statutes and codes administered by federal, state, and local agencies.	Draft	Design-Builder
401-49	Ecology retains continuing jurisdiction to make modifications hereto through supplemental Order if it appears necessary to further protect the public interest.	Draft	Design-Builder
401-50	If at any time during project construction, the Design-Builder finds buried containers such as drums, or notices any unusual conditions that might indicate the disposal of chemicals or hazardous material, the contractor shall cease operations and immediately initiate the ECAP process. stet	Draft	Design-Builder
401-51	WSDOT and the Design-Builder shall each have at least one representative on-site, or on-call and readily accessible to the site, at all times while construction activities are occurring that may affect the quality of ground and surface waters of the state, including all periods of construction activities.	Draft	Design-Builder/ WSDOT
401-52	The WSDOT and Design-Builder representatives shall have adequate authority to ensure proper implementation of the Temporary Erosion and Sediment Control Plan, as well as immediate corrective actions necessary because of changing field conditions. If the WSDOT or Design-Builder's representative issues a directive necessary to implement a portion of the Pollution Control Plan or to prevent pollution to waters of the state, all personnel on site, including the Design-Builder and the Design-Builder's employees, shall immediately comply with this directive and contact WSDOT for any non-compliance so WSDOT can contact Ecology.	Draft	Design-Builder/ WSDOT
401-53	WSDOT and the Design-Builder shall provide access to all work sites upon request by Ecology personnel for site inspections, monitoring, necessary data collection, or to ensure that conditions of this Order are being met.	Draft	Design-Builder/ WSDOT
401-54	Copies of this Order and all related permits, approvals, and documents shall be kept on the project site and readily available by the Design-Builder for inspection and reference by the project managers, construction managers and foremen, other employees and contractors of the Design-Builder, and state agency personnel.	Draft	Design-Builder
401-55	Any person who fails to comply with any provision of this Order shall be liable for a penalty of up to ten thousand dollars (\$10,000) per violation for each day of continuing noncompliance.	Draft	Design-Builder/ WSDOT
FEIS-1	Consistent with the Programmatic Agreement, when accessing the construction area from the west side of Lake Washington the Design-Builder shall limit haul routes to I-5 and SR 520. The Design-Builder shall notify WSDOT if access on local streets is required. Additional coordination and analysis may be required for the use of local streets.	EIS, Pg 6.3-15, Ln 19	Design-Builder/ WSDOT
FEIS-2	As a part of the Community Construction Managment Plan (CCMP), construction activities, including barge traffic in Portage Bay and through the Montlake Cut, would be timed to avoid interference with special recreational boating events such as SeaFair and the week before and week after Opening Day of boating season.	EIS, Pg 6.4-16, Ln 21	Design-Builder
FEIS-3	The Design-Builder shall implement all mitigation measures from the Section 106 Programmatic Agreement identified in this Commitment List.	EIS, Pg 6.6-15, Ln 9	Design-Builder
FEIS-4	As detailed in Section 2.9 of the Technical Requirements, the Design-Builder shall develop a CCMP.	EIS, Pg 6.6-15, Ln 13	Design-Builder
FEIS-5	Mufflers shall be installed on all engine-powered equipment and maintained in good working order.	EIS, Pg 6.7-6, Ln 40	Design-Builder
FEIS-6	In order to document and minimize the effects of vibration from construction activities the Design-Builder shall develop and implement Geotechnical Instrumentation Plan identified in Section 2.6 of the Technical Requirements.	EIS, Pg 6.7-9, Ln 10	Design-Builder

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FEIS-7	The Design-Builder shall maintain vessel access to the docks on the north shoreline of Madison Park.	EIS, Pg 6.14-2, Ln 35	Design-Builder
FEIS-8	Any pontoons towed in the open ocean, between Grays Harbor and Cape Flattery, shall be towed in established crabber-tow boat lanes to minimize any potential conflicts with commercial crab fishing off the Washington coast.	EIS, Pg 6.15-1, Ln 37	Design-Builder
FEIS-9	As a part of the CCMP, pontoon transport scheduling would be coordinated with the Seattle Yacht Club so that towing of the pontoons does not interfere with the traditional Opening Day ceremonies through the Montlake Cut or other important social maritime activities associated with the Seattle Yacht Club in the cut or in Portage Bay.	EIS, Pg 6.15-4, Ln 21	Design-Builder
PA-1	As described in Section 2.8 of the Technical Specifications WSDOT is continuing to coordinate with the Washington Department of Historical Preservation (DAHP) and potentially affected Indian Tribes regarding the need for additional investigations and appropriate monitoring during construction activities. The Design-Builder shall implement these commitments prior to and/or during construction as necessary.	PA, Stipulation VII.A.1	Design-Builder/ WSDOT
PA-2	As described in Section 2.8 of the Technical Requirements if the Design-Builder proposes the use of areas not previously analyzed in the Cultural Resources Discipline Report additional consultations and investigations may be necessary.	PA, Stipulation VII.A.2.c	Design-Builder/ WSDOT
PA-3	As described in Section 2.8 of the Technical Requirements the Design-Builder shall implement the Unanticipated Discovery Protocol for the Project (Appendix E9).	PA, Stipulation VII.A.5	Design-Builder
PA-4	The Design-Builder maintain access to all historic properties, as identified in Appendix E5, during construction. Except for emergency situations, the Design-Builder will provide 24 hours advance notice to affected property owners, before any unavoidable interruptions of access and will consult with the affected property owners to address their needs, which may include the development of an alternate access strategy for short-term interruptions of access and longer-term detours.	PA, Stipulation VII.B.1	Design-Builder
PA-5	As part of the CCMP the Design-Builder shall develop a coordination plan with the Seattle Yacht Club (SYC) to minimize disruption of historically significant activities at the SYC Main Station and on Portage Bay, the Montlake Cut, and Union Bay during construction. This plan will, at a minimum, address the following issues: a. key periods during which SYC considers water access to its facilities particularly crucial; b. ongoing coordination relative to special events such as weddings, watercraft training or races being held at the SYC or on the water; f. provisions for coordination to assure that construction activities in Portage Bay and the Montlake Cut will not interrupt or interfere with Opening Day events (one week before the first Saturday of May and one week after); g. a moratorium on towing of pontoons through Portage Bay, the Montlake Cut, and Union Bay during the Opening Day events period as well as a prohibition on anchoring or mooring pontoons in such a way that they would interfere with Opening Day events; and h. a commitment from the Design-Builder that barge activity (transport, moorage, construction, etc.) will not interfere with the Opening Day events period in Portage Bay.	PA, Stipulation VII.B.2	Design-Builder
PA-6	When accessing the construction area from the west side of Lake Washington the Design-Builder shall limit haul routes to I-5 and SR 520. The Design-Builder shall notify WSDOT if access on local streets is required. Additional coordination and analysis may be required for the use of local streets.	PA, Stipulation VII.C	Design-Builder/ WSDOT
PA-7	As part of CCMP the Design-Builder shall consult with the adjacent property owners to evaluate and install possible sound-buffering mechanisms between adjacent historic properties and Project construction staging areas.	PA, Stipulation VII.D.1	Design-Builder
PA-8	To the maximum extent practicable, the Design-Builder will locate construction sheds, barricades, and material storage away from and avoid obscuring views of and from historic properties, as identified in Appendix E5.	PA, Stipulation VII.D.3	Design-Builder
PA-9	To the maximum extent practicable, the Design-Builder will install temporary construction screens/barriers (fencing, plantings, etc.) around construction areas so that visual impacts of construction activities on historic properties are minimized. Location and type of screens/barriers will be determined in consultation with the concurring parties and adjacent property owners.	PA, Stipulation VII.D.4	Design-Builder

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PA-10	To the maximum extent practicable, the Design-Builder will avoid placement of temporary work bridges and other short-term construction features where they would require permanent removal of or would damage mature trees.	PA, Stipulation VII.D.5	Design-Builder
PA-11	The Design-Builder shall comply with the local noise regulations for construction and equipment operation.	PA, Stipulation VII.E.1	Design-Builder
PA-12	The Design-Builder shall limit use of construction lighting as much as possible and keep necessary lighting shielded, directed downward, and pointed away from residences and other sensitive areas to the maximum extent practicable.	PA, Stipulation VII.F.1	Design-Builder
PA-13	The Design-Builder shall ensure that permanent lighting and lighted signage throughout the corridor is designed to minimize glare into homes and parks and out over the water.	PA, Stipulation VII.F.2	Design-Builder
PA-14	To the maximum extent practicable, the Design-Builder shall avoid or minimize vibration impacts from construction on historic properties by implementing best management practices (BMPs) for vibration. This effort, including any pre-condition surveys shall be a part of the Geotechnical Instrumentation Plan identified in Section 2.6 of the Technical Requirements.	PA, Stipulation VII.G.4	Design-Builder
PA-15	As part of the CCMP the Design-Builder shall develop a vibration monitoring plan that identified how construction activities will be carried in such a way as to ensure that vibrations do not reach a level that causes architectural or structural damage to historic properties. This should be in coordination with the Geotechnical Instrumentation Plan identified in Section 2.6 of the Technical Requirements.	PA, Stipulation VII.G.5	Design-Builder
PA-16	As detailed in Section 2.9 of the Technical Requirements the Design-Builder shall develop and implement a Community Construction Management Plan (CCMP) that addresses the Programmatic Agreement commitments.	PA, Stipulation VIII.A	Design-Builder
USFWS-1	The Design-Builder shall conduct all impact pile driving and proofing associated with the East Approach area in accordance with the BMPs and other measures described in the <i>Project Description Narrative</i> (Appendix E6). Incidental take of bull trout is authorized due to exposure to elevated underwater pressure levels for the installation of approximately 165 steel piles between August 16, 2012 and March 15, 2014.	USFWS BO, Page 118, Items 4 and 6	Design-Builder
USFWS-2	All water intake structures or pumps, including for any casting basin facilities and any pumps used to dewater cofferdams, shall be screened according to criteria outlined in <i>Fish screening criteria for anadromous salmonids</i> , NMFW 2007. http://swr.nmfs.noaa.gov/hcd/fishscrn.htm	USFWS BO, Page 120, T&C 1	Design-Builder
USFWS-3	The Design-Builder shall ensure that water quality conditions within any partially dewatered casting basin are adequate to support any entrained bull trout. The operations shall use aerators or air stones, as necessary, to provide for the circulation of clean, cold, well oxygenated water.	USFWS BO, Page 120, T&C 2	Design-Builder
USFWS-4	All fish handling activities shall be conducted consistent with <i>WSDOT Fish Exclusion Protocols and Standards</i> (Appendix E16), and guidelines outlined in <i>Guidelines for electrofishing waters containing salmonids listed under the Endangered Species Act</i> by the NMFS.	USFWS BO, Page 120, T&C 4	Design-Builder
USFWS-5	The Design-Builder shall use a vibratory pile hammer to the fullest extent practicable when installing steel piles below the OHWM.	USFWS BO, Page 122, T&C 1	Design-Builder
USFWS-6	The Design-Builder shall utilize a bubble curtain, as described in Appendix E6-05 for noise attenuation during any installation of steel piles with an impact pile hammer. The Design-Builder shall prepare a Underwater Noise Monitoring Plan to document the in-water sound generation and attenuation while installing steel piles with an impact pile hammer.	USFWS BO, Page 122, T&C 2	Design-Builder
USFWS-7	The Design-Builder shall conduct a performance test of the noise attenuation device, prior to any impact pile driving or proofing. The performance test shall confirm calculated pressures and flow rates at each manifold ring, as described in Appendix E6-05.	USFWS BO, Page 122, T&C 3	Design-Builder

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USFWS-8	As part of the Underwater Noise Monitoring Plan the Design-Builder shall document the effectiveness of the noise attenuation device with hydroacoustic monitoring including both routine monitoring and, as necessary, contingency monitoring. a. Routine monitoring will document performance of the noise attenuation device and resulting peak sound levels for: i. A minimum of five steel piling installed during the initial pile driving activity; and, iv. A minimum of five additional steel piling installed at both the mid-point and near completion of the piling installation schedule (10 piles in total).	USFWS BO, Page 122, T&C 5.a	Design-Builder
USFWS-9	If at any time during pile driving, the pile strike count for four consecutive piles exceeds by 50 percent or more the maximum single pile strike count observed when performing routine monitoring, this shall be indicative of changed pile driving characteristics. The Design-Builder shall cease pile driving and implement contingency hydroacoustic monitoring.	USFWS BO, Page 123, T&C 5.b	Design-Builder
USFWS-10	In each instance of changed pile driving characteristics, contingency hydroacoustic monitoring will document effectiveness of the noise attenuation device and resulting peak sound levels for the next five steel piling.	USFWS BO, Page 123, T&C 5.c	Design-Builder
USFWS-11	Factors to consider in identifying the piles to be monitored during routine monitoring include, but are not limited to bathymetry of the project site, total number of piles to be impact driven and proofed, depth of water, and distance from shore. Routine and contingency monitoring shall document recorded sound pressure levels (SPLs), and single strike and cumulative sound exposure levels (SELs), monitored at a distance of 10 meters from the pile at mid-water depth.	USFWS BO, Page 123, T&C 5.d	Design-Builder
USFWS-12	If hydroacoustic monitoring indicates that the sound levels will exceed the extent of take exempted in the Biological Opinion the Design-Builder shall cease pile driving and immediately notify WSDOT. WSDOT shall contact the USFWS within 24 hours and consult with the USFWS regarding modifications to the proposed action in an effort to reduce the sound levels below the limits of take and continue hydroacoustic monitoring. The Design-Builder shall not restart pile driving until has implemented appropriate actions identified by WSDOT and USFWS.	USFWS BO, Page 123, T&C 6	Design-Builder/ WSDOT
USFWS-13	The Design-Builder shall submit a monitoring report to WSDOT by March 15 following each construction season. The report shall include the following information: a. Size and type of piles driven and proofed; b. The impact hammer force used to drive and proof piles; c. A description of the monitoring equipment; d. The distance between hydrophone and pile; e. The depth of the hydrophone; f. The distance from the pile to the wetted perimeter; g. The depth of water; h. The depth into the substrate the pile was driven and proofed; i. The physical characteristics of the bottom substrate into which the piles were driven and proofed; and j. The results of the hydroacoustic monitoring, including the frequency spectrum, SPLs, and single-strike and cumulative SEL. The report must also include the ranges and means for peak, rms, and SELs. WSDOT shall submit the monitoring report to the Washington Fish and Wildlife Office in Lacey, Washington (Attn: Transportation Planning Branch), by April 15 following each construction season.	USFWS BO, Page 123, T&C 6	Design-Builder/ WSDOT
USFWS-14	The Design Builder shall immediately notify WSDOT, and WSDOT shall notify the USFWS within three working days upon locating a dead, injured or sick endangered or threatened species specimen. Initial notification must be made to the nearest U.S. Fish and Wildlife Service Law Enforcement Office. Notification must include the date, time, precise location of the injured animal or carcass, and any other pertinent information. Care should be taken in handling sick or injured specimens to preserve biological materials in the best possible state for later analysis of cause of death, if that occurs. In conjunction with the care of sick or injured endangered or threatened species or preservation of biological materials from a dead animal, the finder has the responsibility to ensure that evidence associated with the specimen is not unnecessarily disturbed. Contact the U.S. Fish and Wildlife Service Law Enforcement Office at (425) 883-8122, or the Service's Washington Fish and Wildlife Office at (360) 753-9440.	USFWS BO, Page 125	Design-Builder/ WSDOT

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AKART-1	The Design-Builder shall include in their design of the bridge stormwater system those elements necessary to implement "Alternative 4" described in the <i>AKART and Water Quality Studies for SR 520 Replacement Floating Bridge</i> (See Appendix A10 of the RFP Appendix H1, Program Hydraulic Report). This design shall include "modified" catch basins and conveyance elements that route discharge to the lagoons within the Supplemental Stability Pontoons as described in the AKART study, Appendices H1 and H2 and Section 2.14 of the Technical Requirements.	Ecology AKART Approval (Appendix E20)	Design-Builder

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- 1 **Contract Schedule** - The price-loaded critical path method schedule setting forth the plan for
2 performance of the Work as described in Section 1-08.3 including the Baseline Contract Schedule
3 and Monthly Contract Schedule Updates.
- 4 **Contract Time** - The period of time in Calendar Days, including adjustment thereto authorized by
5 WSDOT, designated in the Contract Form for Substantial Completion of the NTP 2 Work, and
6 beginning on the first Calendar Day after the effective date of NTP 2.
- 7 **Cost Responsibility** - A legal or contractual obligation requiring a Utility Owner to pay for
8 Relocation Costs.
- 9 **Critical Path** - Each critical path on the Contract Schedule which ends on the contractual deadline
10 for Substantial Completion (i.e. the term shall apply only following consumption of all available
11 float in the schedule for Substantial Completion). The lower case term "critical path" shall
12 generally mean the sequence of activities that shows the shortest time path for completion of the
13 Project.
- 14 **DBE Performance Plan** means the plan submitted by Design-Builder with its Proposal pursuant to
15 the Instructions to Proposers.
- 16 **DBE Progress Reports** has the meaning set forth in Section 1-07.11(2).1
- 17 **Department, Washington State Department of Transportation (WSDOT)** - The State Agency
18 authorized by law to administer transportation-related work.
- 19 **Design-Builder** - The firm, partnership, joint venture or organization that contracts with the
20 Washington State Department of Transportation to perform the Work.
- 21 **Design-Builder Initiated Change** - The meaning set forth in Section 1-04.4.
- 22 **Design Deviation** - A documented decision by WSDOT granting approval to the Proposer or
23 Design-Builder at project-specific locations to differ from the design level specified in the WSDOT
24 Design Manual (see WSDOT Design Manual Section 300.03).
- 25 **Design Life:** The period of time that the facility shall be expected to remain in service,
26 assuming routine maintenance; but excluding necessity for replacement of fixed
27 infrastructure.
- 28 **Design Documents** - Documents that manifest the design for the Project developed by the Design-
29 Builder or any portion, component or element thereof.
- 30 **Design File** - The meaning set forth in the Technical Requirements.
- 31 **Differing Site Conditions** - The meaning set forth in Section 1-04.7.
- 32 **Disadvantaged Business Enterprise (DBE)** - The meaning set forth in Section 1-07.11(2).1.
- 33 **Disputes Review Board (DRB)** - Three member board created as part of the dispute resolution
34 process pursuant to Section 1-04.5.
- 35 **Eastside Contract/Contractor** - That Design-Build contract which WSDOT has under
36 design/construction on SR 520, concurrently with, adjacent to, and east of the Contract, also more
37 formally known as "Medina to SR 202: SR 520 Eastside Transit and HOV Project", contract 7963.
- 38 **Engineer of Record (EOR)** - The Design-Builder's engineer(s) who places their professional
39 engineering seal on a document.
- 40 **Environmental Laws** - All Governmental Rules now or hereafter in effect regulating, relating to,
41 or imposing liability or standards of conduct concerning the environment or to emissions,
42 discharges, releases, or threatened releases of hazardous, toxic, or dangerous waste, pollutant,

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contaminant, substance, or material into the environment including into the air, surface water, or ground water or onto land, or relating to the manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, or handling of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material, or otherwise relating to the protection of public health, public welfare, public safety or the environment (including protection of nonhuman forms of life, land, surface water, groundwater, and air), including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"), as amended by the Superfund Amendment and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"), as amended by the Solid and Hazardous Waste Amendments of 1984; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Hazardous Materials Transportation Uniform Safety Act; the Oil Pollution Act of 1990; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the Federal Water Pollution Control Act, the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §703 et seq.; Fish and Game Code §1600 et seq.; the Washington Model Toxics Control Act, 70.105D RCW; and the Washington Hazardous Waste Management Act, 70.105 RCW; the Washington Water Pollution Control Act; the Clean Air Washington Act; the Washington Solid Waste Management laws; the Washington Underground Petroleum Storage Tanks Act, the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, all as amended and supplemented previously or in the future.

Environmentally Sensitive Areas – The Pacific Ocean, Puget Sound, Lake Washington, Wetlands, wetland buffers, streams, stream buffers, and riparian vegetation.

Escrowed Proposal Documents (EPDs) - The documentary information used in preparation of the Proposal required to be placed in safekeeping as provided in Section 1-03.15.

Final Acceptance - Acceptance of the Contract and Work following Completion in accordance with Section 1-05.12.

Final Cleanup – The Work described in TR Section 2.36.

Final Contract Voucher Certification - DOT Form 134-146 EF available from WSDOT.

Final Design – As defined at 23 CFR 636.103, any design activities following completion of Preliminary Design, and expressly includes the preparation of final construction plans and detailed specifications for the performance of construction Work. Final Design shall only take place after the effective date of NTP 2.

Final Design Documents - The Design Documents reflecting the final design for the Project, as reviewed by WSDOT.

Franchise/Permit Utility - A Utility that is installed in its existing location pursuant to a franchise or permit issued by WSDOT or a Governmental Body.

Geotechnical Baseline Report (GBR) - The Contract Document set forth in Appendix G1 identifying the geotechnical conditions that Design-Builder should expect to encounter during underground and subsurface construction.

Geotechnical Data Report (GDR) - The written summary set forth in Appendix G2 of geotechnical surveying performed by WSDOT upon which WSDOT developed the Geotechnical Baseline Report.

Geotechnical Memoranda – Reference document(s), providing an interpretation of available geologic data and preliminary engineering analyses and recommendations that shall not be used for any of the following: form the basis for Design-Builder design, determine differing site conditions, resolve contractual disputes, or in any way interpret the Contract, intents, or obligations of the parties.

Governmental Approvals - Any approval, authorization, certification, consent, exemption, filing, lease, license, permit, registration or ruling, required by or with any Governmental Body in order to perform the Work or any Relocation work being performed by a Utility Owner, including any modification or supplement to any of the foregoing, but excluding (a) any such approvals relating to the work to be performed by other contractors as specifically described in the Contract Documents and (b) any such approvals required by or with a Governmental Body in its capacity as a Utility Owner.

Governmental Body - Any federal, state, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than WSDOT.

Governmental Rules - All applicable federal, state and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders and decrees of any Governmental Body having jurisdiction over the Project or Site, the practices involved in the Project or Site, any Work, or any Utility work being performed by a Utility Owner. The term "Governmental Rule" does not include Governmental Approvals.

Hazardous Materials - Any (a) substance, product, waste, pollutant, contaminant or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds or inorganic compounds, as defined by any Environmental Law; (b) substance, product, waste, pollutant, contaminant or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any Environmental Law; (c) substance, product, waste, pollutant, contaminant or other material of any nature whatsoever which may give rise to liability under clause (a) or (b) or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a state or federal court; (d) petroleum hydrocarbons excluding de minimus amounts and excluding petroleum hydrocarbon products contained within regularly operated motor vehicles; and (e) hazardous building materials including but not limited to asbestos or asbestos-containing materials, lead or PCBs in structures and/or other improvements on or in the Site or in subsurface artifacts (other than mineral asbestos naturally occurring in the ground). The term "Hazardous Materials" includes Hazardous Waste.

Hazardous Materials Management - Sampling, stock-piling, treatment, clean-up, remediation, transportation, and/or off-site disposal of Hazardous Materials, whichever is the most cost effective approach authorized under applicable Governmental Rules and/or Environmental Law.

Hazardous Waste - Waste as defined in 40 C.F.R. Part 261.

Impact Area Footprint – The meaning set forth in TR Section 2.8.4.2.

Incidental Utility Work – Includes all of the following work necessary for the construction of the Project:

(a) Service Line Relocations.

(b) The adjustment of Utility appurtenances (e.g., manholes, valve boxes, and vaults) for line and grade upon completion of roadway work.

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- 1 (c) All work necessary to remove or abandon in place any Utility that was taken out of service
2 prior to the Proposal Due Date, in accordance with TR Section 2.10.
- 3 **Indemnified Parties** - The meaning set forth in Section 1-07.14(1).
- 4 **Independent Assurance (IA)** - The meaning set forth in TR Section 2.28.
- 5 **Instant of Transfer** - The point in time that signifies the transfer of responsibility for a PFS (a)
6 from the Moorage Contractor to the Design-Builder, or (b) from the PCP Contractor to the Design-
7 Builder, as set forth in TR Section 2.27.4.1.
- 8 **Instructions to Proposers** - The WSDOT-issued document included in the Request for Proposals,
9 providing instructions regarding the preparation and submission of the Proposal.
- 10 **Intelligent Transportation Systems (ITS)** - All components and equipment referenced as such in
11 the Technical Requirements.
- 12 **Intergovernmental Agreement (IGA)** - a (binding) agreement between WSDOT and another
13 Governmental Body that is included in the RFP, addressing Utility Work, roadway design,
14 engineering studies, construction, maintenance, or other services, as the same may be amended.
15 IGA's pertaining to roadway design, engineering studies, construction, maintenance, or other
16 services are located in Appendix N. IGA's pertaining to Utility Work are located in Appendix U8.
- 17 **Interpretive Engineering Decision** - The meaning given in Section 1-03.5.
- 18 **Legal Requirements** - All applicable federal, state and local laws, codes, ordinances, rules,
19 regulations, judgments, decrees, directives, guidelines, policy requirements, orders and decrees of
20 any Governmental Body having jurisdiction over the Project or Site, the practices involved in the
21 Project or Site, any Work, or any Utility work being performed by a Utility Owner. The term
22 "Legal Requirements" does not include Governmental Approvals.
- 23 **Major Underground Utility** - Any Utility that is buried or placed below ground, other than
24 Service Lines, any street lighting, traffic signals, or irrigation facilities.
- 25 **Mandatory Standards** - The standards and specifications identified as such in the Technical
26 Requirements.
- 27 **Moorage Contract** - WSDOT's design-bid-build contract that will construct a moorage site in
28 Grays Harbor for mooring up to 12 PFS pontoons at a time.
- 29 **Moorage Contractor** - The entity with which WSDOT will contract to construct the Moorage
30 Contract.
- 31 **Moorage Facility** - The meaning set forth in TR Section 2.27.1.1.1.
- 32 **Moorage Site A and Moorage Site B** - The meaning set forth in TR Section 2.27.1.1.1.
- 33 **Necessary Basic Configuration Change** - Any change in the Basic Configuration which is
34 necessary to correct an error, omission, inconsistency or other defect in the Basic Configuration
35 (with the understanding that a change shall be deemed "necessary" only if the error, omission,
36 inconsistency or other defect creates a conflict with other Contract requirements or another
37 problem that cannot be corrected without a material change in the Basic Configuration).
- 38 **Nonconforming Work** - Work performed that does not meet requirements of the Contract
39 Documents.
- 40 **Notice to Proceed (NTP)** - The written authorization issued by WSDOT that permits the Design-
41 Builder to commence performance of the Work.

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- 1 **NTP 1** - The written authorization issued by WSDOT to Design-Builder to commence performance
2 of the NTP 1 Work.
- 3 **NTP 1 Work** - Consists of the following activities:
- 4 • Preliminary Design;
- 5 • Design supporting environmental regulatory compliance and early permit coordination;
6 and
- 7 • Design supporting the development of environmental mitigation plans.
- 8 **NTP 2** - The written authorization issued by WSDOT to Design-Builder to commence performance
9 of the NTP 2 Work.
- 10 **NTP 2 Work** - All Work not performed during the NTP 1 period, including completion of Work
11 authorized by NTP 1 as well as Final Design and physical construction.
- 12 **PCP Contract** – WSDOT’s Design-Build “Pontoon Construction Project” contract number 7826,
13 that is constructing 33 PFS pontoons in Grays Harbor County.
- 14 **PCP Contractor** – The entity with which WSDOT has contracted on contract 7826 to construct 33
15 PFS pontoons in Grays Harbor County.
- 16 **Person** - Any individual, corporation, company, limited liability company, voluntary association,
17 partnership, trust, unincorporated organization or Governmental Body.
- 18 **PFS Raft** – The meaning set forth in TR Section 2.27.1.1.1.
- 19 **Physical Completion** – The meaning set forth in Section 1-08.5(2).
- 20 **Physical Completion Date** – The day, as determined in writing by WSDOT, that all requirements
21 for Physical Completion have been met.
- 22 **Pontoon(s)** - Any or all of the seventy-seven (77) pontoons that make up the pontoon system of the
23 entire Evergreen Point Floating Bridge on this Project, consisting of Pontoon(s) Furnished by the
24 State (PFS) and Pontoon(s) Provided by the Design-Builder (PPDB).
- 25 **Pontoon(s) Furnished by the State (PFS)** - Any or all of the thirty-three (33) pontoons
26 constructed pursuant to the PCP Contract and being provided by WSDOT to the Design-Builder for
27 incorporation into this Project.
- 28 **Pontoon(s) Provided by the Design-Builder (PPDB)** - Any number of the forty-four (44)
29 pontoons constructed as part of the Contract Work.
- 30 **Pontoon System** – The meaning set forth in TR Section 2.12.1.1.
- 31 **Pre-Approved Design Deviations** - Deviations identified by WSDOT in the Technical
32 Requirements as being required to accomplish the Basic Configuration that differ from WSDOT
33 established standards required in the Contract Documents.
- 34 **Preferred Alternative** - The environmentally preferred alternative identified as such in the
35 environmental documents prepared pursuant to NEPA. The 6-Lane Alternative has been
36 designated as the Preferred Alternative.
- 37 **Preliminary Design** – As defined at 23 CFR 636.103, defines the general project location and
38 design concepts. It includes, but is not limited to, preliminary engineering and other activities and
39 analyses, such as environmental assessments, topographic surveys, metes and bounds surveys,
40 geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic
41 studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of

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the types and quantities of materials, and other work needed to establish parameters for the final design. Prior to completion of the NEPA review process, any such preliminary engineering and other activities and analyses must not materially affect the objective consideration of alternatives in the NEPA review process.

Prior Relocation - Utility Relocations to be undertaken by either the Utility Owner or a third party contractor identified as such in TR Section 2.10.

Prior Relocation Agreement -- an agreement (as the same may be amended) between WSDOT and a Utility Owner, included in the RFP and addressing a Prior Relocation. A document is a "Prior Relocation Agreement" if it meets the definitions set forth herein, without regard to the title of the document.

Private Utility - A Utility that is owned or operated by a Private Utility Owner.

Private Utility Owner - A Utility Owner that is not a Public Utility Owner.

Project - The SR 520 Evergreen Point Floating Bridge and Landings Project, as more specifically described in the Contract Documents.

Proposal - The proposal submitted by the Design-Builder in response to the Request for Proposal, including the Price Proposal, the Technical Proposal, and all clarifications and supplements thereto.

Proposal Due Date - The date specified for delivery of Proposals in the Instructions to Proposers.

Proposal Price - The total price for performance of the Work set forth in the Proposal.

Protection in Place or Protect in Place - Any action taken to avoid damaging a Utility which does not involve removing or reinstalling it in a new location, including staking the location of the Utility, avoidance of a Utility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered Protection in Place; whereas temporarily moving power lines to another location after cutting them would be considered a Temporary Relocation. The term includes both temporary measures and permanent installations meeting the foregoing definition.

Public Utility - A Utility that is owned or operated by a Public Utility Owner.

Public Utility Owner - A Utility Owner that is a Governmental Body.

Qualification (Personnel) - The characteristics or abilities gained through documented training or documented experience or both, as measured against established standards, written tests, and/or performance tests that qualify an individual to perform a required function.

Quality Assurance (QA) - All those planned and systematic actions performed by the Design-Builder to demonstrate to the Department that the Work complies with the Contract and that all elements of the Work will perform satisfactorily for the purpose(s) intended

Quality Assurance Sample - Samples and testing for Quality Assurance performed under the direction of or by the Construction QA Manager. These tests and samples are for materials acceptance and documentation of the materials quality.

Quality Assurance Team - A joint Design-Builder and WSDOT team effort responsible for reviewing and responding to all quality issues.

Quality Control (QC) - The total of all activities performed by the Design-Builder to assess design, production and construction processes so as to control the level of quality being produced in the end product. Components may include design reviews and checks, establishing procedures,

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- 1 (h) Costs associated with any delay not on the Critical Path;
- 2 (i) Costs covered by insurance proceeds received by or on behalf of the Design-Builder;
- 3 (j) Correction of Nonconforming Work and oversight and related activities in connection
- 4 therewith by WSDOT (including rejected design submittals);
- 5 (k) Failure by the Design-Builder to comply with Contract requirements;
- 6 (l) Delays in obtaining Governmental Approvals that are required to be obtained by the Design-
- 7 Builder;
- 8 (m) Delays in obtaining or failure to obtain any third party approvals required to implement any
- 9 approved ATCs incorporated into the Contract Documents;
- 10 (n) Unless noted otherwise in the Contract, any increases in costs or time incurred implementing
- 11 an ATC;
- 12 (o) All events beyond the control of WSDOT except for events that WSDOT has agreed to
- 13 assume liability for in the Contract;
- 14 (p) Delays in obtaining the Governmental Approvals, including those based on NEPA/SEPA
- 15 documentation, that are required to be obtained by WSDOT and/or changes to requirements
- 16 of Governmental Approvals, including those based on NEPA/SEPA documentation, where
- 17 said delay and/or change(s) is in anyway caused by or relates to (i) an ATC incorporated into
- 18 the Proposal; (ii) the Design-Builder's design varying from the WSDOT Conceptual Design;
- 19 and/or (iii) the Design-Builder's design varying from the Environmental Project Description
- 20 Narrative in Appendix E6;
- 21 (q) Increased costs or time of any nature in any way related to use and/or development of any
- 22 casting site or casting facility and/or alternate moorage or outfitting sites, without regard to
- 23 whether or not such site(s) are identified or mentioned in the Contract Documents;
- 24 (r) Changes of any nature to the Environmental Commitments List (Appendix C1) that are
- 25 imposed by, or agreed to by a Governmental Body having jurisdiction and/or WSDOT, that
- 26 are in any way caused by or relates to (i) an ATC incorporated into the Proposal; (ii) the
- 27 Design-Builder's design varying from the WSDOT Conceptual Design; and/or (iii) the
- 28 Design-Builder's design varying from the Environmental Project Description Narrative in
- 29 Appendix E6.
- 30 The Design-Builder hereby assumes responsibility for all such matters, and acknowledges and
- 31 agrees that assumption by the Design-Builder of responsibility for such costs and delays, and the
- 32 consequences and costs resulting there from, is reasonable under the circumstances of the Contract
- 33 and that contingencies included in the Contract Price in the Design-Builder's sole judgment,
- 34 constitute sufficient consideration for its acceptance and assumption of said risks and
- 35 responsibilities.

36 **1-04.4(6) INTENTIONALLY OMITTED**

37

38 **1-04.4(7) INTENTIONALLY OMITTED**

39

1 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**2 1-07.1 LAWS TO BE OBSERVED**

3 The Design Builder shall always comply with all Federal, State, tribal or local laws, ordinances,
4 regulations and Governmental Approvals that affect Work under the Contract. The Design-Builder
5 acknowledges and agrees that it will be responsible for all fines and penalties that may be assessed
6 in connection with any failure to comply with such requirements. The Design Builder shall
7 indemnify, defend, and save harmless the Indemnified Parties against any claims that may arise
8 because the Design Builder (or any employee of the Design Builder or Subcontractor or material
9 person) violated a legal requirement.

10 The Design Builder shall be responsible for the safety of all workers and shall comply with all
11 appropriate state safety and health standards, codes, rules, and regulations, including, but not
12 limited to, those promulgated under the Washington Industry Safety and Health Act RCW Chapter
13 49.17 (WISHA) and as set forth in Title 296 WAC (Department of Labor and Industries). The
14 Design Builder shall likewise be obligated to comply with all federal safety and health standards,
15 codes, rules, and regulations that may be applicable to the contract Work.

16 U.S. Mine Safety and Health Administration rules apply when the Project includes pit or quarry
17 operations. Among other actions, these regulations require the Design Builder to notify the nearest
18 Mine Safety and Health sub district office (1) of the Project before it begins, (2) of the starting
19 date, and (3) of the Physical Completion date.

20 Without usurping the authority of other agencies, WSDOT will cooperate with them in their efforts
21 to enforce legal requirements. Upon awareness of any violation of a legal requirement, WSDOT
22 will notify the Design-Builder in an effort to achieve voluntary compliance. WSDOT may also
23 notify the agency responsible for enforcement if WSDOT deems that action necessary to achieve
24 compliance with legal requirements. WSDOT will also help the enforcing agency obtain the
25 Design-Builder compliance to the extent such help is consistent with the provisions of the Contract.

26 WSDOT will not adjust payment to compensate the Design-Builder for changes in legal
27 requirements unless those changes are specifically within the scope of RCW 39.04.120. For
28 changes under RCW 39.04.120, WSDOT will compensate the Design-Builder by negotiated
29 Change Order as provided in Section 1-04.4.

30 Under certain conditions, WSDOT will adjust payment to compensate for tax changes. First, the
31 changes shall involve federal or state taxes on materials or fuel used in or consumed for the Project.
32 Second, the changes shall increase or decrease the Design-Builder-paid taxes by more than \$500.
33 For items in the original Contract, the tax change must occur after the Proposal opening date. For
34 negotiated Contracts or items in a supplemental agreement, the tax change must take place after the
35 execution date of the Contract or agreement. Within these conditions, WSDOT will adjust
36 compensation by the actual dollar amounts of increase or decrease caused by the tax changes. If
37 WSDOT requests it, the Design-Builder shall certify in writing that the Contract Price does not
38 include any extra amount to cover a possible change in taxes.

39 WSDOT may audit the records of the Design-Builder as provided in Section 1-09.12, to verify any
40 claim for compensation because of changes in laws or taxes.

41

42 1-07.2 STATE TAXES

43 Design-Builder shall pay all applicable federal, State and local sales, consumer, use and similar
44 taxes, property taxes and any other taxes, fees, charges or levies imposed by a governmental entity,

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- 1 approval by WSDOT and/or others hereunder shall not relieve the Design-Builder of any of its
2 obligations under the Contract Documents or in any way diminish its liability for performance of
3 such obligations or its obligations to provide indemnities hereunder.
- 4 **1-07.14(1).5 WSDOT Hazardous Materials Indemnity**
- 5 Except with respect to Design-Builder responsible Hazardous Materials pursuant to Section 1-
6 07.14(1)(g), WSDOT shall indemnify, protect, defend and hold harmless Design-Builder including
7 Subcontractors and their respective shareholders, directors, officers, employees, agents and
8 representatives from all third party claims (including but not limited to claims for response and
9 remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or
10 similar actions brought by a governmental or private party, including costs incurred in connection
11 with an independent remedial action under MTCA and including third party tort liability) arising,
12 directly or indirectly, from any presence or release of any Hazardous Materials on the Project
13 Right-of-Way, and including any claims that arise out of the transport and disposal of any
14 Hazardous Materials for which WSDOT has been identified as the generator. Except with respect
15 to Design-Builder responsible Hazardous Materials as designated in Section 1-07.14(1)(g)(ii),
16 WSDOT shall be identified as the generator of any hazardous waste manifest for the transport or
17 disposal of Hazardous Materials present at, on, in or under the Project Right of Way and
18 transported or disposed of by Design Builder or a Subcontractor in connection with and during the
19 course of performance of the design and construction Work.
- 20 **1-07.15 TEMPORARY WATER POLLUTION/EROSION CONTROL**
- 21 In an effort to prevent, control, and stop water pollution and erosion within the Project, thereby
22 protecting the Work, nearby land, streams, and other bodies of water, the Design-Builder shall
23 perform all Work in strict accordance with all Federal, State, and local laws and regulations
24 governing waters of the State, as well as permits acquired for the Project.
- 25 The Design-Builder shall perform all temporary water pollution/erosion control measures shown in
26 the Contract Documents, Released For Construction Documents, or as ordered by WSDOT as
27 Work proceeds.
- 28 **1-07.16 PROTECTION AND RESTORATION OF PROPERTY**
- 29 **1-07.16(1) PRIVATE/PUBLIC PROPERTY**
- 30 The Design-Builder shall protect private or public property on or in the vicinity of the Work site.
31 The Design-Builder shall ensure that it is not removed, damaged, destroyed, or prevented from
32 being used unless the Contract so specifies.
- 33 Property includes land, utilities, trees, landscaping, improvements legally on the right-of-way,
34 markers, monuments, buildings, structures, pipe, conduit, sewer or water lines, signs, and other
35 property of all description whether shown in the Contract Documents or not.
- 36 If WSDOT requests in writing, or if otherwise necessary, the Design-Builder shall install
37 protection, acceptable to WSDOT, for property such as that listed in the previous paragraph. The
38 Design-Builder is responsible for protecting all property that is subject to damage by the
39 construction operation.
- 40 If the Design-Builder (or agents/employees of the Design-Builder) damage, destroy, or interfere
41 with the use of such property, the Design-Builder shall restore it to original condition. The Design-
42 Builder shall also halt any interference with the property's use. If the Design-Builder refuses or
43 does not respond immediately, the WSDOT Engineer may have such property restored by other
44 means and subtract the cost from money that will be or is due the Design-Builder.

1-07.18(1).4 Environmental Liability

The Design-BUILDER shall provide environmental liability coverage, on an occurrence or claims made basis, with annual limits of not less than \$100,000,000 per claim and in the aggregate, which shall apply separately and exclusively to the Project, including liability arising out of transportation and non-owned disposal sites. The policy shall include as named insureds the State, the Design-BUILDER and any Related Entity of any tier performing Work for which such coverage is appropriate. The remaining Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off of the Site:

The policy shall have a five year extended reporting period and cover claims made on and prior to Final Acceptance and claims made after Final Acceptance, but within the extended reporting period. The required limits can be satisfied by a combination of a primary policy and an excess policy.

1-07.18(1).5 Excess Liability

Design-BUILDER shall provide excess liability coverage with annual limits of not less than \$250,000,000 which will provide coverage at least as broad as the primary coverages set forth herein, including Workers' Compensation, Commercial General Liability, Automobile Liability, and Aircraft Liability, in excess of the amounts set forth in Sections 1-07.18(1).1 (for Jones Act and employers liability), 1-07.18(1).2, 1-07.18(1).3, 1-07.18(1).8, and 1-07.18(1).9, respectively. Solely with respect to the products/completed operations coverage required under Section 1-07.18(1).2, a single aggregate limit (\$250,000,000.00) shall apply to all occurrences for the six-year period following Completion of the Project. The Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off the Site, to the extent that they are not named on any of the foregoing policies as named insureds.

1-07.18(1).6 Professional Liability

The Design Builder shall provide professional liability insurance with annual coverage limits of not less than \$15,000,000 per claim and in the aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities with respect to the Project. The policy shall be a Project specific policy and shall have a retroactive date no later than the date on which the RFP was issued and shall remain in place through Completion. The policy shall have an extended reporting period of not less than six (6) years after Completion. The coverage shall include design subconsultants of any tier. This policy may be excess over coverage for claims which may also be covered pursuant to the commercial general liability policy required in Section 1-07.18(1).2 above. The coverage(s) shall include an indemnity endorsement to provide coverage for the Indemnified Parties for liability arising out of the activities or any act, error, or omission of any Related Entity providing professional services hereunder.

1-07.18(1).7 Builder's Risk

The Design-BUILDER shall procure and maintain builder's risk insurance for the Project as specified below. The policy shall be written by insurers authorized to conduct business in the State of Washington with a minimum A.M. Best's Rating of A-, Class X. The insureds shall be the Design-BUILDER, any Related Entity (excluding those solely responsible for design Work), WSDOT and the Indemnified Parties, as their interests may appear. The insurance shall be maintained until the date of Final Acceptance; provided that Design-BUILDER shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to WSDOT.



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

Subject/Topic: Resolution to bring forward a Bond Election Ordinance for City Council consideration Proposed Council Action/Motion: Adopt Resolution No. 16-280 directing a Bond Election Ordinance to be brought forward for City Council consideration on June 13, 2016	For Council Meeting Agenda of: May 23, 2016 Department: Public Works, Planning & Community Development, Finance, and City Manager Prepared by: Rob Karlinsey, City Manager <table style="width: 100%;"> <tr> <td style="width: 80%;">Approved by Department Head:</td> <td style="width: 20%; text-align: center;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Approved by Finance Director:</td> <td></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">RK 5/19/2016</td> </tr> </table> Attachments: Resolution No. 16-280 Attachment A: Walkways & Waterways Project Summaries Attachment B: Imagine Kenmore Fall 2015 Public Outreach Summary Attachment C: Spring 2016 Phone Survey Results	Approved by Department Head:	<u>Initial & Date</u>	Approved by City Attorney:	NA	Approved by Finance Director:		Approved by City Manager:	RK 5/19/2016
Approved by Department Head:	<u>Initial & Date</u>								
Approved by City Attorney:	NA								
Approved by Finance Director:									
Approved by City Manager:	RK 5/19/2016								
Expenditure Required \$31,000	Amount Budgeted \$0	Appropriation Required \$31,000							
<u>INFORMATION/BACKGROUND:</u> At the March 14, 2016 Council meeting, the City Council selected one of three potential Bond Measure packages to be tested through a statistically valid survey to help evaluate whether the package aligned with the community's priorities. The City Council selected the \$18.9 million "Walkways & Waterways" project list as a potential bond measure package to be tested further via the survey. The Walkways & Waterways project list consists of the following: • 68th Avenue: sidewalk and bike lane construction NE 182nd Street to Locust Way/61st Avenue NE: \$4.9 million • Juanita Drive Grant match: sidewalk and bike lane construction from NE 170th Street (Simonds Road) to City limits: \$5 million • Logboom Park lakefront and pathway improvements: \$3.2 million • Rhododendron Park new boardwalk and trail connecting the playfield to the waterfront and future dock: \$800,000 • Squires Landing Park Improvements, including new boardwalk and trails, open space enhancements, and water access improvements: \$5 million The Walkways & Waterways along with two other potential bond measure packages were presented at the February 22, 2016 City Council Meeting as well as the March 14, 2016 City Council meetings. The three potential packages presented at the March 14, 2016 City Council meeting included City Council-directed modifications to the packages presented on February 22, 2016. The potential projects presented were a result of a public outreach initiative by the City known as "Imagine									

Kenmore.” This initiative began last summer and included a number of public meetings, online interactive methods, and a randomized phone survey to solicit public input on priorities for pedestrian and bicycle safety as well as park improvements. A thorough description of the public outreach process and results is included in Attachment B: “Imagine Kenmore Fall 2015 Public Outreach Summary.”

The lists of projects presented to the City Council in February and March were a result of the public input from the Imagine Kenmore initiative. The randomized phone survey conducted to test the Walkways & Waterways package was conducted between April 24 and May 2 of this year. The survey results (see attachment C) seem to be consistent with the citizen input we’ve received through the Imagine Kenmore process, and the Walkways & Waterways project list, as tested in the survey, appears to reflect citizen priorities.

As a result, we recommend moving forward with a voter-approved bond measure in November to fund the Walkways and Waterways projects. A bond measure requires 60% voter approval.

NEXT STEPS:

The next steps include:

- On May 23, 2016, vote on adoption of the attached resolution to direct the city manager to bring forward a Bond Election Ordinance for City Council consideration on June 13, 2016.
- Staff will work with our bond financing consultant and bond legal counsel to outline project schedules (design, permitting, construction) and details of issuing voter-approved bonds, based on the November election date. Staff will also prepare informational materials about the proposed bond measure. These informational materials will be posted to the City’s website and social media sites, City newsletter, fact sheets, and other informational materials.
- On June 13, 2016, consider adoption of a Bond Election Ordinance that would place a Walkways & Waterways bond measure on the November 8, 2016 ballot.

FINANCIAL IMPACT:

King County Elections Division estimates that the City’s election costs for a City bond measure in November will be as follows:

- Election cost: \$21,600 - \$28,800
- Voters’ Pamphlet cost: \$1,300 - \$2,000

These election costs will need to be included in the biennium budget amendment anticipated in the fall.

A voter approved bond measure would result in increased property tax revenue from Kenmore property owners; this property tax revenue would be used to pay back the bond. The estimated total costs of the Walkways & Waterways projects is \$18.9 million. In addition and in consultation with our bond financing advisor, we recommend including \$300,000 (1.6%) for bond issuance costs, bringing the total bond amount to \$19.2 million. The table below demonstrates the average *estimated* cost to a Kenmore resident given different home values and an assumed bond measure of \$19,200,000 (note that how the bond issuance is structured, the timing of the bonds, and changes in total assessed value may affect the average monthly cost).

Estimated Voted GO Bond Impact

2016 Assessed Value (AV)	\$3,619,618,281
Bond Size	\$19,200,000
Term of Bond in Years	20

Average Interest Rate of Bond	3%
Average Debt Service on the Bond	\$1,290,542
Tax Levy Impact per \$1,000 of AV	\$0.356
Average Monthly Impact on \$300,000 Value Residence	\$8.90
Average Monthly Impact on \$400,000 Value Residence	\$11.87
Average Monthly Impact on \$500,000 Value Residence	\$14.83

The individual park project sheets in Attachment A show the estimated park annual maintenance costs of about \$90,000 which are not included in the capital costs of the projects. Sidewalk maintenance costs are minimal; however, the level of landscaping and storm water work associated with sidewalk and bike lane projects would result in the need for additional maintenance dollars as well. Funding sources for maintenance of these projects, such as a maintenance levy, will need to be considered when the bulk of these projects are built and come on line, presumably in the early 2020s.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 16-280**

**A RESOLUTION OF THE CITY COUNCIL OF
KENMORE, WASHINGTON, DIRECTING A
BOND ELECTION ORDINANCE TO BE
BROUGHT FORWARD FOR CITY COUNCIL
CONSIDERATION ON JUNE 13, 2016.**

WHEREAS, the City of Kenmore incorporated in August 1998;

WHEREAS, upon incorporation, the City took on the responsibility for municipal services, including parks and transportation facilities, previously assumed by King County;

WHEREAS, the City's Comprehensive Plan and other planning documents call for improved transportation facilities, including new sidewalks and bike lanes;

WHEREAS, in 2014 the City Council adopted a Target Zero Resolution with the goal of no pedestrian or bicycle fatalities or serious injuries by the year 2025;

WHEREAS, the City's Parks, Recreation and Open Space Plan states the need for improving public access to the City's waterfront,

WHEREAS, in recent years the City has received consistent input from citizens asking for sidewalks, bike lanes, and improved access to the water,

WHEREAS, the City recently completed an "Imagine Kenmore" initiative whereby the City obtained input from hundreds of citizens,

WHEREAS, the Imagine Kenmore initiative yielded results showing that Kenmore residents' priorities include more pedestrian and bicycle facilities as well as improved public access to Kenmore's shoreline,

WHEREAS, the Kenmore City Council has reviewed and considered the citizen input and feedback from the Imagine Kenmore initiative and, as a result, desires to consider whether to bring forward a voter-approved bond measure that would provide funding for sidewalks and bike lanes on Juanita Drive and 68th Avenue as well as water access improvements at Log Boom, Rhododendron, and Squires Landing Parks,

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

Section 1. The Kenmore City Council does hereby direct the City Manager to bring forward a Bond Election Ordinance for City Council consideration at the regular City Council meeting scheduled for June 13, 2016.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF MAY, 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Attachment A

Walkways & Waterways Project Summaries

Cost Estimates for Ballot Measure: Walkways & Waterways

(Planning-level estimates only, based on 0% design)

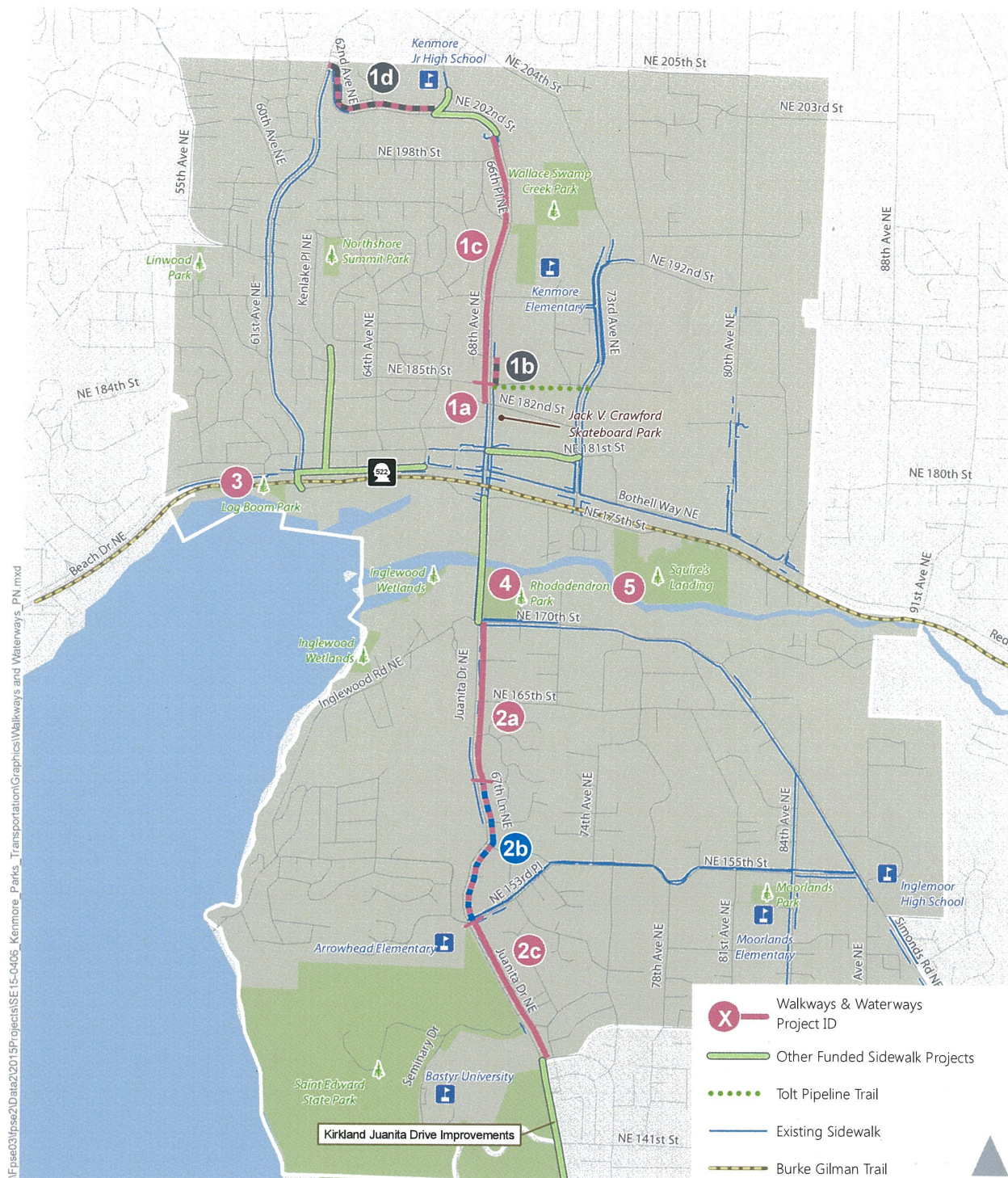
May 19, 2016

Walkways & Waterways Package		
1	68th Ave NE/202nd Street Sidewalks and Bike Lanes	\$4,900,000
2	Juanita Drive Sidewalks and Bike Lanes Grant Match*	\$5,000,000
3	Log Boom Park Lakefront Improvements	\$3,200,000
4	Rhododendron Park Trail Boardwalk and River Access	\$800,000
5	Squire's Landing Park Trail Boardwalk and River Access	\$5,000,000
	Bond Issuance Cost (1.6%)	\$300,000
Total		\$19,200,000

* Assumes state and federal grants to supplement the \$5 million.

See detail in Walkways & Waterways Package

Proposed Funding Sources		
Ballot Measure: Property Tax Bond Measure		
Majority Vote Needed		60%
Bond Size		\$19,200,000
Term of Bond in Years		20
Interest Rate		3.0%
Tax Levy Rate Per \$1,000 AV		0.356
Annual Revenue Generated (Bond Payment)		\$1,290,542
Estimated Monthly Impact on a \$400k Residence		\$11.87



XII. B. Adopt Resolution No. 16-280, Directing the City Mana...

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WALKWAYS & WATERWAYS

PROJECT SUMMARIES

Project Name: 68th Ave NE/NE 202nd Street Sidewalks and Bike Lanes

Project Description: This project builds new sidewalks and bike lanes on 68th Ave from Kenmore's Downtown to the northern city limit. This project completes the sidewalk on the east side of 68th Ave NE by adding a cantilever sidewalk in front of Northshore Utility District. Sidewalk is added on the west side from NE 181st Street to NE 201st Street, where the project meets the "Safe Routes to Schools" grant funded project. The project also includes sidewalk on the north side of NE 202nd Street from 66th Ave NE, where the "Safe Routes to Schools" project ends, to 61st Ave NE.

The project is separated into 4 segments:

Segment a: Sidewalk on west side of 68th Ave NE from NE 181st Street to NE 185th St

Segment b: Sidewalk on east side of 68th Ave NE from NE 185th Street to meet existing

Segment c: Sidewalk on west side of 68th Ave NE from NE 185th Street to NE 201st St

Segment d: Sidewalk on north side of NE 202nd Street from 66th Ave NE to 61st Ave NE

Cost Estimate:

Segment a: \$230,000

Segment b: \$240,000

Segment c: \$2,800,000

Segment d: \$1,630,000

Total: \$4,900,000

Key Features:

With the "Safe Routes to Schools" grant funded project, this project creates a continuous sidewalk on 68th Ave NE.

The cost estimate assumes replacement of all existing sidewalks in the study area.



Location of proposed cantilevered sidewalk



West side of 68th Ave NE



The project will connect with the "Safe Routes to Schools" project at Kenmore Junior High

May 19, 2016

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WALKWAYS & WATERWAYS PROJECT SUMMARIES

Project Name: Juanita Drive Sidewalks and Bike Lanes

Project Description: This project adds sidewalks to the east side of Juanita Drive and bike lanes on both sides with a 2 foot buffer from NE 170th Street (Simonds Road) to the southern city limit. The project involves some roadway widening and estimated right-of-way acquisition. The project cost could vary if right-of-way acquisition requirements change. The project includes adding and extending existing selected left turn lanes.

The project is separated into three segments:

Segment a: Add sidewalk and bike lanes from NE 170th Street to NE 160th Street

Segment b: Add sidewalk and bike lanes from NE 160th Street to NE 153rd Place

Segment c: Add sidewalk and bike lanes from NE 153rd Place to NE 143rd Street (city limits)

Cost Estimate:

Segment a: \$3,065,000

Segment b: \$4,260,000

Segment c: \$5,410,000

Total: \$12,735,000

Key Features:

The project, together with Kirkland's planned bicycle and pedestrian improvements to the south and the West Sammamish Bridge Project to the north, will provide continuous and greatly enhanced pedestrian and bicycle facilities on Juanita Drive.

The project includes adding and expanding left turn lanes consistent with an alternate presented a 2008 study of Juanita Drive. The project includes widening around the NE 155th Street curve.



Existing conditions on Juanita Drive



Rendering of cross-section concept courtesy of the City of Kirkland

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WALKWAYS & WATERWAYS PROJECT SUMMARIES

Project Name: Log Boom Park Lakefront Improvements

Project Description: Provide water access at Log Boom Park to include a beach expansion, new trails, overlook, and a boat house for canoe, kayak, and standup paddle board rentals. New picnic areas, shoreline enhancements, and wetland mitigation are also included.

Cost Estimate

Construction Cost \$ 2,180,000

Admin / AE / Permit Cost \$ 1,020,000

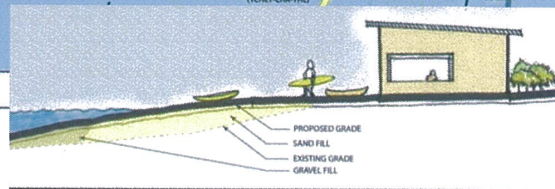
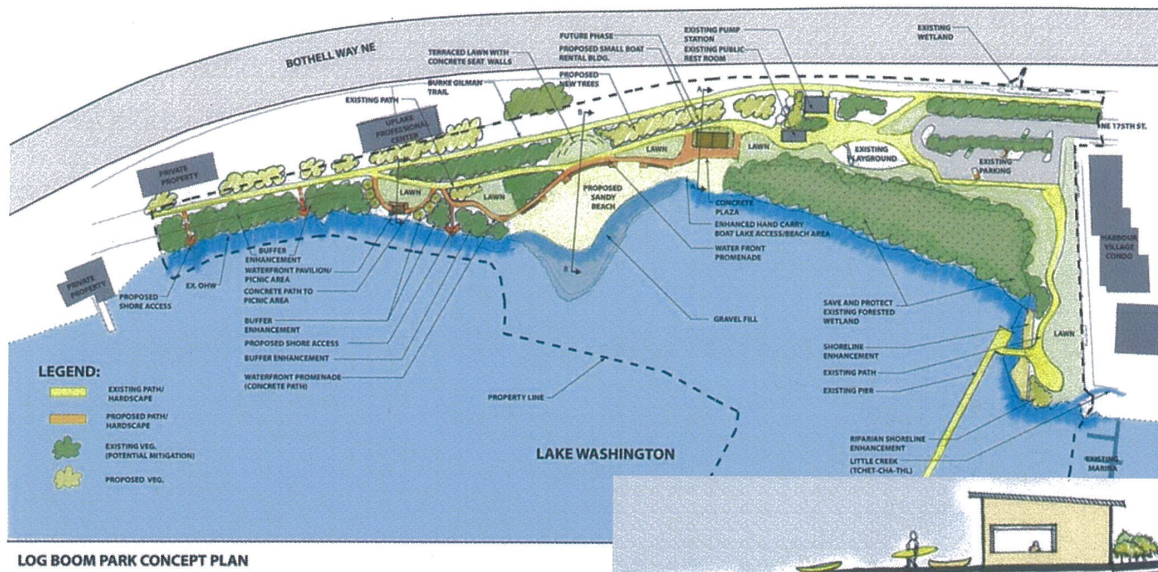
Total Project Cost \$ 3,200,000*

Annual Maintenance Cost \$ 30,000

* Based on 2016 construction costs, escalation not included, maintenance costs are for newly improved acres only.

Key Features

- Trails
- Plaza
- Lawn Amphitheater
- Overlook
- Boat Rental Building
- Water Access
- Expanded Beach
- Interpretive Education



May 19, 2016

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WALKWAYS & WATERWAYS PROJECT SUMMARIES

Project Name: Rhododendron Park Trail Boardwalk and River Access

Project Description: Enhance water access to the Sammamish River by hand-carry boats (kayaks, canoe, etc.) with an improved access drive adjacent to 68th Ave. NE and drop-off area for a future boat house. The new access and parking will be connected to the existing park improvements with a boardwalk and nature trail through the wetland area.

Cost Estimate

Construction Cost	\$	640,000
Admin / AE / Permit Cost	\$	160,000
Total Project Cost	\$	800,000*
Annual Maintenance Cost	\$	11,500

* Based on 2016 construction costs, escalation not included, maintenance costs are for newly improved acres only.]

Key Features

- Trails
- Boardwalk
- Water Access
- Vehicular Drive/Drop-Off
- Interpretive Education
- Additional Parking



May 19, 2016

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WALKWAYS & WATERWAYS PROJECT SUMMARIES

Project Name: Squire's Landing Park Trail Boardwalk and River Access

Project Description: New park development to enhance water access to the Sammamish River. The park will include parking, pocket beach, plaza and boat house. Trails and boardwalks will provide passive recreation and connect the park to Swamp Creek, Sammamish River, and the adjacent Burke-Gilman Trail along NE 175th Street.

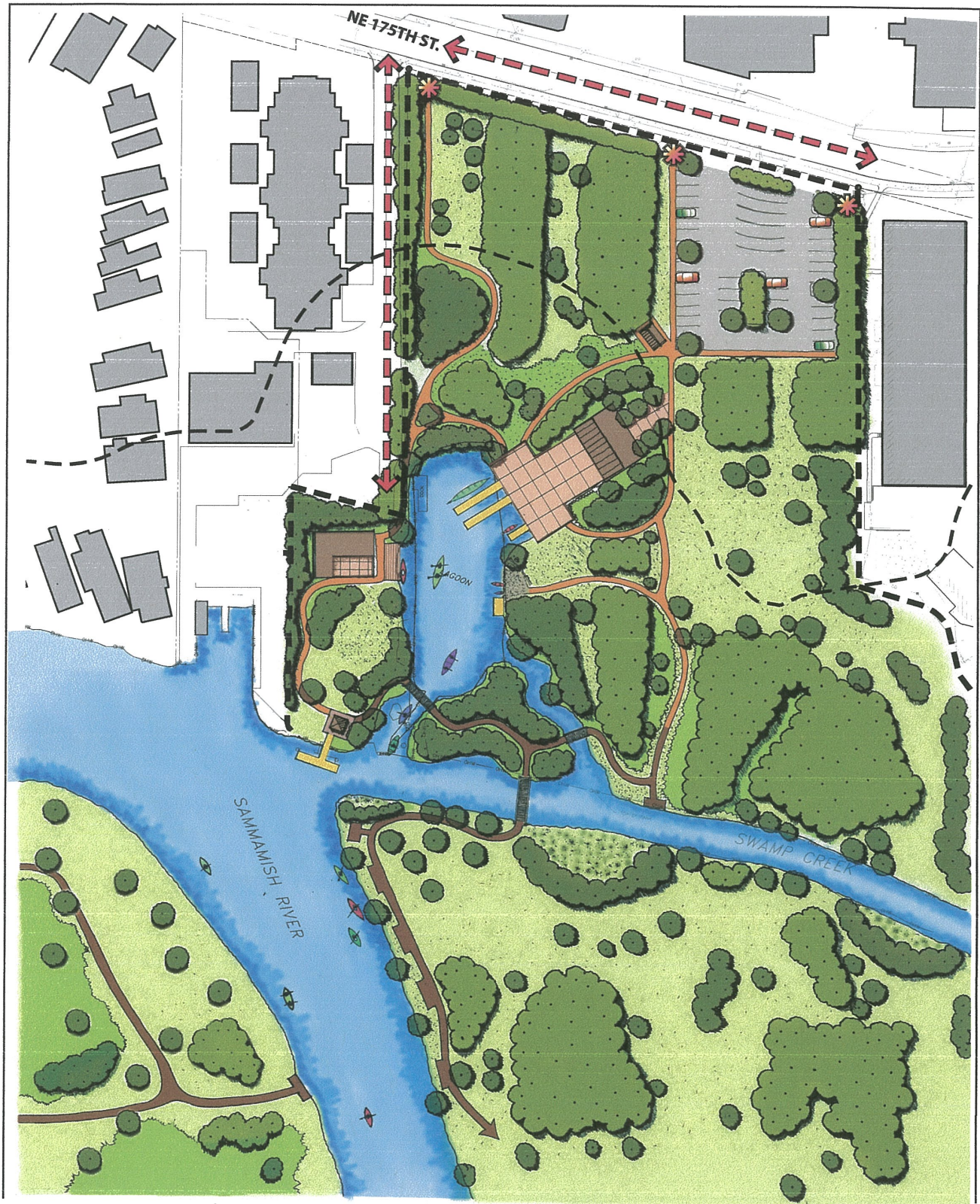
Cost Estimate

Construction Cost	\$ 3,430,000
Admin / AE / Permit Cost	\$ <u>1,570,000</u>
Total Project Cost	\$ 5,000,000*
Annual Maintenance Cost	\$ 49,000

* Based on 2016 construction costs, escalation not included, maintenance costs are for newly improved acres only.

Key Features

- Trails
- Boardwalk
- Water Access
- Docks/Floats
- Overlooks
- Restrooms
- Interpretive Education
- New Parking (37 stalls)



SQUIRE'S LANDING CONCEPT PLAN

Attachment B
Imagine Kenmore Fall 2015 Outreach Summary

IMAGINE KENMORE

FALL 2015 PUBLIC OUTREACH SUMMARY



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www.berkconsulting.com

IMAGINE KENMORE FALL 2015 PUBLIC OUTREACH SUMMARY

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Attachment A: Community Engagement Summary

Attachment B: Phone Survey Results

IMAGINE KENMORE FALL 2015 PUBLIC OUTREACH SUMMARY

INTRODUCTION

Imagine Kenmore is a community conversation about how Kenmore residents can play more and connect more through expanded parks, and safer streets and trails.

In the Fall of 2015, the City of Kenmore implemented an outreach strategy to collect input and ideas from residents on parks, recreation, and walking and bicycling facility improvements within the city. The outreach included online and community activities, as well as a phone survey. This feedback will be used to help the City prioritize capital projects and develop funding options.

The following summary provides highlights of the outreach activities and results. Detailed reports on community outreach and the phone survey are included in Appendices A and B.

OUTREACH METHODOLOGY

Goals

Through community outreach we hoped to learn:

- Which proposed City projects have the most support among residents
- New ideas from residents for improving parks, recreation, and walking and bicycling facilities
- The support level among residents for potential funding measures

Our goal was to engage with a broad sector of residents throughout Kenmore.

Methods

The City used two methods to hear from residents: 1) community engagement, and 2) a randomized phone survey.

1) Community Engagement

Community engagement activities were conducted between September 1st and October 6th, and included an online interactive map, online survey, community workshop, and library tabling event. In addition, an email address was set up for feedback, and comments were received from several residents.

Raising Awareness

We first worked to inform Kenmore residents about the project and how they could participate. A public awareness campaign was begun in early September, consisting of the following activities:

- Project website (<http://imaginekenmore.com>) and email address
- Email notifications
- Facebook ads and event page
- Notifications through schools
- Ads in the local newspaper
- Posters and flyers

IMAGINE KENMORE
PUBLIC OUTREACH SUMMARY

- Two large banners, at City Hall and at Bothell Way
- Signs in local parks
- Dedicated computer stations at the Kenmore Branch Library and at City Hall

Gathering Input

We used several means to gather resident input:

Community Engagement	Dates	Comment Totals
Community Workshop Comment or vote on proposed parks, bike and pedestrian projects or suggest new ideas • 5 interactive map stations • 'Big Ideas' comment wall	September 22, 2015	• 63 participants • 149 comments
Online Survey 10 questions on parks, bike and pedestrian improvements	September 1 – October 6, 2015	• 328 surveys completed
Interactive Map Comment or vote on proposed parks, bike, and pedestrian projects or suggest new ideas using online interactive map tool.	September 1 – October 6, 2015	• 94 participants • 249 total comments • 923 'like' votes • 12 'dislike' votes
Kenmore Library Event Tabling event at the library in Kenmore for 2 hours. Main purpose to hand out flyers promoting the Community Workshop, but also captured comments	September 17, 2015	• ~40 participants • 10 comments
General Comments (Emails and Letters) Comments emailed to a general project email address or sent to City staff.	September 1 – October 6, 2015	• 6 email comment letters

2) Randomized Phone Survey

A statistically valid telephone survey – including landlines and cell phones – of registered voters in the City of Kenmore was conducted in December 2015. Three hundred interviews were completed.

The survey asked Kenmore residents to provide general input on parks, pedestrian, and bike improvement priorities, and asked about funding priorities. It did not ask residents to comment on proposed city projects or to generate new ideas.

SUMMARY OF FINDINGS

We read through hundreds of public comments, reviewed online survey results, and analyzed phone survey results. The following represent overall findings from all outreach activities.

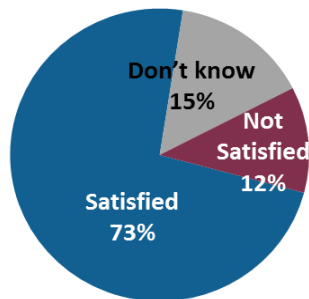
General Support and Satisfaction

There are two major findings about residents' general support and satisfaction for parks and bike/pedestrian improvements.

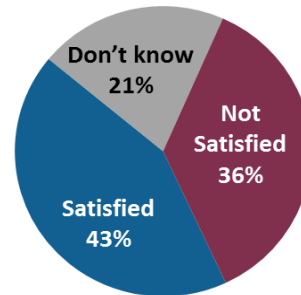
GENERAL FINDING #1: Kenmore residents are less satisfied with the current state of sidewalks and bike infrastructure and safety than with current parks facilities.

The phone survey shows that current satisfaction for parks and recreation facilities in Kenmore is much higher than current satisfaction for pedestrian and bike infrastructure, at 73% versus 43%.

Parks and Recreation Facilities Rating



Pedestrian and Bicycle Infrastructure Facilities Rating



GENERAL FINDING #2: There is strong support for both parks and pedestrian/bicycle improvements

Feedback from all outreach activities show strong support for both parks and pedestrian/bicycle improvements. The top priorities for residents are new sidewalks and waterfront access.

IMAGINE KENMORE
PUBLIC OUTREACH SUMMARY

The phone survey ranks the following projects as top priorities citywide:

Rank	Priority ¹	Mean Intensity of Support (1-7)	High Intensity "7"
1	Constructing new sidewalks on arterial roads	5.41	37%
2	Acquiring and protecting natural open space	5.39	41%
3	Adding to and improving Kenmore's waterfront access	5.34	33%
4	Increasing trails that connect Kenmore neighborhoods	5.04	25%
5	Adding a pedestrian and bicycle underpass or overpass for crossing Bothell Way (SR 522)	4.88	27%

Parks

FINDING: There are differing priorities for parks projects.

Aside from agreeing that waterfront access is a top parks priority, different methods of outreach surfaced different views of other important parks projects:

Phone Survey

Top priority projects among residents who say they would support additional funding:

1. Acquiring and protecting natural open space
2. Adding to and improving Kenmore's waterfront access (boating and paddling, moorage, public beach access)
3. Acquiring a Lake Washington View Park
4. Building indoor recreation facilities
5. Increasing picnic facilities in parks

Community Engagement

(Comment Keyword Analysis)

Top priorities for park improvements:

1. Sports Facilities (349 comments)
2. Waterfront Access (185)
3. Park Maintenance (96)
4. Dog Parks (93)
5. Walking/Nature Trails (81)

FINDING: Waterfront-related projects received strong support in all outreach activities.

Project types favored include trails and boardwalks, swimming and beach access, viewpoints, and boating and paddling facilities. Favored locations were Lake Washington, and river and creek waterfronts

¹ Original Question: I'm going to read you a list of projects that could be funded by the City over the next few years; I'd like you to tell me how high a priority each item is for you. Use a scale of 1 to 7, where 1 means you feel that item should be a very low priority for funding and 7 means that you feel that item should be a very high priority for funding. You can use any number from 1 to 7.

FINDING: Phone survey respondents showed strong support for natural open space.

“Acquiring and protecting natural open space” was a top priority for phone survey respondents. Types of open space include forested, creekside, and wetland areas.

Open space appeared less important to respondents in community engagement activities. Types of open space included bird and wildlife viewing areas and a boardwalk over the swamp.

FINDING: Community engagement participants showed support for sports facilities.

Community engagement activities show support for sports facilities. But...

Sports facilities were less important to respondents in the phone survey (ranked 9th among respondents who support additional funding).

Types: outdoor baseball/softball fields, soccer fields

Location: Saint Edwards Park, Moorlands Park, Rhododendron, 80th Ave NE and NE 195th St

New ideas for parks.

Several ideas were suggested by residents through community engagement activities:

- Walking and nature trails (e.g. “cut-through” walkways between parks; bird/wildlife viewing area and boardwalk over the swamp area)
- Community garden (a number of residents suggested community gardens)
- Programming (outdoor movies, classes)
- Alternative Recreation (e.g. cricket fields, parkour, bike jumps, GAGA pit, and skateboarding)
- Swimming pool
- New neighborhood parks

Top potential parks projects.

The top five proposed parks projects that received support or mentions from community engagement (not including the phone survey) are:

1. **Log Boom Park Waterfront Improvements.** Park maintenance and improvements (e.g. better lighting) as well as enhancements to beach access. *
2. **Rhododendron Park Improvements.** Building a boat house, developing an off-leash dog park, developing sports fields for soccer, baseball or softball, and building a pedestrian bridge to connect to the north side of the Sammamish River. *
3. **Moorlands Park Expansion.** Improving and maintaining the ball fields, creating a dog park, and enhancing park safety at night.
4. **Squire’s Landing Park Improvements.** Park maintenance and improvements, including removing the mobile home near the park, adding picnic shelters, improving the parking lot, and building a boat house or community boat storage facility. *
5. **Swamp Creek Nature Trail Development.** Protection of wildlife habitat and viewing, improving and maintaining the natural ecosystem, and improving pedestrian and bicycle access to and through the park. *

**projects have waterfront-related features*

Pedestrian and Bike

FINDING: Top pedestrian and bike priorities are more sidewalks along arterials, bike lanes, and safer routes to school.

These priorities are similar across all outreach activities. The top locations include major arterials, the downtown/commercial area, and near all schools and busy parks.

Phone Survey

Top pedestrian and bike improvements among those who say they would support additional funding:

1. Constructing new sidewalks on arterial roads
2. Increasing trails that connect Kenmore neighborhoods
3. Separated or dedicated bike lanes
4. Pedestrian or bicycle overpass crossing SR-522/Bothell way

Community Engagement Comments

Top keywords from bike and pedestrian comments:

1. New sidewalks
2. School routes
3. Crosswalks
4. Separated bike lanes
5. Traffic calming

FINDING: New sidewalks and bike lanes were top mentions across all outreach activities.

Top locations for both new sidewalks and bike lane infrastructure were similar and include:

1. Downtown and Major Arterials (all outreach activities)

- Juanita Drive 68th Ave: from NE 190th south to NE 175th St downtown (SR 522); from 170th St/ Simonds Road to 175th
- 61st Ave NE and 181st and SR 522
- 73rd Ave NE (185th to 192nd)
- Connections to Burke Gilman (particularly for cyclists)

2. School Routes (community engagement)

Many comments across outreach activities supported improvements for walking and biking near all of Kenmore schools (phone survey did not ask about school routes).

FINDING: Community engagement activities show strong support for crosswalk improvements.

In community engagement activities, residents suggested that crosswalk improvements were important to both pedestrian and bike safety. However, crosswalks were less important to respondents in the phone survey.

Types of crosswalk improvements include: crosswalk lines, better signage at crosswalks, and installation of flashing lights and signals.

Locations include: near schools, parks, and major arterials. Common locations mentioned include intersections along major arterials, near schools and parks:

- Crossing SR 522: at 68th Ave NE; at 61st Ave NE
- 68th Ave NE and NE 185th Street (and other places crossing 68th between 181st and 202nd)
- More crosswalks across 61st Ave NE
- Simonds Road (near Inglemoore HS): at 84th Ave NE; at NE 155th St

New ideas for pedestrian and bicycle improvements

Several ideas were suggested by residents through community engagement activities, including:

- Improved pedestrian and bike access from 61st Ave NE to Log Boom Park.
- The addition of a bike lane to the bridge on 68th Ave NE. (This was the most popular bike comment on the online map.)
- Walking and biking trails that link to the Burke Gilman, such as a bike/pedestrian bridge from Swamp Creek Park.

Top pedestrian and bicycle projects (not including phone survey)

The top five proposed pedestrian and bike projects that received support or mentions from community engagement activities (not including phone survey) are:

1. **Grade-Separated Crossing at SR 522.** This project received a total of 19 comment mentions and 42 like votes from the workshop, online survey and interactive map. Many commenters suggested an overpass (foot bridge) or underpass for both pedestrian and bicycle crossings.
2. **Juanita Drive Pedestrian and Bike Improvements.** Many comments noted that children use this road to get to school, and others use Juanita Drive to get to St. Edwards Park.
3. **NE 202nd Street Sidewalk – Kenmore Junior High Safe Routes to School.** Safe routes to all Kenmore schools through pedestrian and bike improvements was a top priority in comments. Suggestions included sidewalks along NE 202nd Street and 68th Ave NE.
4. **NEW: Improved pedestrian and bike access from 61st Ave NE to Log Boom Park.** This project received a lot of support on the online interactive map. The traffic intersection could be improved and the switchback is not safe, especially with bikes and strollers.
5. **Juanita Drive Traffic Calming.** Similar to “Juanita Drive Pedestrian and Bike Improvements,” comments supported building safe access for bikes, pedestrians, and cars along this arterial.

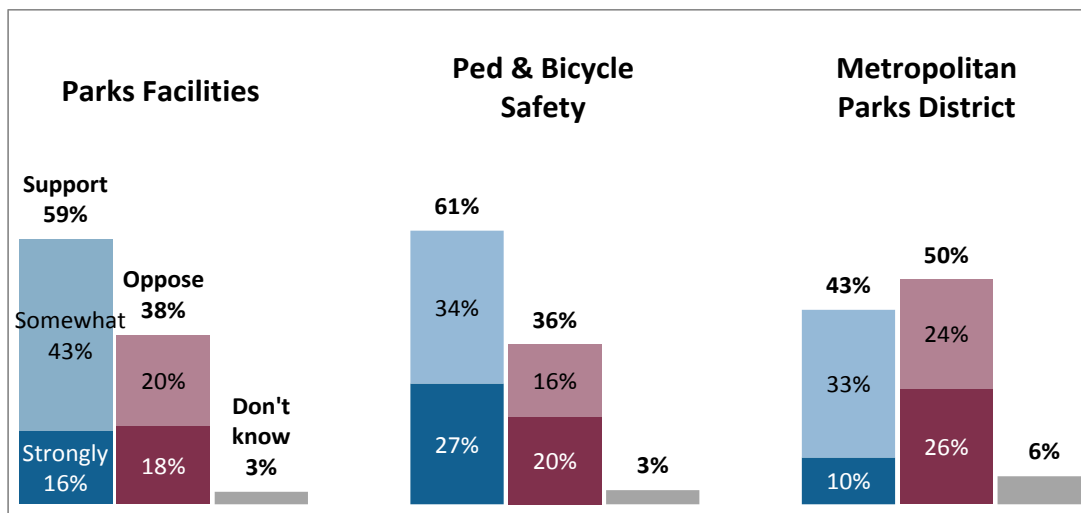
Funding Support (Phone Survey)

The randomized phone survey tested support for potential funding measures for parks facilities and for bicycle and pedestrian facilities. The funding measure tested was a property tax to raise up to \$1.5 million/year, costing owner of a \$400,000 home about \$180/year.

FINDING: Stronger support for funding pedestrian and bicycle safety improvements than for park improvements or a metropolitan parks district.

A majority of residents support a potential neighborhood and community parks funding measure, 59%, however intensity of support is low, with 16% strongly in support. A strong majority of residents support additional funding for pedestrian and bicycle safety improvements, 61%, with 27% strongly supportive. A minority of residents, 43%, support creation of a Metropolitan Parks District.

IMAGINE KENMORE
PUBLIC OUTREACH SUMMARY



NEXT STEPS

The next phase of Imagine Kenmore begins in January, including developing cost estimates for and prioritizing projects; gathering community input on the prioritized project list; developing funding options, and finalizing a project list. The City Council is expected to make a decision in April on how to pursue additional funding, and for which projects.

**ATTACHMENT A: COMMUNITY ENGAGEMENT
SUMMARY**

IMAGINE KENMORE

Summary of Community Engagement

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INTRODUCTION

The City of Kenmore implemented an outreach strategy to collect input and ideas from residents on parks, recreation, and walking and bicycling facility improvements within the city. This feedback will be used to help the City prioritize capital projects and develop funding options. The following summary provides highlights of the activities, conducted between September 1 and October 6, 2015. These activities included an online interactive map, online survey, community workshop, and library tabling event. In addition, some comments were received via email. The following objectives guided the public outreach across all activities:

- Gain feedback on potential proposed parks and transportation projects outlined in City planning documents (29 in total)
- Solicit new ideas for parks, recreation, and walking and bicycling improvements
- Engage with a broad sector of residents throughout Kenmore

OUTREACH ACTIVITIES

Community Workshop

The City of Kenmore hosted an open house-style community workshop on September 22, 2015 from 6:30 to 8:30pm. A total of 63 people attended. Attendees were able to provide feedback on a variety of interactive boards and stations. These included a 'Big Ideas' comment wall about park, pedestrian and bike improvement ideas, as well as interactive map stations (1 citywide map and 4 quadrant maps). Participants were encouraged to comment or vote on proposed projects and suggest new ideas. See the Community Workshop Summary section for details on the workshop design.

Exhibit 1. Community Workshop Total Comments

	Count
Quadrant Map Board Comments	79
Idea Wall Comments	70
Total	149

Online Survey

An online survey was created to collect feedback for pedestrian, bike and parks improvements. Most of the survey questions were multiple choice with some open-ended questions. The survey was open between September 1 and October 6, 2015. In total, 328 individuals completed it. Characteristics of survey respondents are described below.

- The majority of survey respondents (85%) were Kenmore residents.
- The majority of respondents were between the ages of 36 and 50 (57%). Approximately 19% of respondents were 21-35, and 23% were over 51. Approximately 1% was 20 and under.
- Respondents live in all geographical quadrants of Kenmore. Thirty-eight percent live in the Northwest quadrant (north of 522 and west of 68th Ave NE), 30% live in the Southeast quadrant (south of 522 and east of Juanita Drive), 20% live in the Northeast (north of 522 and east of 68th Ave NE), and 12% live in the Southwest (south of 522 and west of Juanita Drive).

See the Online Survey Summary section for survey questions and results.

Interactive Map

An online interactive map provided an opportunity for virtual public engagement: participants could place a pin with a geographic marker on the map to make comments about specific locations or proposed projects. Commenters could also tag other people's comments with a 'Like' or 'Dislike' vote, as well as reply to other comments. The interactive map tool was open from September 1st through October 6, 2015. The map was promoted on the project website, through the online survey, at the Community Workshop, at the Kenmore library, and through other marketing channels.

In total, there were 94 unique commenters. A total of 249 comments were made, including 152 original comments, 84 reply comments, and 13 replies disliking a particular comment ("dislike replies").

Exhibit 2. Interactive Map Comments

	Comment Count	Like Votes	Dislike Votes
Original comments	152	923	12
Number of replies	84	0	0
Number of dislike replies	13	0	0
Total	249	923	12

See the Interactive Map Summary section for more details.

Library Event

An outreach tabling event was held at the King County Public Library System's Kenmore branch library on September 17, 2015. The event lasted for two hours from 10:00am to 12:00pm to coincide with library programming. Approximately 40 Imagine Kenmore flyers were handed out, and about ten comments were captured.

General Comments (emails, letters)

A project email address, ImagineKenmoreWA@gmail.com, was created as another means of gathering input. General email comments were also sent to the City staff. A total of six email comment letters were received.

KEY THEMES FROM PUBLIC OUTREACH

The following provides a high-level summary of the major themes from comments across all outreach activities.

Support for Parks, Recreation, Pedestrian, and Bike Improvements Citywide

Feedback from the outreach activities shows strong support for park and transportation (pedestrian and bike) improvements in Kenmore.

The major themes across all methods of outreach – including parks, pedestrian, and bicycle comments – include:

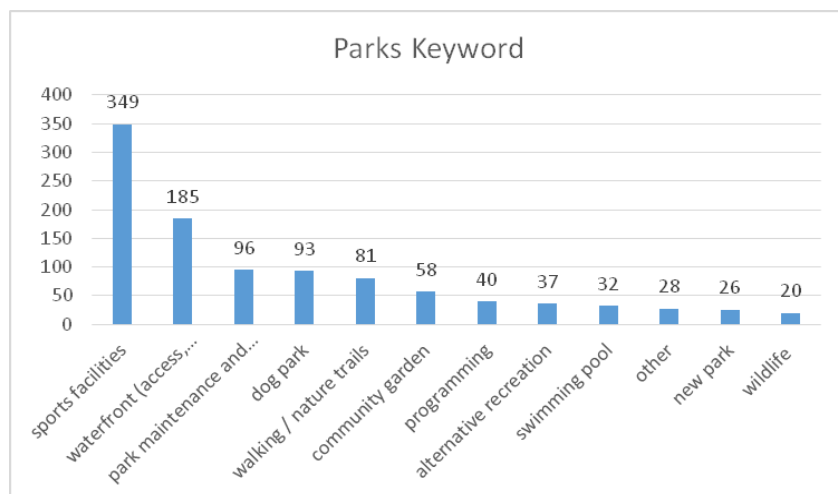
- **Parks: Build and improve sports facilities and waterfront recreation.** Comments suggest there is strong support for improvements and expansion of Kenmore’s athletic fields, particularly baseball/softball and soccer fields. There is also strong support for more waterfront access and recreation opportunities, particularly along Lake Washington but also along Kenmore’s other waterbodies – rivers, creeks, and streams. Popular waterfront ideas encompass a range of waterfront activities, from viewing and walking opportunities to more non-motorized and motorized boating recreation.
- **Pedestrian and Bike Networks:** Residents support creating better pedestrian and bike safety and access with sidewalk improvements and separated bike lanes. Location priorities include Kenmore schools, parks, waterfront, and downtown area.

Parks

General Themes

Across all outreach activities, the top themes in comments relating to parks were sports fields, waterfront, park maintenance, and dog parks, as shown in Exhibit 3.

Exhibit 3. Park Keywords



Note: Includes comments from all outreach activities (workshop, online survey, interactive map, library event, and email comments).

Sports fields

Feedback across all outreach activities shows overwhelming support for more and improved sports fields. It was the top keyword in the online survey and interactive map comments. The majority of comments address the need for outdoor baseball/softball fields and soccer fields for both adults and youth. Saint Edward State Park was the most popular location suggestion. Additionally, 80th Ave NE and NE 195th Street (NE quadrant), Moorlands Park, and Rhododendron Park were popular suggested locations to build outdoor sports fields. Some comments addressed the need for indoor or other type of sports facilities, such as tennis courts, basketball courts, gyms, etc.

Comment Highlights:

- *"For the past ten years I have played on an adult soccer league and I recently quit because I'm tired of driving to Seattle and the Eastside to play. Kenmore needs a multi-purpose field for adult sports leagues as well as kids."*
- *"We need at least one major active park, with turf ball fields, in Kenmore! For baseball, we drive to Bothell, Woodinville, and Kirkland. For soccer, we play at 60 Acres, out in Redmond! We have some sense of community when using the ball fields at Bastyr, but the drainage is so bad that they routinely rain out on dry days. Put turf down at Bastyr, enhance and drain the fields in Saint Edwards, build new (turf) fields in north Kenmore by Forsgren Park. Give us a place where we can be "Kenmore kids playing in Kenmore."*

Waterfront

Waterfront was the second most common keyword in the comment analysis. This includes comments about waterfront access, activities (motorized and non-motorized boating), boating facilities, moorage, beach development, and waterfront viewing. Many commenters support park and recreational projects for waterfront access and improvement, whether at existing parks or new parks. A common representative of many residents' feedback was: *"Kenmore is so well-situated near the lake, creeks, etc. But, other than St. Edwards's and Log Boom, there's not a lot of easy access to the lake."*

Park Maintenance and Enhancements

Many comments were supportive of maintenance and enhancement of park facilities. This could include adding picnic tables, trash receptacles, improving drainage on current grass fields, signage, improving parking lots, lighting, and park clean up. There were a variety of parks where maintenance and improvement was suggested, including Log Boom Park, the Burke Gilman Trail, Moorlands Park, Swamp Creek Park, and Northshore Summit Park.

Comment examples:

- **Log Boom Park:** *"Please have better lighting near the restrooms at Log Boom Park. I recently ran through the area at night and needed to stop and was really scared going through that area."*
- **Northshore Summit Park:**
 - *"Removal of the three tree stumps at the bottom of the climbing wall/slide structure in the park playground. If a child were to slip and fall off the climbing wall, the stumps could contribute to a significant injury."*
 - *"Please improve the drainage at Northshore Summit Park. We can't use the grass field now."*

Dog Park

Many commenters supported the creation of an off-leash dog park. A variety of locations were suggested, including Moorlands Park, Rhododendron Park, near 80th Ave NE and NE 195th St, downtown, Twin Springs, and near Kenmore Air Harbor.

Proposed Parks Projects: Top 5

The following proposed projects received the most mentions, supportive comments, and 'like' votes.

1. **Log Boom Park Waterfront Improvements (#20)¹**. Commenters wanted to see park maintenance and improvements (e.g. better lighting) as well as enhancements to beach access.
2. **Rhododendron Park Improvements (#22)**. Suggestions included building a boat house, developing an off-leash dog park, developing sports fields for soccer, baseball or softball, and building a pedestrian bridge to connect to the north side of the Sammamish River.
3. **Moorlands Park Expansion (#21)**. Suggestions included improving and maintaining the ball fields, creating a dog park, and enhancing park safety at night.
4. **Squire's Landing Park Improvements (#24)**. Comments mainly pertained to park maintenance and improvements, including removing the mobile home near the park, adding picnic shelters, improving the parking lot, and building a boat house or community boat storage facility.
5. **Swamp Creek Nature Trail Development (#26)**. Comments supported protection of wildlife habitat and viewing, improving and maintaining the natural ecosystem, and improving pedestrian and bicycle access to and through the park.

For a full list of the proposed parks projects, including project details, comment mentions, and comment highlights see Appendix 1.

Additional New Park Ideas

The following ideas are selected ideas for other new park opportunities based on the keyword analysis (see Exhibit 3).

Park Keyword	Comment Suggestions
Walking and Nature Trails	• "Cut-through" walkways between parks that avoid walking along roads and provide a network of paths for a Kenmore walking trail • "Create a bird/wildlife viewing area and boardwalk over the swamp area very much like Potter's Marsh in Anchorage. There is good access using the City purchased properties off of 73rd and connected boardwalk could link the power line trail along 185th from 73rd to 80th as well."
Community Garden	• "Community gardening helps create community around social interaction, work, self-reliance, being close to nature, producing and sharing healthy food, reducing family food expenses, conserving resources and creating opportunities for education. Community gardens are a great resource for teaching children about healthy food habits, sustainability, and responsibility."

¹ Here and in other instances related to projects included in City planning documents, the numbers represent the project number that was assigned to this effort. For more information on each project, see Appendix 1.

Park Keyword	Comment Suggestions
Programming	• Outdoor movies • Classes
Alternative Recreation	• Examples include cricket fields, parkour, bike jumps, GAGA pit, and skateboarding
Swimming Pool	• <i>"Will we ever get a pool back? The loss of St. Edward pool has forced me to drive my kids to Lynnwood to go swimming in the winter."</i> • <i>"Could the City buy this piece of property between the Car Wash and Fire station and put in a Community pool like the Community Rec Centers at Lynnwood & Burien? This would be so incredible for the City!"</i>
New Park	• <i>"Neighborhood Park would be welcomed with some pathways, picnic shelters and/or an off-leash dog area."</i> • <i>"Turn the Brightwater treatment area off of 80th into a park."</i> • <i>"Turn the cement plant into a "Gasworks Park" of North Lake Washington!"</i>

Pedestrian and Bike Facilities

General Themes

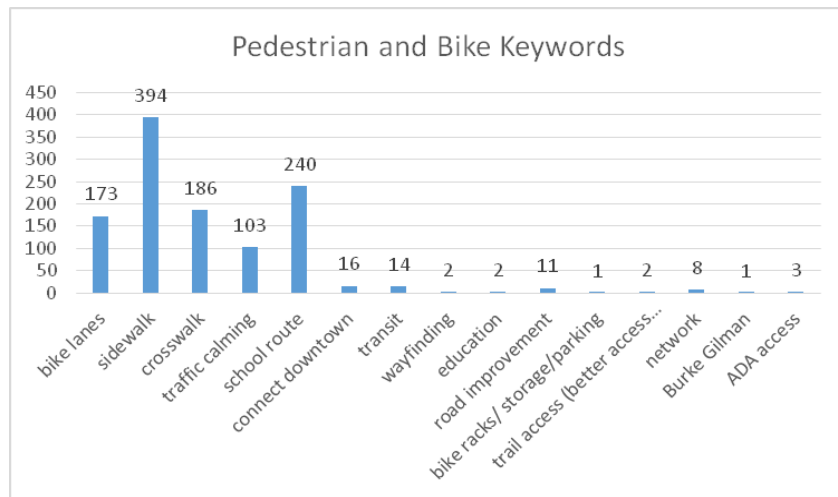
In comments across all outreach activities, the top pedestrian- and bicycle-related keywords were: sidewalks, bike lanes, safe routes to school, and crosswalk improvement. See Exhibit 4 for more details.

Bicycle and Pedestrian Networks

While many comments point to specific intersections and locations, on the whole the feedback suggests the need for both a bicycle and a pedestrian network. This comes across in many of the outreach activities, such as the spatial analysis of comments on the interactive map, workshop boards, and the written comments. For example: *"It's critical that Kenmore provide walkable and bikeable connections between the Lake and downtown, at Saint Edward State Park, and on key corridors such as Juanita, 68th, & 61st."*

Major takeaways include:

- Residents of Kenmore strongly support sidewalk improvements.
- There was strong support for bike lanes. Most respondents to the online survey who support bike lanes would like to see separated bike lanes.
- The majority of respondents felt that being able to walk and bike to Kenmore schools, parks, waterfront, transit stops, and restaurants and shops is very important. See Question 4 and 5 results in the Online Survey Summary section.

Exhibit 4. Pedestrian and Bike Keywords

Locations for Pedestrian and Bike Improvements

Major locations for building sidewalk and bike lane improvements are similar. They include:

Downtown and Major Arterials Improvements. Popular location suggestions include:

- Juanita Drive 68th Ave: from NE 190th south to NE 175th St downtown (SR 522); from 170th St/ Simonds Road to 175th
- 61st Ave NE and 181st and SR 522
- 73rd Ave NE (185th to 192nd)
- Connections to Burke Gilman (particularly for cyclists)

Comment example: *“Would love to see Kenmore become more pedestrian friendly. I think sidewalks are VERY needed along 68th Ave. This would make walking access to downtown, the library, the new town center, etc. more viable.”*

School Routes. There is strong support for safer routes around and to all schools in Kenmore.

Crosswalk Improvements. Crosswalk improvements were important to both pedestrian and bike safety. Many comments addressed the following improvements: building crosswalk lines, better signage at crosswalks, and installation of flashing lights and signals. Most frequently mentioned crosswalks were located near schools, parks, and major arterials. Common locations mentioned include:

- Crossing SR 522: at 68th Ave NE; at 61st Ave NE. Crosswalks that link to Log Boom and Burke Gilman Trail.
- 68th Ave NE and NE 185th Street (and other places crossing 68th between 181st and 202nd)
- More crosswalks across 61st Ave NE
- Simonds Road (near Inglemoor HS): at 84th Ave NE; at NE 155th St

Proposed Pedestrian and Bike Projects: Top 5

The following proposed projects received the most mentions and support in the form of comments and 'like' votes. For a full list of the proposed projects and comment highlights see Appendix 1.

1. **Grade-Separated Crossing at SR 522 (#8).** This project received a total of 19 comment mentions and 42 like votes from the workshop, online survey and interactive map. Many commenters suggested an overpass (foot bridge) or underpass for both pedestrian and bicycle crossings.
2. **Juanita Drive Pedestrian and Bike Improvements (#10).** Many comments noted that children use this road to get to school, and others use Juanita Drive to get to St. Edwards Park. One commenter wrote: *"A lot of people walk along this stretch of road, including elementary and junior high students walking to and from bus stops, and the traffic gets heavy and well above the speed limit in the afternoons. Sidewalks would feel much, much safer than the teeny shoulder and ditch. Visibility turning off these roads is also reduced (not pedestrian-related, but not terribly safe either)."* Another commenter said: *"Please provide a safe and separate path for cyclists along Juanita Drive. Very scary for drivers and cyclists alike."*
3. **NE 202nd Street Sidewalk – Kenmore Junior High Safe Routes to School (#6).** Safe routes to all Kenmore schools through pedestrian and bike improvements was a top priority in comments. Suggestions included sidewalks along NE 202nd Street and 68th Ave NE.
4. **NEW PROJECT: Improved pedestrian and bike access from 61st Ave NE to Log Boom.** This suggestion received a lot of support on the online interactive map. Many comments cited the conflict between bikes, pedestrians, and cars that use this road to access Log Boom Park. As one commenter wrote: *"Would love to see pedestrian and bike access improved to the access point at 61st and Log Boom. The switchback is horrible and not safe especially with bikes and strollers. The traffic intersection also needs to have a designated light for the traffic coming up from log boom towards 61st. You cannot see these cars coming up the hill and it's very dangerous for both cars and pedestrians."*
5. **Juanita Drive Traffic Calming (#9).** Similar to project #10, comments support building safe, multimodal access for bikes, pedestrians, and cars along this major arterial.

New Ideas: Pedestrian and Bike

In addition to #4 above:

- The most popular bike comment on the online map was to add a bike lane to the bridge on 68th Ave NE. It received a total of 29 like votes.
- Walking and biking trails that link to the Burke Gilman, such as a bike/pedestrian bridge from Swamp Creek Park.

SUMMARY OF FEEDBACK BY OUTREACH METHOD

Community Workshop Summary

Sixty-three people attended the workshop. Activities included writing comments on interactive map boards, voting on others' comments and ideas, and adding comments to an Idea Wall. There were 79 comments on the interactive map boards and 70 comments on the Idea Wall.

Workshop Objectives

- Generate comments on planned parks and pedestrian/bicycle projects and generate a list of project ideas that are more specific than the general improvement themes already identified (e.g. what *specifically* about the waterfront would they want to see? *Where* should new sidewalks be built?).
- Educate participants on the project goals and timeline.

Comments on Planned Projects

The following potential projects listed in the City's planning documents were popular among workshop participants:

Parks

- **Kenmore Waterwalk and Waterfront Park (#16).** Continuous public access corridor along the city's central waterfront (Lakepointe site). Develop and implement a master plan defining the concept of the Kenmore WaterWalk, a chain of open spaces, Linear and Waterfront Parks forming a continuous public access corridor along the city's central waterfront and connected to the Burke-Gilman Trail.
- **Rhododendron Park (#22).** Improvements include boardwalks, canoe/kayak/Shell house, pocket beaches along the river, nature trails, interpretive signs, non-motorized boat access, public river access, and parking improvements.
- **Twin Springs Park (#28).** Transfer 26-acre site from King County. Develop a Master Plan for either a Neighborhood Park or Community Park. Near term changes could include trails or Frisbee golf course. Neighborhood Park type improvements could include parking, sport courts, children's play equipment, open lawn areas, pathways, and restroom and site furniture. Community Park type improvements could include one or more athletic fields, skate park, picnic shelters or an off-leash dog area. Nature Park type improvements could include interpretive trails, education, and habitat restoration.
- **Wallace Swamp Creek Park (#29).** Improvements include a picnic shelter, restroom, open meadow area, woodland play area, picnic area, wetland and stream enhancement and restoration, and interpretive education.

Pedestrian and Bike

- **Juanita Drive Pedestrian and Bike Improvements (#10)**
- **Juanita Drive Traffic Calming (#9)**
- **Arterial Restriping to Add Bike Lanes on 73rd Ave NE, 80th Ave NE, and Simonds Road (#7)**

New Ideas

Parks

- Sports fields
- Waterfront – access and improvements at Lake Washington, Log Boom Park, Rhododendron Park
- Park maintenance – at Northshore Summit Park, Saint Edward State Park
- New parks – suggestions include creating a new park at the cement plant, or building an amphitheater

Pedestrian

- 61st improve sidewalks from 522 to Log Boom Park
- Lighting along sidewalks on NE 80th Street from 522 to county line
- Sidewalk along 68th Ave NE to NE 185th Street and Swamp Creek Park
- Sidewalks along 68th Ave NE and 190th – would be beneficial to low income communities and students at Kenmore Elementary
- Sidewalks along 197th St between 61st Ave and 62nd Ave to create a safe route for children

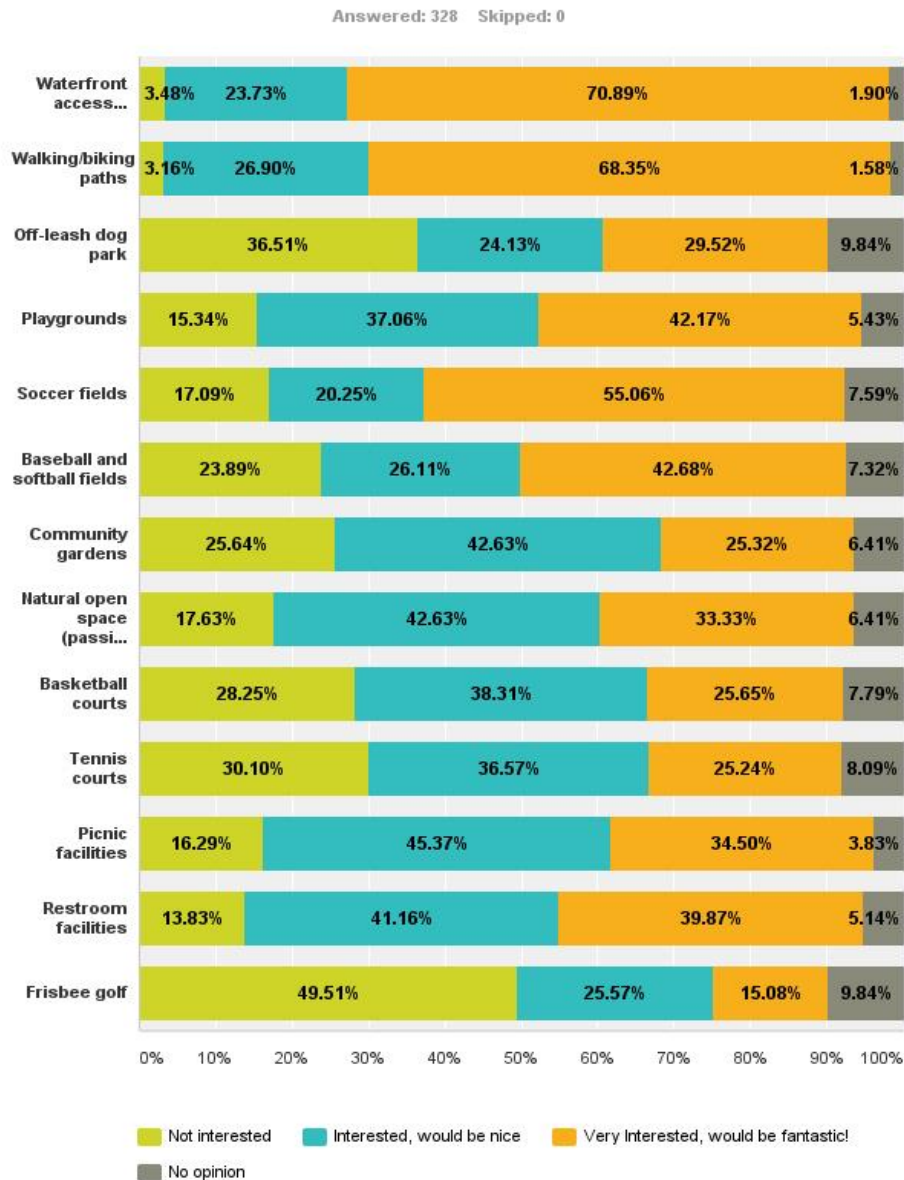
Bike

- Prioritize bike projects that connect to downtown, Burke Gilman, SR 522 and the waterfront.
- Improve 61st Ave NE south of SR 522 – dangerous for cyclists and vehicles

Online Survey Summary

Question 1: How interested are you in seeing these types of park and recreation facilities added in the city? (n=~316)

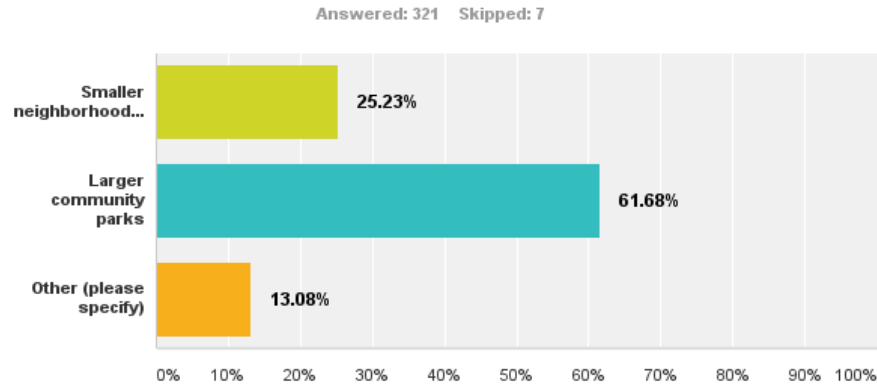
Respondents are most interested in waterfront access, walking/biking paths, soccer fields, baseball and softball fields, and playgrounds.



Note: Small neighborhood and Large community park was not part of the original survey questions.

Question 2: Would you prefer smaller neighborhood parks distributed throughout the City or larger parks that contain several types of amenities (trails, playgrounds, athletic fields, etc.)

The majority of survey respondents prefer larger community parks over small neighborhood parks.



Question 3: What other park and recreation improvements would you like to see in Kenmore and why? (n=157)

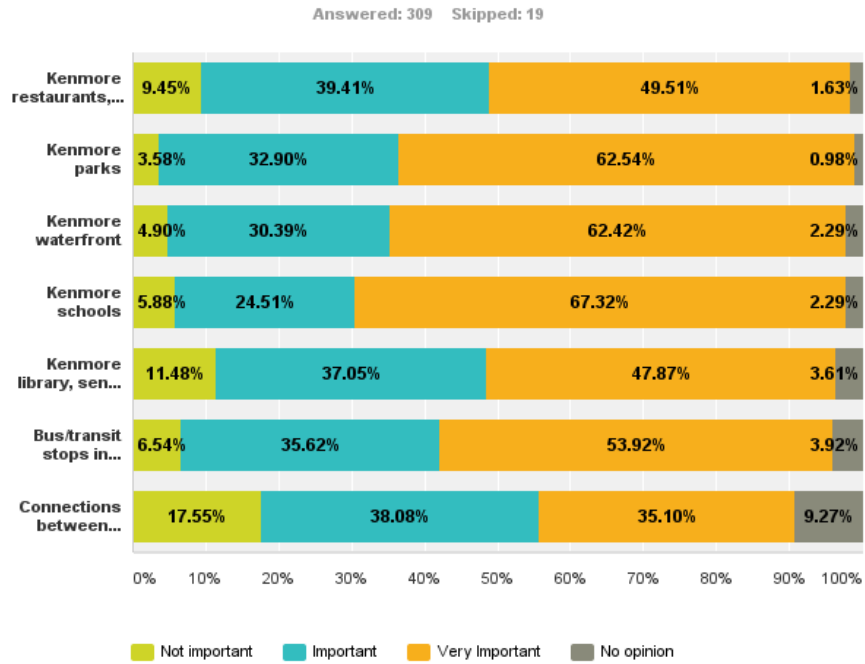
Respondents most often cited sports fields, water and waterfront activities and access, and swimming pool as improvements they want to see in Kenmore. Other ideas included cricket fields, amphitheaters and outdoor movie theaters.

- **“fields” –sports field, ball fields - 15% (24)**
- **“pool” – 15% (21)**
- **“water” – 9% (14)**
- **“waterfront” – 8% (13)**
- **“bike” – 8% (12)**
- **“walking” -7% (11)**
- **Log Boom Park – 4% (7)**
- **“access to the lake” - 4% (6)**

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Question 4: How important to you is pedestrian access to the following?

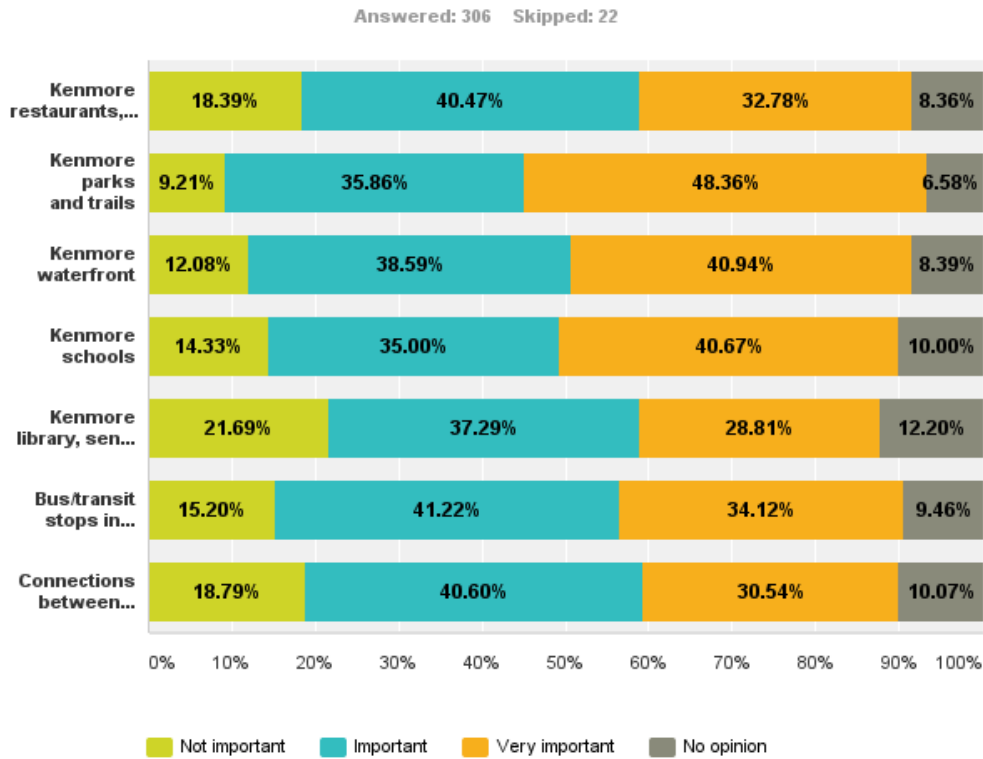
Respondents thought access to all the listed options were important, particularly schools, waterfront and parks in Kenmore.



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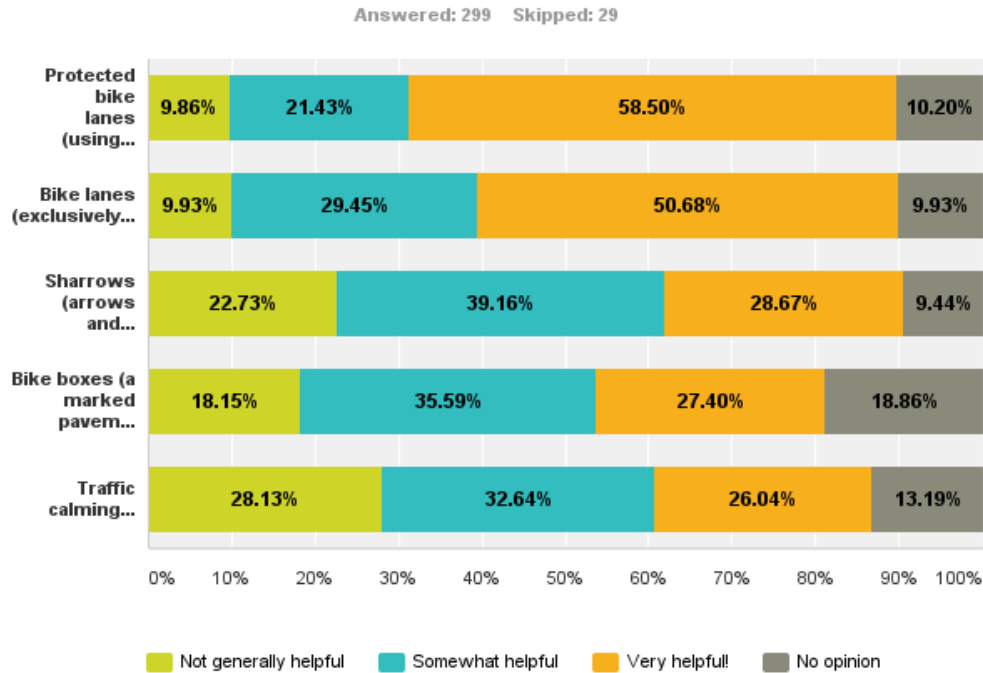
Question 5: How important to you is bike access to the following? (n=299)

Respondents thought that bike access to parks and trails, the waterfront, and schools were important. Respondents found biking slightly less important than being able to walk to these destinations.



Question 6: Which of the following physical improvements would you feel are most helpful to increasing bicycle safety?

Respondents felt that protected bike lanes and bike lanes (not protected) would be the most helpful to increase bike safety.



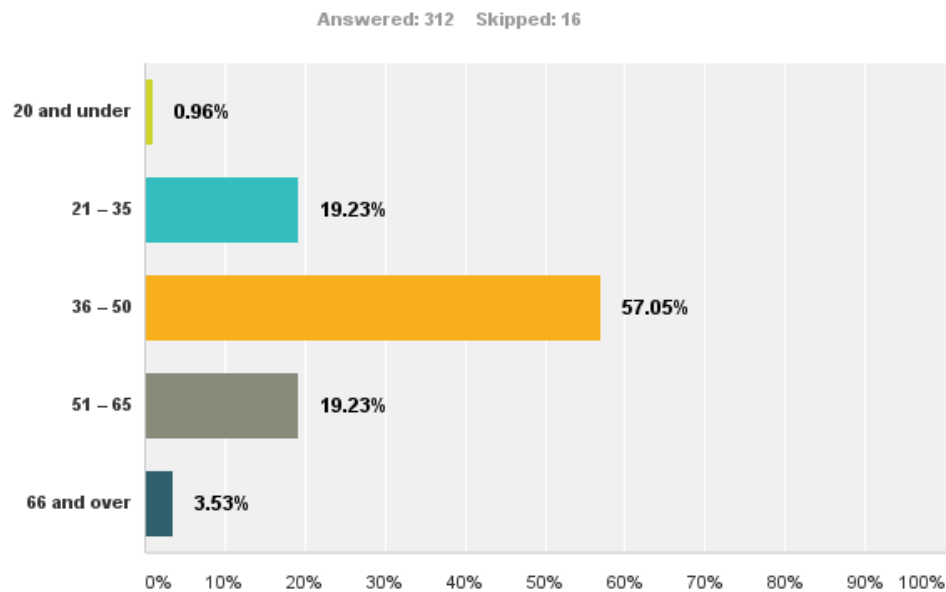
Question 7: Do you have other thoughts or ideas to share on bike and pedestrian access and safety? (n=83)

Responses included:

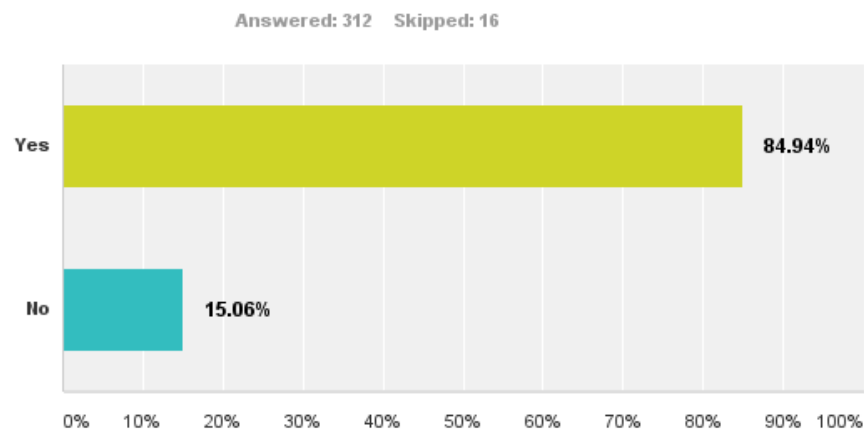
- Separated bike lanes
- More sidewalks
- Better bike trail access to the Burke Gilman
- Overpass or underpass on SR 522 for bikes and pedestrians
- Bike parking
- Safe routes to school by bike or walking
- East – west bike corridor (besides Burke Gilman)
- End of bike lane signage
- Bike traffic signals
- High visibility crosswalks

Question 8: What is your age?

The majority of respondents are adults age 36-50 (57%). Age groups 21-35 and 51-65 each comprise 20% of respondents.

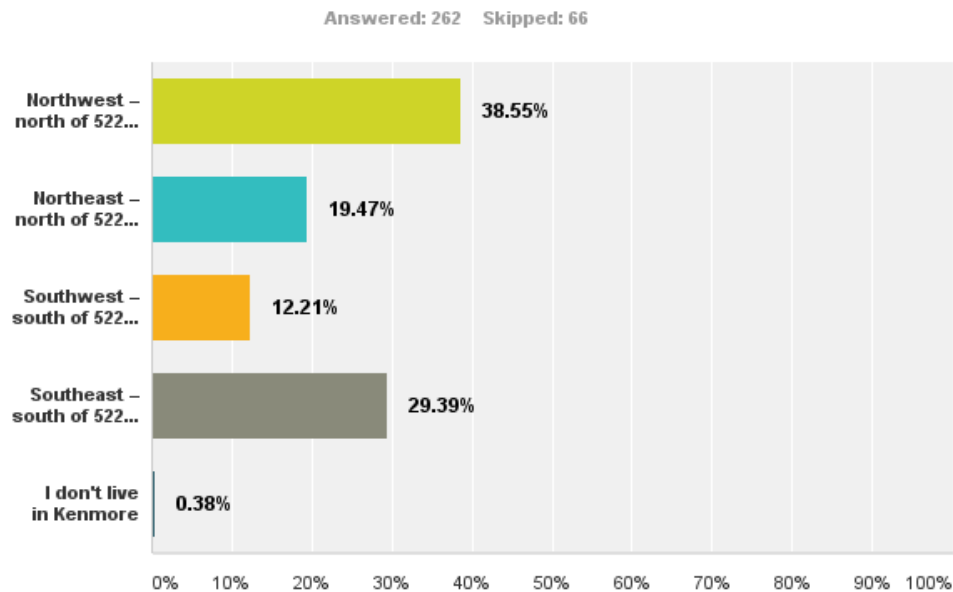
**Question 9: Are you a Kenmore resident?**

The majority of respondents were residents of Kenmore.



Question 10: Where in Kenmore do you live?

There was a relatively fair distribution of respondents from all parts of Kenmore. Slightly more respondents said they lived in the Northwest (39%).

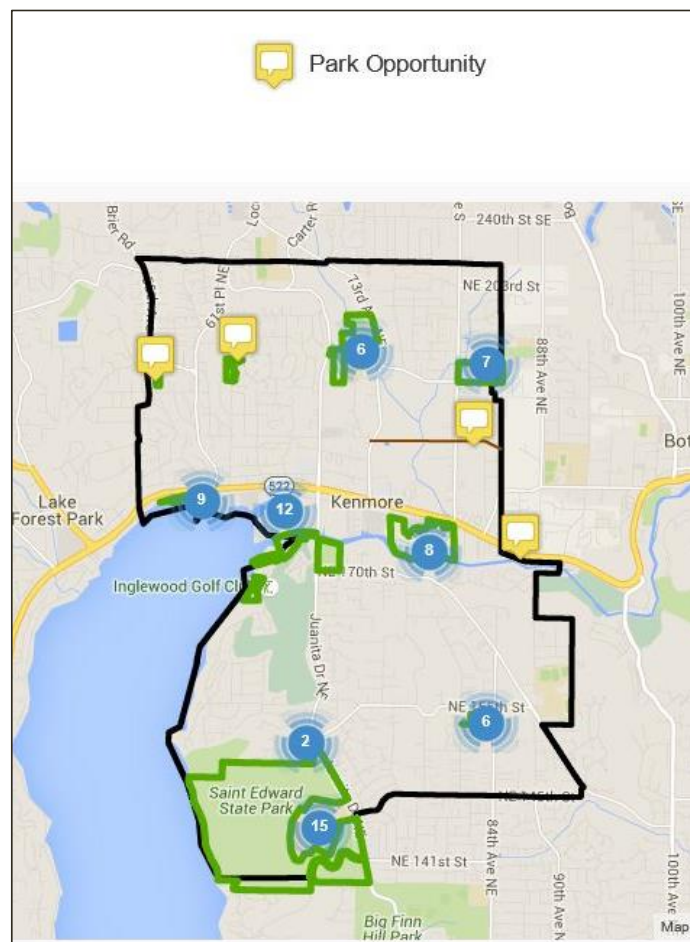


Interactive Map Summary

The interactive map was developed to generate comments on the parks and pedestrian/bicycle projects in City planning documents, as well as to develop a list of more specific project ideas (e.g. what *specifically* about the waterfront would they want to see? *Where* should new sidewalks be built?).

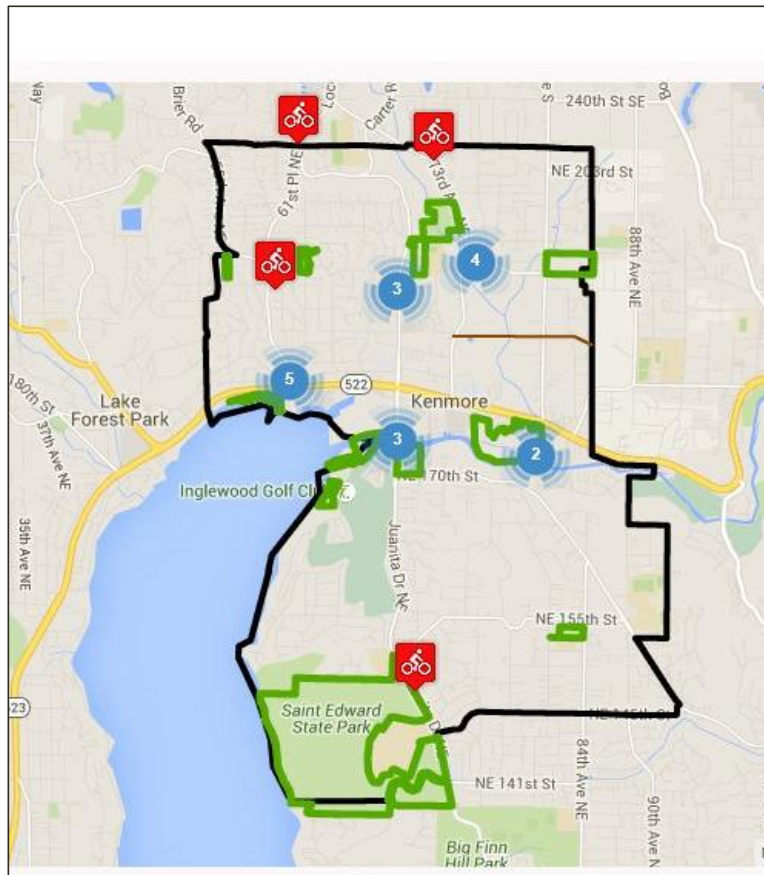
There were 94 unique commenters on the online map. A total of 249 unique comments were made, which includes 152 comments with 923 votes, 84 replies, and 13 dislike replies. The following images show the spatial arrangement and number of comments for parks, pedestrian, and bike opportunities. Note that these maps provide a general overview of the geographic location of comments, but may not be precisely accurate. Some users may have placed a comment in the wrong category, or dropped a pin for a comment in the wrong location.

Interactive Map: Spatial Location of Park Opportunity Comments



Note: The yellow comment icon represents 1 comment. The blue circle represents a cluster of comments and the number at its center indicates the number of comments at that location.

DRAFT: December 28, 2015

Interactive Map: Spatial Location of Bike Opportunity Comments

Note: The red comment icon represents 1 comment. The blue circle represents a cluster of comments and the number at its center indicates the number of comments at that location.

Comments on Planned Projects

The following potential projects listed in the City's planning documents were popular among map commenters:

Parks

- **Rhododendron Park (#22).** Suggestions included building a boat house, developing an off-leash dog park, developing sports fields for soccer, baseball or softball, and building a pedestrian bridge to connect to the north side of the Sammamish River.
- **Log Boom (#20).** Commenters wanted to see park maintenance and improvements (e.g. better lighting) as well as improving and enhancing beach access.
- **Moorlands Park (#21).** Commenters suggested an off-leash dog park and upgrading the fields for baseball, softball and soccer.

Pedestrian and Bike

- **Grade-separated crossing of SR 522 (#8).** There were many comments proposing a pedestrian overpass, and these comments received many like votes. *“A pedestrian overpass here would also be a very good idea to improve pedestrian safety, improve traffic flow, and create advertising space for the city to raise revenue.”*
- **NE 202nd Street Sidewalk (Kenmore Junior High Safe Routes to Schools) (#6).** *“Many students walk from Kenmore Jr. High (and Lockwood Elementary) along 202nd and 62nd to reach 61st. There are no sidewalks, the shoulder facing down-coming traffic is narrow/poor, and the road curves are dangerous. Sidewalks are desperately needed along this route from 66th to 61st. For a short term solution, much wider shoulders and vegetation cutbacks would make the roads safer for both cyclists and pedestrians.”*
- **Juanita Drive Pedestrian and Bike Improvements (#10).** *“A lot of people walk along this stretch of road, including elementary and junior high students walking to and from bus stops, and the traffic gets heavy and well above the speed limit in the afternoons. Sidewalks would feel much, much safer than the teeny shoulder and ditch. Visibility turning off these roads is also reduced (not pedestrian-related, but not terribly safe either).”*

New Ideas**Parks**

- **Sports facilities.** Commenters suggested buildings sports fields at Saint Edward State Park and 80th Ave NE and NE 195th Street. *“We need to upgrade the Ball fields (at Saint Edward State Park) to support youth sports (both Baseball and Soccer). There are a limited number of fields and these are an important resource for the community.” “The area (80th Ave NE and NE 195th St) desperately needs athletic fields. Our Kenmore athletes all end up playing in other cities because the City of Kenmore doesn't have any city athletic fields. We could turn this site into a great athletic complex.*
- **Swimming pool.** Commenters wanted to see a pool built either at Saint Edward State Park or in downtown near City Hall. *“Will we ever get a pool back? The loss of St. Edward pool has forced me to drive my kids to Lynnwood to go swimming in the winter.” “Could the City buy this piece of property between the Car Wash and Fire station and put in a Community pool like the Community Rec Centers at Lynnwood and Burien? This would be so incredible for the City!”*
- **Park maintenance.** Clean up and maintenance at Swamp Creek Park, add lighting to dark sections of the Burke Gilman.

Pedestrian

- Improved pedestrian and bike access from 61st Ave NE to Log Boom Park. Two comments that traffic intersection could be improved and the switchback is not safe, especially with bikes and strollers, had 34 like votes.
- Sidewalks along Simonds Road NE
 - At NE 161st Place to access HIS (safe routes to school)
 - At 169th and Simonds Road – needs traffic calming to slow traffic down
- 68th Ave NE (Simonds Road NE to 175th St) – unsafe due to sharing with traffic in exposed shoulder and sharing lane with cyclists on the bridge
- 84th Ave NE at 105th Place – sidewalks to Moorlands Elementary (safe routes to school)
- NE 185th ST and 68th Ave NE – sidewalks to connect 68th Ave NE to Swamp Creek Park
- 80th Ave NE at NE 196th St – needs sidewalks

Bike

- Add a proper bike lane to the 68th Ave NE bridge
- Separated bike lanes along 61st Ave NE, particularly to Log Boom Park, Lockwood Elementary and Kenmore Junior High School
- More bike lanes to access the Burke Gilman trail from neighborhoods on the south side of the river
- Bike path through Swamp Creek Park

APPENDIX 1: PROPOSED PROJECTS

Summary Table of Proposed Projects and Total Mentions

Transportation Projects	Category	Total Score (Comments + Like Votes)
#8 Grade-Separated Crossing of SR 522	Bike Ped	61
#10 Juanita Drive Pedestrian and Bike Improvements	Bike Ped	52
#6 NE 202nd St Sidewalk (Kenmore Junior High Safe Routes to Schools)	Bike Ped	47
NEW: Improved pedestrian and bike access from 61st Ave NE to Log Boom	Bike Ped	37
#9 Juanita Drive Traffic Calming	Bike Ped	24
#5 175th Swamp Creek Bridge	Bike Ped	15
#7 Arterial Restriping to Add Bike Lanes	Bike Ped	11
#1 61st Ave NE/ NE 193rd St Improvements	Bike Ped	5
#2 61st Ave Sidewalk Replacement	Bike Ped	5
#3 62nd Ave NE Sidewalk	Bike Ped	4
#12 Intersection Treatments	Bike Ped	4
#4 68th Ave Northbound Right Turn Pocket Extension	Bike Ped	1
#11 Intersection Treatments	Bike Ped	0
#20 Log Boom Park	Park	63
#22 Rhododendron Park	Park	58
#21 Moorlands Park Expansion	Park	40
#24 Squire's Landing Park	Park	33
#26 Swamp Creek Nature Trail	Park	21
#16 Kenmore WaterWalk and Waterfront Master Plan	Park	19
#23 Sammamish River Waterfront Park	Park	16
#29 Wallace Swamp Creek Park	Park	15
#15 Heron Rookery	Park	13
#18 Lake Washington Waterfront Park	Park	13
#28 Twin Springs Neighborhood or Community Park	Park	13
#27 Tolt Pipeline Phase 2	Park	12
#25 Squire's Landing Park Ecosystem Restoration	Park	10
#14 City Hall Park Phase II	Park	9
#17 Lake Washington View Park	Park	9
#19 Linwood Park	Park	4
#13 City Entry Gateways	Park	1

TRANSPORTATION PROJECTS

#8 Grade-Separated Crossing of SR 522

Description	Activity	Comment	Like	Dislike	Total
		Totals	Votes	Votes	
Location: SR 522 - Location along SR 522 TBD	Workshop	1	6	0	7
Description: Improve local circulation while relieving pressure on regional system; provide better options for walking/biking across SR 522.	Online Survey	11	0	0	11
Category: Pedestrian Safety & Mobility; Bike Safety & Mobility	Interactive Map	7	36	0	43
Estimated Cost: \$17,100,000	Library Event	0	0	0	0
Status: Identified in Transportation Element of the Kenmore Comprehensive Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	19	42	0	61

Comment Highlights:

- #8: This would be very beneficial. I live on Finn Hill and admit I do most of my errands in Kirkland to avoid the hassle of 522.
- My kids walk along busy roads (68th) to get to school. I am always scared they will get hit by a car. Transit stops are incredibly busy and the need for many pedestrians to cross 522 highlights our need for pedestrian overpasses/underpasses to ensure safety.
- Safe access is needed for commuters crossing the 522 (foot bridges)
- A beautiful foot bridge will get folks to and from bus stops and keep traffic flowing. We would be the Twin Bridge City if we had 2!
- I love the idea of a grade separated pedestrian crossing of 522, and if one day we end up with a bustling downtown this might be a good place for one. But for now I can't believe we don't have any projects planned for places that there are already tons of pedestrians crossing 522, such as 73rd Ave, 61st Ave, or 68th Ave. All of these are busy bus stops and should be considered as alternative locations for a grade separated crossings.
- Make the intersection of 62nd and 522 into a major pedestrian crossing, because it would be safer than the crossing at 61st. This is because 62nd doesn't have the double right-hand turn lane hazard to pedestrians and cyclists. There are far fewer cars turning right onto 62nd as compared to 61st. And it could be a location to have an overpass for pedestrians and cyclists that goes all the way down to the Burke-Gilman Trail. The westbound bus stop could be moved to this location to support its function as a transit/pedestrian/cyclist facility. Finally, a traffic signal at 62nd could be timed to correspond exactly with 61st so that there would be no significant impact to the flow of automobile traffic.
- Please build a pedestrian overpass to allow bus commuters getting off the bus on the south side of the highway to get across the roadway without stopping traffic. Would significantly reduce risk to pedestrians (remember the fatality on this corner a few years ago??), provide marketing/advertising space for the city to raise revenue/advertise events, and improve traffic flow during rush hours.
- A beautiful foot bridge would increase bike/ped traffic to the new town green and keep traffic flowing and become an icon for Kenmore.
- By now most of us are familiar with the foot bridges in Bothell. They are attractive, and enhance safety and enjoyment.

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#10 Juanita Drive Pedestrian and Bike Improvements

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Juanita Drive (NE 143rd St to NE 155th Pl)	Workshop	3	16	0	19
Description: Improve bicycle and pedestrian safety along Juanita Drive, connecting between Kirkland and NE 155 th Pl.	Online Survey	8	0	0	8
Category: Pedestrian Safety & Mobility; Bike Safety & Mobility	Interactive Map	1	24	0	25
Estimated Cost: \$6,500,000	Library Event	0	0	0	0
Status: Identified in Transportation Element of the Kenmore Comprehensive Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	12	40	0	52

Comment Highlights:

- A lot of people walk along this stretch of road, including elementary and junior high students walking to and from bus stops, and the traffic gets heavy and well above the speed limit in the afternoons. Sidewalks would feel much, much safer than the teeny shoulder and ditch. Visibility turning off these roads is also reduced (not pedestrian-related, but not terribly safe either).
- We would like to bike to St. Edward Park, but are too afraid to cross Juanita Drive.
- Safe travel up Juanita from arrowhead! Connect neighborhoods along Juanita If only by bike or pedestrian paths. Get the kids bikes and strollers out of Juanita before someone else dies.
- Please provide a safe and separate path for cyclists along Juanita Drive. Very scary for drivers and cyclists alike.
- The re-striping of Juanita Drive was poorly thought out. It would be preferable to have the pedestrian walkway on the east side where most residences are and to have a bike lane on both sides. Downhill sharrows on a 35 mph street are only good for cyclist comfortable riding that speed which is a minority of cyclists.

#6 NE 202nd St Sidewalk (Kenmore Junior High Safe Routes to Schools)

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: NE 202nd St and 66th Ave NE	Workshop	1	7	0	8
Description: Installation of sidewalk on NE 202nd St and 66th Ave NE.	Online Survey	6	0	0	6
Category: Pedestrian Safety	Interactive Map	2	30	0	32
Estimated Cost: \$1,100,000	Library Event	1	0	0	1
Status: Design work just begun. Grant funded.	Email comments	0	0	0	0
	TOTAL	10	37	0	47

Comment Highlights:

- #6- Good start, but I would love sidewalks along 68th as well for when my kids will be going to KJHS.
- Sidewalks along 68th leading to Junior High. Dozens of kids walk to school along 68th and the narrow 3 foot shoulder is not enough space to ensure child safety. If sidewalks are too expensive, then widening the shoulder and cutting back the vegetation is strongly encouraged to give those kids a chance of safety.
- Dangerous situation for kids and cyclists: Many students walk from Kenmore Jr. High (and Lockwood Elementary) along 202nd and 62nd to reach 61st. There are no sidewalks, the shoulder facing down-coming traffic is narrow/poor, and the road curves are dangerous. Sidewalks are desperately

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needed along this route from 66th to 61st. For a short term solution, much wider shoulders and vegetation cutbacks would make the roads safer for both cyclists and pedestrians.

- To and from Kenmore junior high. Complete lack of safe sidewalks other than directly in front of the school.
- My teenager couldn't walk down 68th to KJH safely, which was really unfortunate. Safer streets = less buses for schools to pay for
- I would like to see more sidewalks or equivalent near 68th and 202nd streets. Road feels unsafe and people drive extremely fast on the curvy roads.
- Raised sidewalks are desperately needed from neighborhoods into schools (from Kenmore Terrace to KJH)

NEW: Improved pedestrian and bike access from 61st Ave NE to Log Boom

Description	Activity	Comment	Like	Dislike	Total
		Totals	Votes	Votes	
Location: 61st Ave NE across SR 522 to Log Boom Park	Workshop	4			
Description: improved pedestrian and bike access from 61st to Log Boom	Online Survey				
Category: Pedestrian Safety & Mobility; Bike Safety & Mobility	Interactive Map	2	31		
Estimated Cost: N/A	Library Event				
Status: New	Email comments				
TOTAL		6	31	0	37

Comment Highlights:

- Would love to see pedestrian and bike access improved to the access point at 61st and log boom. The switchback is horrible and not safe especially with bikes and strollers. The traffic intersection also needs to have a designated light for the traffic coming up from log boom towards 61st. You cannot see these cars coming up the hill and it's very dangerous for both cars and pedestrians.
- Can you improve the safety of cycling from 61st to Log Boom Park? Drivers turning right from 61st to 522 frequently do not see bicycles and pedestrians as they wait to safely cross 522; the Westward bicycle lane abruptly stops, at the bottom of 61st, forcing cyclists into the car lane; Drivers turning right from 522 down the hill to Log Boom Park frequently do not stop -- they treat the right turn as an off ramp and frequently do not see cyclists. As I assume you know, cars turning left from up the hill to 522 have a terrible time safely making the left turn. Similarly, for bicycles it is extremely difficult to safely get up the hill, cross 61st, and get to the westward bicycle lane on 61st. And the bus stop at the corner is dangerous as there is so little separation between the sidewalk and the bus lane on 522.
- Please put an overpass for the path at this intersection. To just have police here occasionally enforcing the stop signs will not keep an accident with a bicyclist, runner, skater, pedestrian, from occurring. I have seen a few too many close calls myself.

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#5 175th Swamp Creek Bridge

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: SR 522 at 175th Ave NE	Workshop	0	1	0	1
Description: Safely accommodate all users by rebuilding aging bridge; maintain freight mobility.	Online Survey	0	0	0	0
Category: Vehicular Safety	Interactive Map	2	14	2	14
Estimated Cost: \$810,000 (Early rough estimate)	Library Event	0	0	0	0
Status: Pre-design study 2015. Funded in Capital Improvement Program.	Email comments	0	0	0	0
	TOTAL	2	15	2	15

Comment Highlights:

- This is a big beautiful space in our city and it is completely inaccessible. Can we put some parking up near 175th and trails through the park. A couple bridges to access the far southern land would be great.
- How about a bike/pedestrian bridge linking the park and the BG trail to the neighborhoods on the south side of the river? It would reduce the need to bike across the 68th Ave bridge, and would enable south side Kenmoreans access to the park and commercial area surrounding the Starbucks.

#7 Arterial Restriping to Add Bike Lanes

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: 73rd Ave NE (south of NE 192 nd St), 80th Ave NE, and Simonds Rd	Workshop	0	2	0	2
Description: Improve bicycle and pedestrian safety along key city arterials within existing right-of-way.	Online Survey	0	0	0	0
Category: Bike Safety & Mobility	Interactive Map	4	5	0	9
Estimated Cost: \$360,000	Library Event	0	0	0	0
Status: Identified in Transportation Element of the Kenmore Comprehensive Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	4	7	0	11

Comment Highlights:

- Please add bike lane to 73rd which currently is narrow in places making bike travel risky.
- How about a bike lane/wider shoulder on 73rd Ave NE? Southbound has a nice wide shoulder but riding northbound you have no shoulder at all for much of the route north of 192nd. Have had one hostile & drunk motorist harass my wife and I through this section already as he felt we were in the roadway (duh!).
- The shoulder on this road disappears as you head east on this road from 73rd, and traffic is heavy. A bike option is needed here. There are not a lot of other East-West alternatives in this zone.
- Cars remain parked along the shoulder of 73rd, and traffic is high. No good option for bikers other than to ride on the sidewalk or try and fit between the moving and the parked cars. Restrict parking and/or add a bike lane?

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#1 61st Ave NE/ NE 193rd St Improvements

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Intersection of 61st Ave/NE 193rd St	Workshop	2	2	0	4
Description: Roundabout	Online Survey	1	0	0	1
Category: Vehicular Safety & Circulation	Interactive Map	0	0	0	0
Estimated Cost: \$2,300,000	Library Event	0	0	0	0
Status: Identified in Transportation Element of the Kenmore Comprehensive Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	3	2	0	5

Comment Highlights:

- More sidewalks are very important
- 61st can be improved to be more pedestrian and bike friendly! Better sidewalks, speed limit reduction, more crosswalks
- It's critical that Kenmore provide walkable and bikable connections between the Lake and downtown, at Saint Edward State Park, and on key corridors such as Juanita, 68th, & 61st.

#3 62nd Ave NE Sidewalk

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: 62nd Ave NE between NE 181st St and NE 187th St	Workshop	2	2	0	4
Description: Construct sidewalk on one side of the street and roundabouts at intersections.	Online Survey	0	0	0	0
Category: Pedestrian Safety	Interactive Map	0	0	0	0
Estimated Cost: \$850,000	Library Event	0	0	0	0
Status: Design work just begun. Grant funded.	Email comments	0	0	0	0
	TOTAL	2	2	0	4

Comment Highlights:

- #3: Great ideas- also needed for other North-south streets, like 65th
- #3: Not sure what utility this segment would be- doesn't go anywhere. Better would be sidewalks along 181st as it's becoming commercial and populated

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#12 Intersection Treatments

Description	Activity	Comment	Like	Dislike	Total
		Totals	Votes	Votes	
Location: 73rd Ave NE/ NE 192nd St intersection; 80th Ave NE/NE 192nd St intersection; 84th Ave NE/Simonds Rd intersection	Workshop	0	4	0	4
Description: Intersection treatment to improve safety and vehicle operations; would become necessary as traffic volumes grow.	Online Survey	0	0	0	0
Category: Vehicular Safety	Interactive Map	0	0	0	0
Estimated Cost: \$3,800,000	Library Event	0	0	0	0
Status: Identified in Transportation Element of the Kenmore Comprehensive Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	0	4	0	4

Comment Highlights:

- None

#4 68th Ave Northbound Right Turn Pocket Extension

Description	Activity	Comment	Like	Dislike	Total
		Totals	Votes	Votes	
Location: SR522/68th Ave NE intersection	Workshop	0	1	0	1
Description: Improve local/regional circulation by improving the efficacy of 68 th Ave NE/SR 522 intersection in moving vehicles.	Online Survey	0	0	0	0
Category: Vehicular Circulation	Interactive Map	0	0	0	0
Estimated Cost: \$2,600,000	Library Event	0	0	0	0
Status: Identified in Transportation Element of the Kenmore Comprehensive Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	0	1	0	1

Comment Highlights:

- None

#11 Intersection Treatments

Description	Activity	Comment	Like	Dislike	Total
		Totals	Votes	Votes	
Location: 67th Ave NE/NE 181st St intersection; 67th Ave NE/NE 175th St intersection	Workshop	0	0	0	0
Description: Intersection treatments necessary to accommodate increased volumes related to the grade separated crossing.	Online Survey	0	0	0	0
Category: Vehicular Safety	Interactive Map	0	0	0	0
Estimated Cost: \$6,000,000	Library Event	0	0	0	0
Status: Identified in Transportation Element of the Kenmore Comprehensive Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	0	0	0	0

Comment Highlights:

- None

PARKS**#20 Log Boom Park**

Description	Activity	Comment	Like	Dislike	Total
		Totals	Votes	Votes	
Location: Log Boom Park, 17415 61st Ave NE	Workshop	3	5	0	8
Description: Potential waterfront improvements included in the Master Plan: Expand and improve the beach area, hand-carry boat launch, swim float, pier modifications, gazebo overlook, logboom (wind and debris fence) and associated environmental enhancement/mitigation.	Online Survey	15	0	0	15
Category: Park Enhancements; Public Access	Interactive Map	7	32	0	39
Estimated Cost: \$4,058,000	Library Event	0	0	0	0
Status: Feasibility study, updated conceptual plan, and cost estimate currently in progress. Unfunded at this time.	Email comments	1	0	0	1
	TOTAL	26	37	0	63

Comment Highlights:

- Log Boom Park: increase beach access, dredge out the weeds, install a breakwater or log boom ave protector.
- #20: love the beach improvements, maintenance, sand, removal of invasives, deal with smell and beach area erosion and debris
- A Parkour area would be great here or next to the skate park by City Hall.
- This would be a great location for a destination Bike Skills park
- Would love to have log boom cleaned up and make a nice swimming area for the residents.
- Please have better lighting near the restrooms at Log Boom Park. I recently ran through the area at night and needed to stop and was really scared going through that area.
- Please make sure that the public can still access the boat launch here. Love having the SUP vendor here, but their stuff is all over the place and it's difficult to get a private boat in or out now here.
- Kenmore has one of only 5 motor-boat launches on the lake. Creating space where boaters can load passengers; access the shoreline (beach) for picnics; etc. would be unique to our part of the lake!
- Create overnight boat slips on the existing dock for a fee as in Kirkland.

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#22 Rhododendron Park

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Rhododendron Park, 6910 NE 170th Street	Workshop	0	13	0	13
Description: Improvements include boardwalks, canoe/kayak/Shell house, pocket beaches along the river, nature trails, interpretive signs, non-motorized boat access, public river access, and parking improvements.	Online Survey	1	0	0	1
Category: Park Enhancements; Public Access	Interactive Map	4	40	0	44
Estimated Cost: Between \$1,000,000 and \$1,300,000 including boat shed	Library Event	0	0	0	0
Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time. (Note: The dock is in the current CIP for \$145,000. This dock was not part of the cost estimate for the original master plan.)	Email comments	0	0	0	0
	TOTAL	5	53	0	58

Comment Highlights:

- Putting a small spray park into one of the parks like Rhododendron Park.
- A boat house here with a club that adults, teens, and kids can join through parks and rec would be great!
- The field in this park could be developed into a field for small soccer games and/or baseball/softball - we don't have enough of these facilities in our city.
- Kenmore needs an off-leash dog park!
- Make a pedestrian bridge to the north side of the Sammamish River, like in Bothell. I envision a walking trail along the north side of the river connecting Lakepointe development Rhododendron Park and the parks east.

#21 Moorlands Park Expansion

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Near existing Moorlands Park, no specific site identified.	Workshop	2	2	0	4
Description: Acquire adjacent properties to expand Moorlands Park and create a block of publicly owned property between the city and the Northshore School District. No specific properties identified. Assumes 1 acre.	Online Survey	5	0	0	5
Category: Park Enhancements; Park Creation	Interactive Map	4	27	0	31
Estimated Cost: Between \$624,000 and \$1,000,000 for acquisition. TBD for development.	Library Event	0	0	0	0
Status: City received \$500,000 Washington State Recreation grant. City match \$951,325. Project construction 2017-2018.	Email comments	0	0	0	0
	TOTAL	11	29	0	40

Comment Highlights:

- #21 Moorlands Park: non-exclusive use of park by sports clubs. Addition of a perimeter trail including exercise stations (ADA). Include areas to promote other sports like track and field/cross country at elementary level. Area schools and nonprofit groups could host sport fundraising events.
- The playground at Moorlands Park needs lots of work and updated equipment. As do the baseball fields and soccer practice fields. The Moorlands' neighborhood is growing with the addition of several new developments which are attracting families with young children who are or will be participating in the NLL and NYSA. The fields at St. Edward's State Park would be a needed addition as baseball/soccer fields. It would be a great help to have those nearby for the surrounding communities to keep down traffic congestion on Juanita Way and just decrease the amount of time we have to be on the road for a 1 hour practice.
- Playground improvement is badly needed at Moorlands Park. Would also love to see restrooms there. Soccer fields and other sport fields would be wonderful at Moorlands and also St Eddies. I hope future development of St Eddies will include lots of community & family friendly spaces.
- There is only one boat launch in Kenmore, and it's extremely crowded in the summer and weekends. It would be nice to have a second boat launch. There is no sports complex in Kenmore; our city lacks this resources for our children to play soccer, baseball/softball, basketball and tennis. Moorlands Park is a poor resource for sports due to the lack of space and its current unkempt setting.
- Safer walking to Moorlands, no sidewalks part of way there.
- We really need a fenced, off-leash dog park in Kenmore. Possible locations include St. Edwards (via partnership with the state), Swamp Creek Park or Moorlands Park during designated morning/evening hours, etc.
- We live next to this park. If you check the police records I think you'll find that at night it's a common location for drugs being sold. During the day it's full of families, schoolchildren, people walking their dogs, and many pickup games of baseball and football. Let's secure and develop. As it is we as a family travel to other parks to play organized ball yet the cities we play in have priority on scheduling. Can we establish some fields for OUR community?
- The fields at Moorlands are in shambles and need levelling and potentially turf. In addition - the field could use a real parking lot. Potentially lighting as well.
- This site is a heavily used athletic field administered by NSD, but it is very poor quality. If the CoK could take ownership and create a turf baseball/softball/soccer field it would really serve the needs of the whole Finn Hill community. Keep the eastern half grass for the people who use the park with their dogs.
- This park needs ball field that can blastula let be used. There is one ball field that is barely usable and is not maintained. Last year a random backstop was put up across from the field. Our hope was that they were putting in a new ball field however nothing ever happened. Just a back stop!?? No field? We have 3 boys that all play baseball and the lack of available ball fields is very frustrating.

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#24 Squire's Landing Park

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Squire's Landing Park, 7515 NE 175th Street	Workshop	11	5	0	16
Description: Improve access to the Sammamish River and enhance current park amenities. Project includes removal of existing structures; potential property acquisition including a boat basin; new upland boat house with restroom; new boat staging area; new parking area off NE 175th St; new trails between parking and boathouse; new trails/boardwalk to river; new footbridge across the lagoon and river; new floating dock in lagoon; associated environmental enhancement/mitigation. Category: Park Enhancements; Public Access; Restoration; Trail Expansion Estimated Cost: \$15,354,000 Status: Feasibility study, updated conceptual plan, and cost estimate currently in progress. Unfunded at this time.	Online Survey	1	0	0	1
	Interactive Map	3	13	0	16
	Library Event	0	0	0	0
	Email comments	0	0	0	0
	TOTAL	15	18	0	33

Comment Highlights:

- #24: remove house at Squire's Landing, add picnic shelter, improve parking
- #24: Remove outdoor storage trailers, remove mobile home
- #24: Love the ideas
- #24: Build a picnic gazebo at Squire's Landing. Remove outdoor trailer storage
- #24: Squire's Landing Waterfront Park. Please make the following improvements to the park so people of Kenmore can enjoy this great waterfront setting that WE paid for. The park has been used and abused by a kayak club since it was purchased for them. 1) Remove the mobile home. 2) Build a covered gazebo for picnic tables and bbq. 3) Remove storage trailers and storage racks. 4) Build ADA restroom in the southwest area of the garage. 5) Make an ADA parking space south of the garage. 6) Expand parking area north of the lot. 7) Install gate at entry. 8) Replace fence on north side
- Parking lot on NE 75th for access to Squire's Landing
- A boathouse along the Sammamish River to build on the work started at Squires Landing. Recreational programming - rentals - would make the tent larger.
- Expand Squires Landing Park to include a crew house for rowing shells and other hand powered water craft. Investigate opportunities to restore some of the old concrete landing bulkheads along the shore of the park so kayakers can stop and picnic in the park.
- Squires Landing Park is being abused by a semi private Kayak club. The people of Kenmore that paid for this property should have a park that we can enjoy. Remove the trailers and, mobile home. Build a picnic Gazebo and restroom in the garage.
- Grow the team, expand to more ages, and secure more room for the Cascade Canoe and Kayak Club near Squire's Landing.
- Can we please have some sort of community boat storage for people to lock up their canoes/kayaks/SUPs etc.? They have them all over the place in Minnesota. It would make it so

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much easier to be able to have a canoe onsite for water access than to have to always schlep it from home. People could rent a space from the city (a lock that Parks has access too if needed) very much like how locker rentals are handled. See the pix and link for how MN does it. These could be placed at Log Boom, Squires Landing, and Rhododendron Park.

- Wooden walk way/boardwalk through Squire's Landing! Great opportunity for science curriculum
- Replace the mobile home at Squire's Landing with a picnic Gazebo

#26 Swamp Creek Nature Trail

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Wallace Swamp Creek Park, Property acquisition/easements adjacent to the Swamp Creek Corridor. The City currently owns several properties adjacent to Swamp Creek south of NE 192nd. Description: Acquire property and/or easements along the Swamp Creek corridor (assumes 24 acres). Swamp Creek Nature Trail would be a nearly mile long continuous north-south pedestrian link. It would also provide significant opportunity for appropriate public access within wetland and stream habitat for interpretive education. This nature trail could provide connection from Wallace Swamp Creek Park to Squire's Landing Park and the Burke Gilman Trail. Category: Park Enhancements; Public Access; Trail Expansion Estimated Cost: \$2,216,000 Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time.	Workshop	3	9	0	12
	Online Survey	2	0	0	2
	Interactive Map	1	6	0	7
	Library Event	0	0	0	0
	Email comments	0	0	0	0
	TOTAL	6	15	0	21

Comment Highlights:

- Continued development of Swamp Creek is a great idea. It's fun seeing beavers and eagles there. My husband and I like to walk through the park and follow trails to the creek. I would be cautious walking alone during early and late hours though (had a very interesting and kind of scary experience there)
- #26 Swamp Creek Park: Any plans to remove tree in creek after last storm before we flood this winter. North side of park.
- #26: Swamp Creek Park should be protected as wild habitat and natural. Remove invasives such as knot weed and ivy
- A bird/wildlife viewing area through the Swamp Creek water shed via a series of raised boardwalks (near 73rd and 192nd) would be really neat and provide something unique for the King County area.
- It would be nice to have a safe access to Swamp Creek park from NE 192nd St (from south)
- Would there be any way to add a bicycle/pedestrian path running north/south through swamp creek? I imagine it would be less expensive than adding sidewalks to 68th and 73rd' and would be able to funnel people from up the hill into downtown Kenmore and to commuter options on 522.

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#16 Kenmore WaterWalk and Waterfront Master Plan

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Lakepointe site and other public and private properties fronting Lake Washington and the Sammamish River between Log Boom Park and Squire's Landing.	Workshop	4	15	0	19
Description: Continuous public access corridor along the city's central waterfront (Lakepointe site). Develop and implement a master plan defining the concept of the Kenmore WaterWalk, a chain of open spaces, Linear and Waterfront Parks forming a continuous public access corridor along the city's central waterfront and connected to the Burke-Gilman Trail.	Online Survey	0	0	0	0
Category: Public Access	Interactive Map	0	0	0	0
Estimated Cost: \$200,000 for Master Plan	Library Event	0	0	0	0
Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	4	15	0	19

Comment Highlights:

- #16: Multi-use, highly interactive. Visiting Europe this summer, cities created micro parks and communities along the water with cafes, games, playgrounds, etc. Wonderful for all ages.
- #16: Great idea to have a walkway!
- #16: Keep it simple- small park, doesn't need infrastructure

#23 Sammamish River Waterfront Park

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: The Sammamish River waterfront is the location for a proposed trail/boardwalk "waterwalk" along properties between the mouth of the river and Squire's Landing Park. Opportunities to locate a new riverfront park or expansion of Squire's Landing Park may be considered.	Workshop	1	8	0	9
Description: Consider opportunities to acquire property or easements on the Sammamish River as part of Project 16 or where it creates suitable and appropriate access to the river, including properties adjacent to Squire's Landing Park if and when they become available. Assumes 14 acres.	Online Survey	1	0	0	1
Category: Public Access	Interactive Map	1	7	2	6
Estimated Cost: \$3,300,000	Library Event	0	0	0	0
Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	3	15	2	16

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Comment Highlights:

- Develop the new property the city just purchased on the Sammamish River--get rid of that house and open it up to the public. Expand the paddling programs at that property.
- This is a big beautiful space in our city and it is completely inaccessible. Can we put some parking up near 175th and trails through the park. A couple bridges to access the far southern land would be great. Ball fields of any sort would be a nice addition as well.

Dislike Comments

- This property has restrictions on its use. It was purchased by King County with a voter approved bond for open space. The be only used for wild life habitat. Small gravel trails would be legal but the cost to install them is very high since most of the property is wet lands.

#29 Wallace Swamp Creek Park

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Wallace Swamp Creek Park, 17415 61st Ave NE	Workshop	7	6		13
Description: Improvements include a picnic shelter, restroom, open meadow area, woodland play area, picnic area, wetland and stream enhancement and restoration, and interpretive education.	Online Survey	2	0	0	2
Category: Restoration; Public Access	Interactive Map	0	0	0	0
Estimated Cost: \$721,000	Library Event	0	0	0	0
Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	9	6	0	15

Comment Highlights:

- Swamp Creek- a few more picnic tables in the grassy area by the big cottonwood trees
- Would love more water edge access in Swamp Creek Park
- Swamp Creek- garbage cans next to entrance on 68th. Create safe passage
- 68th entry to Swamp Creek needs dog waste trash can and garbage can (dog bags end up in residential yard and properties)
- Remove invasive species from Swamp Creek Park
- Continued development of Swamp Creek is a great idea. It's fun seeing beavers and eagles there. My husband and I like to walk through the park and follow trails to the creek. I would be cautious walking alone during early and late hours though (had a very interesting and kind of scary experience there)
- #26: Swamp Creek Park should be protected as wild habitat and natural. Remove invasives such as knot weed and ivy
- Keep Swamp Creek Park on 73rd Ave NE passive. The City has created park land on both sides of 73rd Ave NE but have ignored the wildlife who now want to spend time in both areas so therefore must cross the road. I have seen lots of ducks and the occasional deer on 73rd Ave NE trying to cross the road.
- It would be nice to have a safe access to Swamp Creek park from NE 192nd St (from south)

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- This land is mostly wet lands. It would be very expensive to install gravel trails. The property was purchased by King County for a voter approved bond for open space and wet land preservation for wild life. Not the type of wild life you see at the Brewery across the street.

#15 Heron Rookery

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Rookery location is to the north of the access road for the Park & Ride parcel at 7340 NE Bothell Way and east of the former King County precinct parcel at 18118 73rd Ave NE.	Workshop	1	7	0	8
Description: Acquire wetland to protect heron rookery.	Online Survey	0	0	0	0
Category: Restoration; Public Access	Interactive Map	1	4	0	5
Estimated Cost: TBD	Library Event	0	0	0	0
Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	2	11	0	13

Comment Highlights:

- If the Heronry and wetlands could be combined into a wildlife viewing area with boardwalks and possible feeding stations, birders would "flock" to Kenmore
- Can we please create a bird/wildlife viewing area and boardwalk over the swamp area very much like Potter's Marsh in Anchorage? There is good access using the City purchased properties off of 73rd and connected boardwalk could link the power line trail along 185th from 73rd to 80th as well. It'd be so cool to be able to see the herons nest (from a safe distance), check out the beavers, and look for all sorts of other wildlife, all while providing great signage about water sheds and salmon habitat.

#18 Lake Washington Waterfront Park

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: The Lake Washington waterfront is the location for the waterwalk from Log Boom Park to the mouth of the Sammamish River. Opportunities to locate a new lakefront park may be considered.	Workshop	2	6	0	8
Description: Consider opportunities to acquire property or easements on private property on Lake Washington as part of Project 16 or where it creates suitable and appropriate access to the lake, such as the Lakepointe property. Acquisitions may include stand-alone parcels or parcels adjacent to city or other publicly owned property. This project does not currently identify any specific property or properties.	Online Survey	0	0	0	0
Category: Public Access	Interactive Map	1	4	0	5
Estimated Cost: TBD	Library Event	0	0	0	0
Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	3	10	0	13

IMAGINE KENMORE
FALL 2015 OUTREACH: PRELIMINARY SUMMARY

Comment Highlights:

- #18: Create a focal waterfront access park with walkable/bikeable access to Burke Gilman and 522
- How about the City purchasing the derelict buildings on the south side of 522 that block road views of Lake Washington? It's so frustrating that our beautiful lake view is blocked by hideous buildings and only really viewable from the posh neighborhoods/properties. Please tear down a few of these buildings and create some viewpoints with picnic tables, mounted binoculars, and signage about the history of the area and lake.

#28 Twin Springs Neighborhood or Community Park

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: 19228 80th Avenue NE	Workshop	3	10	0	13
Description: Transfer 26-acre site from King County. Develop a Master Plan for either a Neighborhood Park or Community Park. Near term changes could include trails or frisbee golf course. Neighborhood Park type improvements could include parking, sport courts, children's play equipment, open lawn areas, pathways, and restroom and site furniture. Community Park type improvements could include one or more athletic fields, skate park, picnic shelters or an off-leash dog area. Nature Park type improvements could include interpretive trails, education, and habitat restoration.					
Category: Park Creation Estimated Cost: \$1,300,000 for Neighborhood Park or \$2,500,000 for Community Park Status: Property transfer year end 2015. Unfunded at this time.	Online Survey	0	0	0	0
	Interactive Map	0	0	0	0
	Library Event	0	0	0	0
	Email comments	0	0	0	0
	TOTAL	3	10	0	13

Comment Highlights:

- Off-leash dog park at Twin Springs.
- It would be a great community asset and a wonderful way to meet our goals of regional connections to establish a trail to access Doug Allen Sports facilities from Twin Springs Park.
- Develop walkable nature trail ASAP at Twin Springs Park similar to trails at Brightwater at 228th and Highway 9. For adults, children and community.

IMAGINE KENMORE
FALL 2015 OUTREACH: PRELIMINARY SUMMARY

#27 Tolt Pipeline Phase 2

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: From 73rd Ave NE to Bothell city limit along Seattle Public Utilities Tolt Pipeline property	Workshop	1	8	0	9
Description: Extend the trail along remaining portions of the Tolt Pipeline. Assumes combination of boardwalk and paved trail from 73rd Ave NE to Bothell city limit along Seattle Public Utilities Tolt Pipeline property.	Online Survey	3	0	0	3
Category: Trail Expansion	Interactive Map	0	0	0	0
Estimated Cost: \$400,000	Library Event	0	0	0	0
Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	4	8	0	12

Comment Highlights:

- #27: The trail should respect the wildlife- both fauna and flora. Could it be a boardwalk that winds its way through the swamp?
- A loop pedestrian trail incorporating the tolt pipeline, linking perhaps to swamp creek, the heron rookery, the burke Gilman, town center.
- Finish the Tolt Pipeline Trail across all of Kenmore! Great backroads connector. Under or over passes across 522.
- The Burke Gillman is at or over capacity on some days. We need a walking / biking trail in the Tolt Pipeline area along NE 185th St from Aqua Club on the west end of the city to 83rd Ave NE on the east end. If City of Bothell followed Kenmore's lead the path could continue along to Bothell High.

#25 Squire's Landing Park Ecosystem Restoration

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Squire's Landing Park	Workshop	2	8	0	10
Description: Ecosystem restoration including: riparian and wetland habitat restoration, in-stream habitat improvements for salmonids and other species of fish and wildlife, removal of invasive nonnative vegetation and replacement with native species.	Online Survey	0	0	0	0
Category: Restoration	Interactive Map	0	0	0	0
Estimated Cost: TBD	Library Event	0	0	0	0
Status: The City is considering entering into a cost share agreement with the Corps of Engineers to complete a feasibility study that would identify measures for ecosystem restoration. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	2	8	0	10

Comment Highlights:

- Bring in the incentive-based Salmon-Safe program and link it to all activities up the Sammamish River to Redmond
- More invasive species removal at Swamp Creek, Squire's Landing. In cooperation with county and State

IMAGINE KENMORE
FALL 2015 OUTREACH: PRELIMINARY SUMMARY

#14 City Hall Park Phase II

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: City Hall, 18120 68th Ave NE	Workshop	1	5	0	6
Description: Develop a master plan for neighborhood/community park purposes on the City Hall site including the north and south plaza areas. Improvements could include sport courts such as pickleball and basketball, children's play area, picnic areas and site furniture, skate court, community garden, a veteran's memorial and landscaping. Category: City Center; Design Quality; Park Enhancements Estimated Cost: \$477,000 Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time. Phase 1 is the skate court which is under construction.	Online Survey	1	0	0	1
	Interactive Map	2	0	0	2
	Library Event	0	0	0	0
	Email comments	0	0	0	0
	TOTAL	4	5	0	9

Comment Highlights:

- #14: City Hall Park Phase II: This would activate the downtown core for families and others and provide another venue for fun!
- A Parkour area would be great here or next to the skate park by City Hall.
- Could we get a well-lit GAGA pit located near the skate park and within walking distance of downtown?

#17 Lake Washington View Park

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: South side of SR 522	Workshop	3	5	0	8
Description: Create a park with views of Lake Washington, providing a link between downtown and the waterfront. Identify a potential park location and conceptual park design. Improvements could include parking, landscaping, seating, art. Category: City Center; Design Quality Estimated Cost: TBD Status: Potential future project. Unfunded at this time.	Online Survey	0	0	0	0
	Interactive Map	0	0	0	0
	Library Event	0	0	0	0
	Email comments	1	0	0	1
	TOTAL	4	5	0	9

Comment Highlights:

- #17: Lake Washington view park idea has value far into the future, creating, finally, a true beach community "feel", not to mention options for bikes, walkers, etc. I foresee lookouts, telescope, history plaque, etc.
- #17 Lake Washington View Park: We need something that connects the waterfront to the downtown core- a park is a perfect way to do that!
- "ENHANCE LAKE VIEW. The city should consider acquiring property on the lake side of Highway 522 between 61st NE and 66th NE. In place of the existing structures, the city could create a bike path

IMAGINE KENMORE
FALL 2015 OUTREACH: PRELIMINARY SUMMARY

and park strip with benches, air harbor viewing at lookouts with telescopes and history plaques, and other attractions.

- Removing the existing buildings from this narrow ledge between the highway and Lake Washington would open up the lake view dramatically and establish an appealing new beach-town image.
- A short new bicycle trail looping to and from the Burke-Gilman Trail on either end of the park strip could connect bicycle visitors to the city center with a bike/pedestrian bridge over the highway. This park, though not huge, could have a huge impact. Combined with development of the Lakepointe property and eventual removal of the cement and asphalt plants, this park would contribute to a major facelift of an industrial area and create an enduring icon view for a future Kenmore."

#19 Linwood Park

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: Linwood Park, 5601 NE 193rd Street	Workshop	0	0	0	0
Description: Develop a renovation plan to update the park. This project could include a new play structure, improved open lawn areas, picnic facilities, site furniture, landscaping, sport court, and pathways.	Online Survey	0	0	0	0
Category: Park Enhancements	Interactive Map	1	3	0	4
Estimated Cost: \$588,000	Library Event	0	0	0	0
Status: Identified in City's Parks, Recreation and Open Space Plan. Unfunded at this time.	Email comments	0	0	0	0
	TOTAL	1	3	0	4

Comment Highlights:

- Agree with the other poster about access from the south to Linwood Park. I'll add that there used to be pedestrian access from the south from NE 190th before the development. How can public access be eliminated? If the city has goals to support parks and encourage pedestrians, why should I have to get in a car and drive past the "entering Lake Forest Park" sign to get to a Kenmore park that is 3 blocks away?

#13 City Entry Gateways

Description	Activity	Comment Totals	Like Votes	Dislike Votes	Total
Location: SR522, Burke-Gilman, Juanita, Simonds and others to be identified	Workshop	0	1	0	1
Description: Plan for and improve the visual character of 5 entry points to the City through landscaping and signage.	Online Survey	0	0	0	0
Category: City Center; Design Quality	Interactive Map	0	0	0	0
Estimated Cost: \$288,000	Library Event	0	0	0	0
Status: Gateway signage on each end of SR522. Funded in Transportation Capital Improvement Plan.	Email comments	0	0	0	0
	TOTAL	0	1	0	1

Comment Highlights:

- None

**ATTACHMENT B:
PHONE SURVEY RESULTS**



MARKET
& OPINION
RESEARCH
SERVICES

City of Kenmore Report of Telephone Survey Results

December 2015

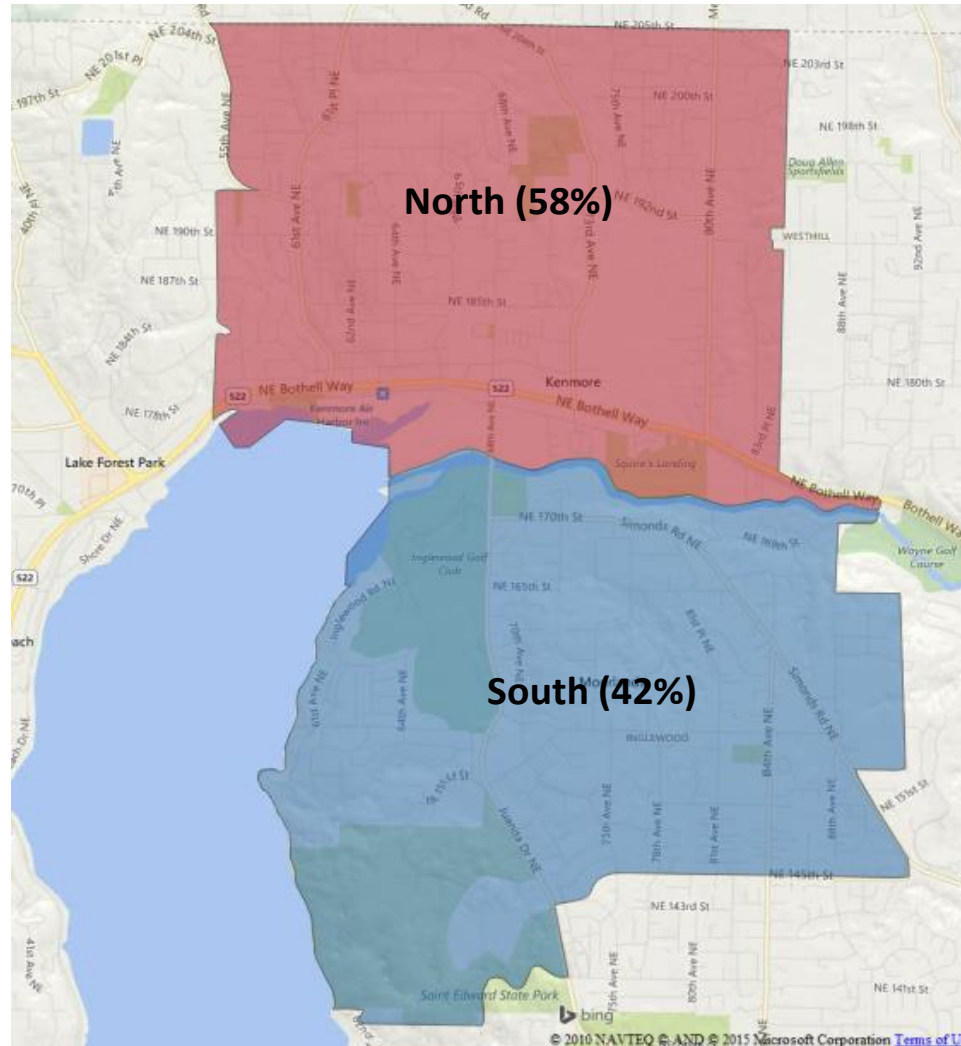
Methodology

- ▶ Live telephone survey – including landlines and cell phones – of registered voters in the City of Kenmore
- ▶ Survey conducted December 2nd – 10th, 2015
- ▶ 300 Total Interviews, Margin of Error: ± 5.7 points
 - Weighted to reflect overall citywide registered voter population using key demographics
 - Interviews were conducted by trained, professional interviewers

Please note that due to rounding, some percentages may not add up to exactly 100%.



Map of Kenmore



Key Findings

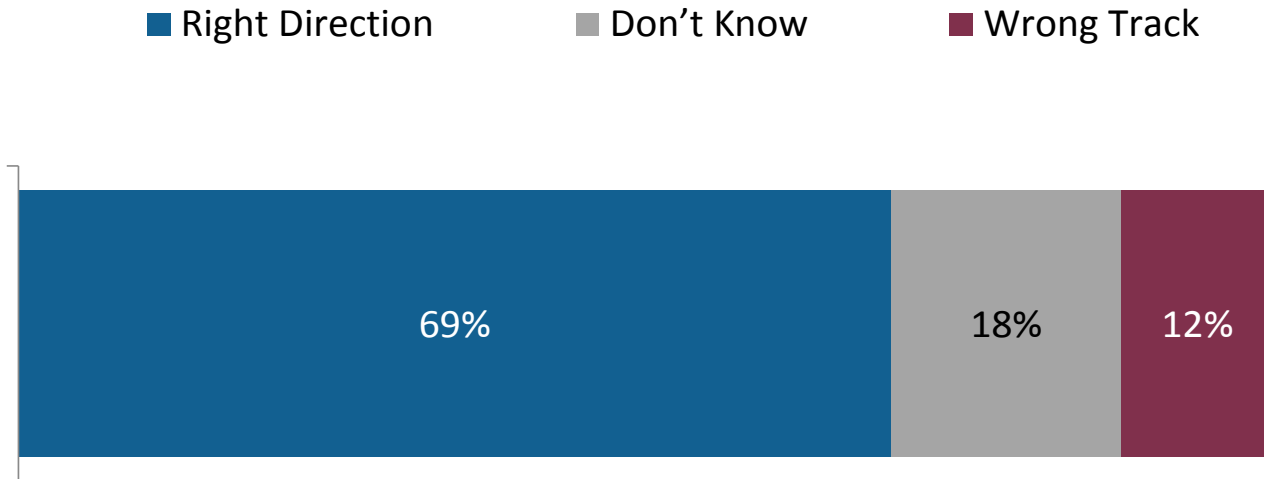
- ▶ Traffic congestion is the leading top of mind issue among Kenmore residents by a wide margin. At the same time, a large majority say things in Kenmore are heading in the right direction and most all give a positive rating for the overall quality of life in Kenmore.
- ▶ Residents give high marks for the job Kenmore City government does overall and for welcoming citizen involvement. There is some division on the job Kenmore City government does spending tax dollars responsibly, however the overall rating is still net positive.
- ▶ Satisfaction for parks and recreation facilities in Kenmore is high. Among those who say they are unsatisfied, building additional parks, recreation facilities, and adding services are the top mentions for ways to improve the system. A majority of residents say they would support additional funding for parks and recreation related improvements, however intensity of support is low. Acquiring land and protecting natural open space and adding to and improving Kenmore's waterfront access are rated as the top priority projects for funding.
- ▶ Satisfaction for Kenmore's pedestrian and bicycle infrastructure is much lower than satisfaction for parks and recreation facilities. A strong majority of residents say they would support additional funding to improve walking and biking facilities in Kenmore. Constructing new sidewalks on arterial roads was rated as the highest priority for funding.
- ▶ A plurality of residents say they would oppose the creation of a metropolitan parks district in Kenmore.

Kenmore Issue Environment



Direction of Kenmore

Residents are very optimistic about the direction of Kenmore.

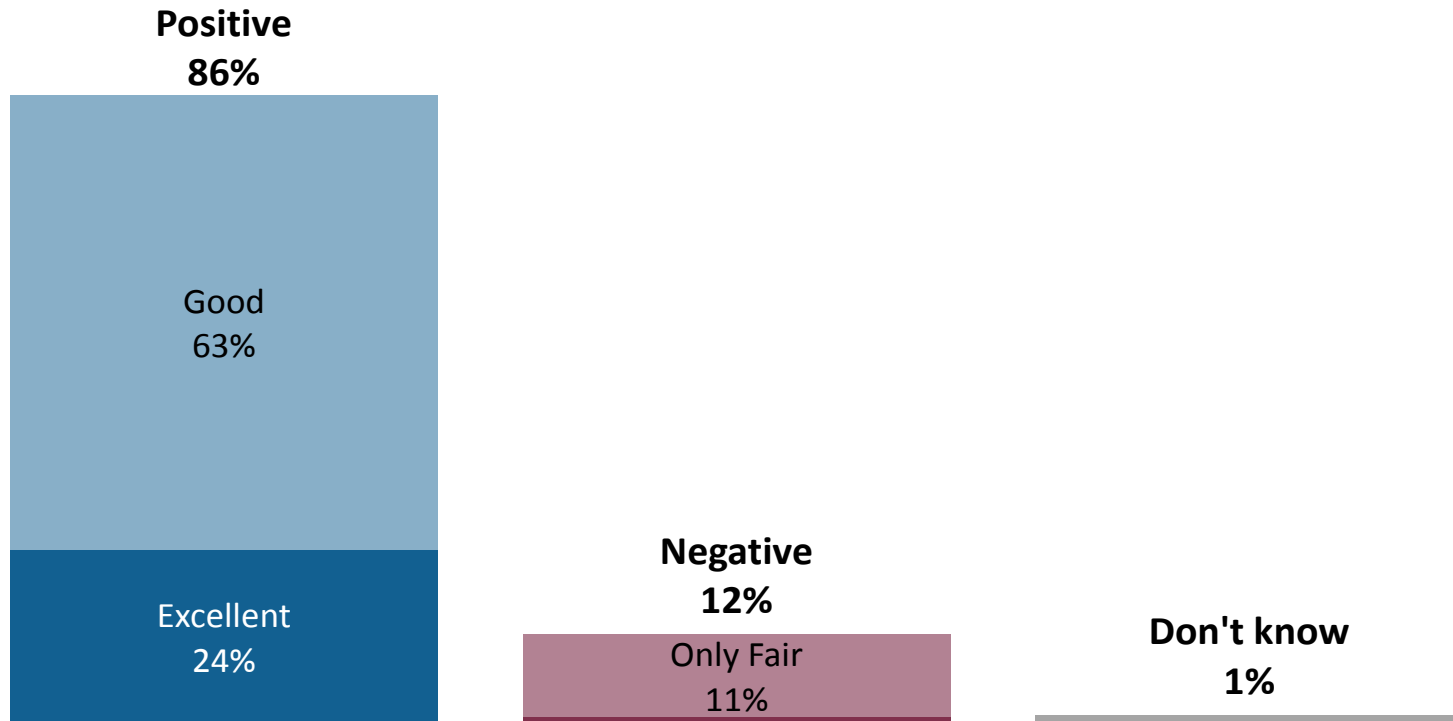


Do you feel things in Kenmore are generally going in the right direction, or do you feel things have gotten pretty seriously off on the wrong track?



Kenmore Quality of Life

Almost all residents give a positive rating for the overall quality of life in Kenmore.



Using a scale of excellent, good, only fair, or poor, please rate: the overall quality of life in Kenmore.



Top Issues in Kenmore

Traffic congestion is by far the top mentioned issue residents say the City of Kenmore needs to address over the next two years.

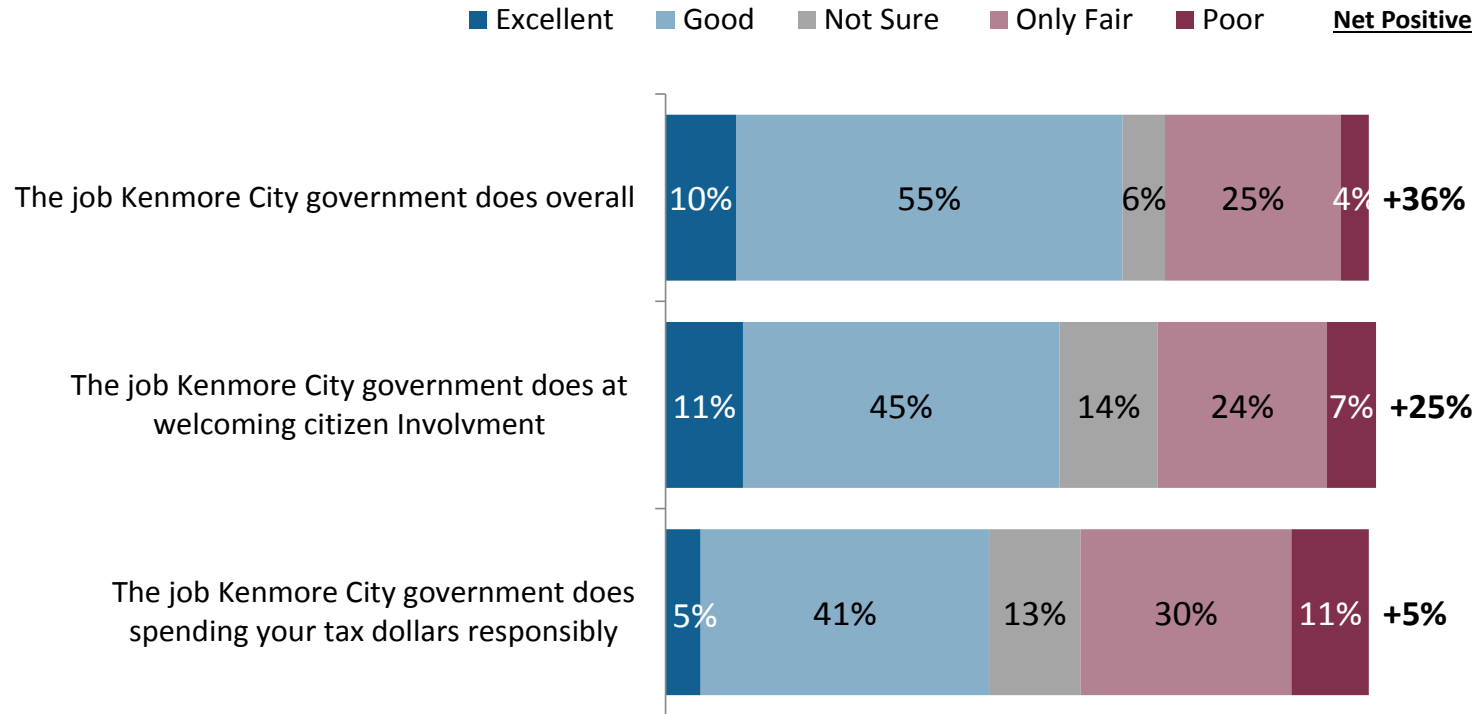
Top Issues	%
Traffic Congestion	35%
Economic development	6%
Bicycle/pedestrian safety	6%
More sidewalks	5%
Road infrastructure	4%
Waterfront property	4%
Beautification of buildings/Kenmore	3%
Recreational/athletic fields/parks	2%
Public transportation	2%
Crime/public safety	2%
Power outages	2%
Other (less than 2%)	18%
Don't know/Nothing	12%

Kenmore Ratings



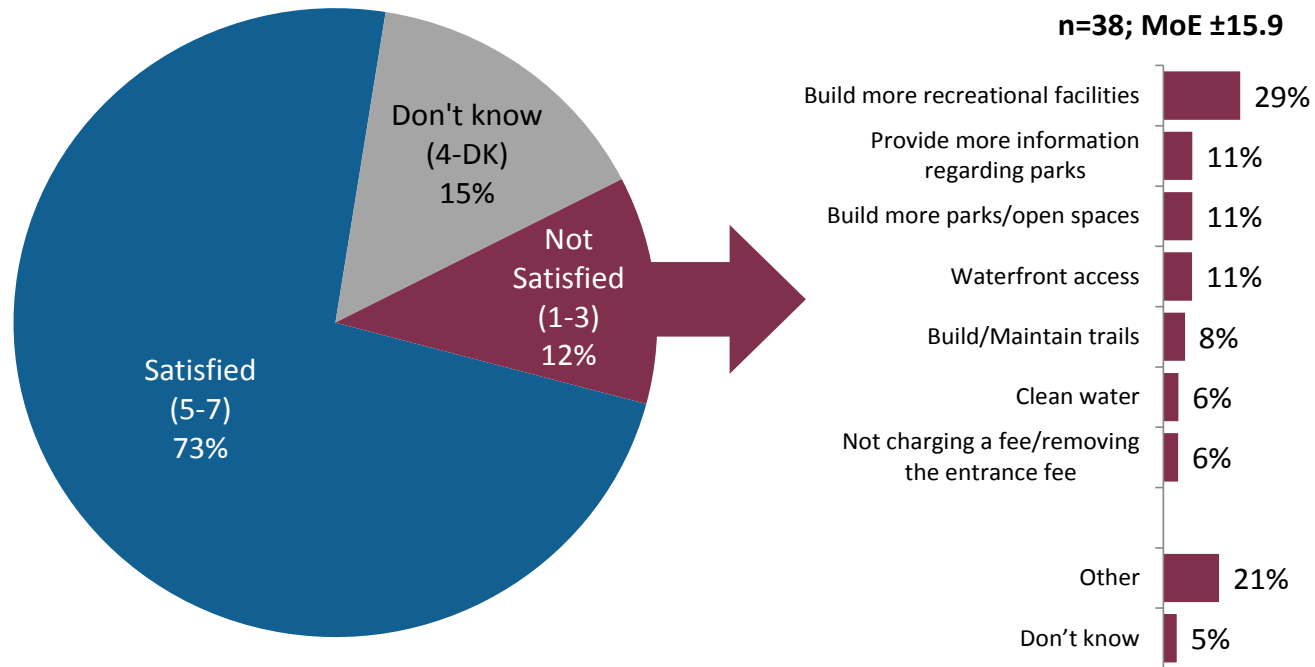
Kenmore Job Ratings

A strong majority of residents give positive ratings for the Job Kenmore City government does overall and for welcoming citizen involvement. Residents are more divided on the job Kenmore City government does spending tax dollars responsibly, however the job rating is still net positive.



Parks and Recreation Facilities Rating

Three quarters of residents say they are satisfied with Kenmore's parks and recreation facilities. Only one-in-ten say they are unsatisfied. Building more recreational facilities was the top mention among residents unsatisfied for things Kenmore could do to improve the parks and recreation system.



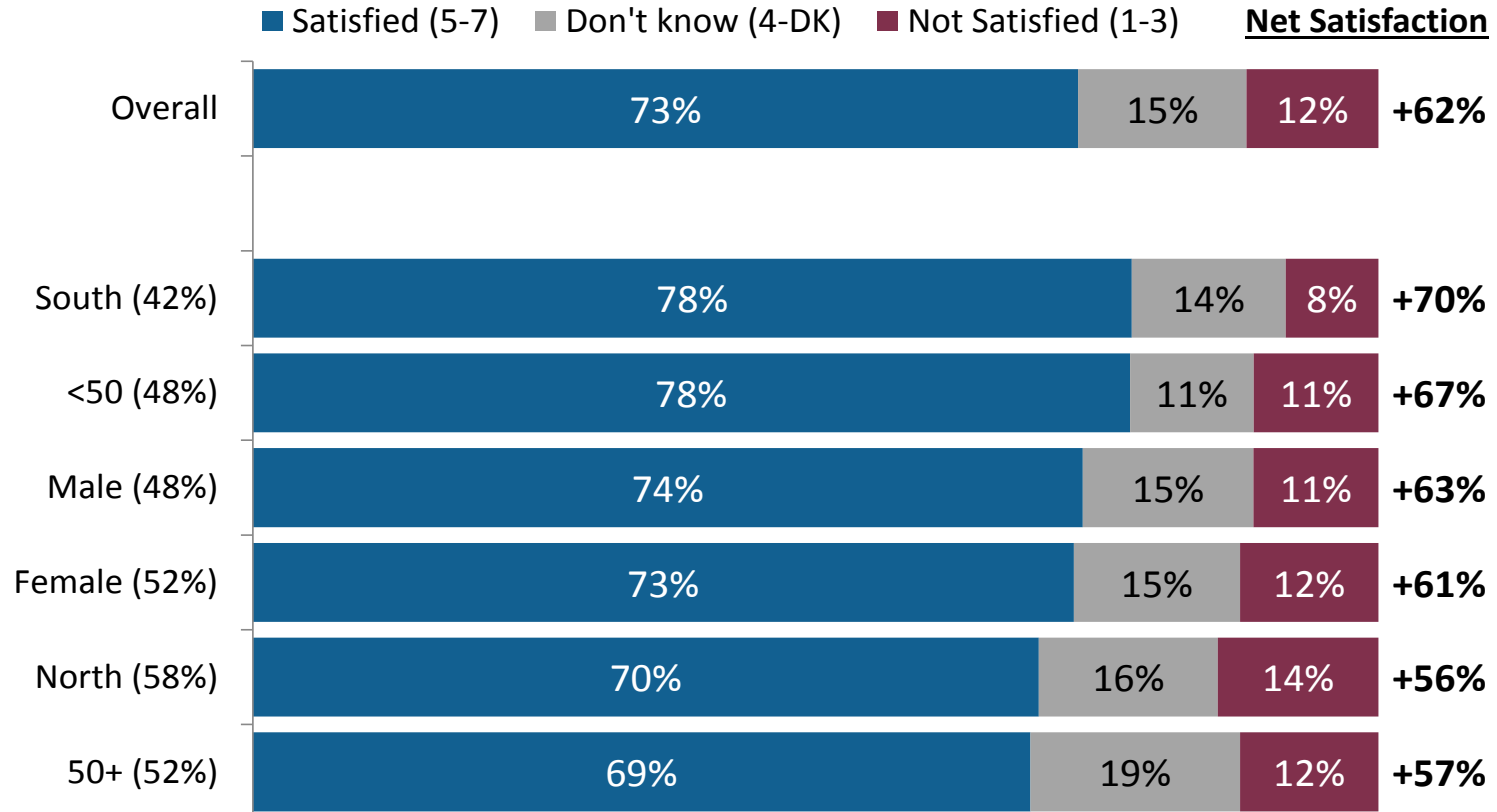
Using a scale from 1 to 7, where one means you are not at all satisfied and seven means you are completely satisfied, please tell me how satisfied you are with Kenmore's parks and recreation facilities. You can use any number from 1 to 7.

Follow-up Q: What are one or two things Kenmore could do to improve parks and recreation facilities? (multi-response)



Parks and Recreation Rating - Subgroups

Satisfaction for parks and recreation facilities is high across all subgroups.

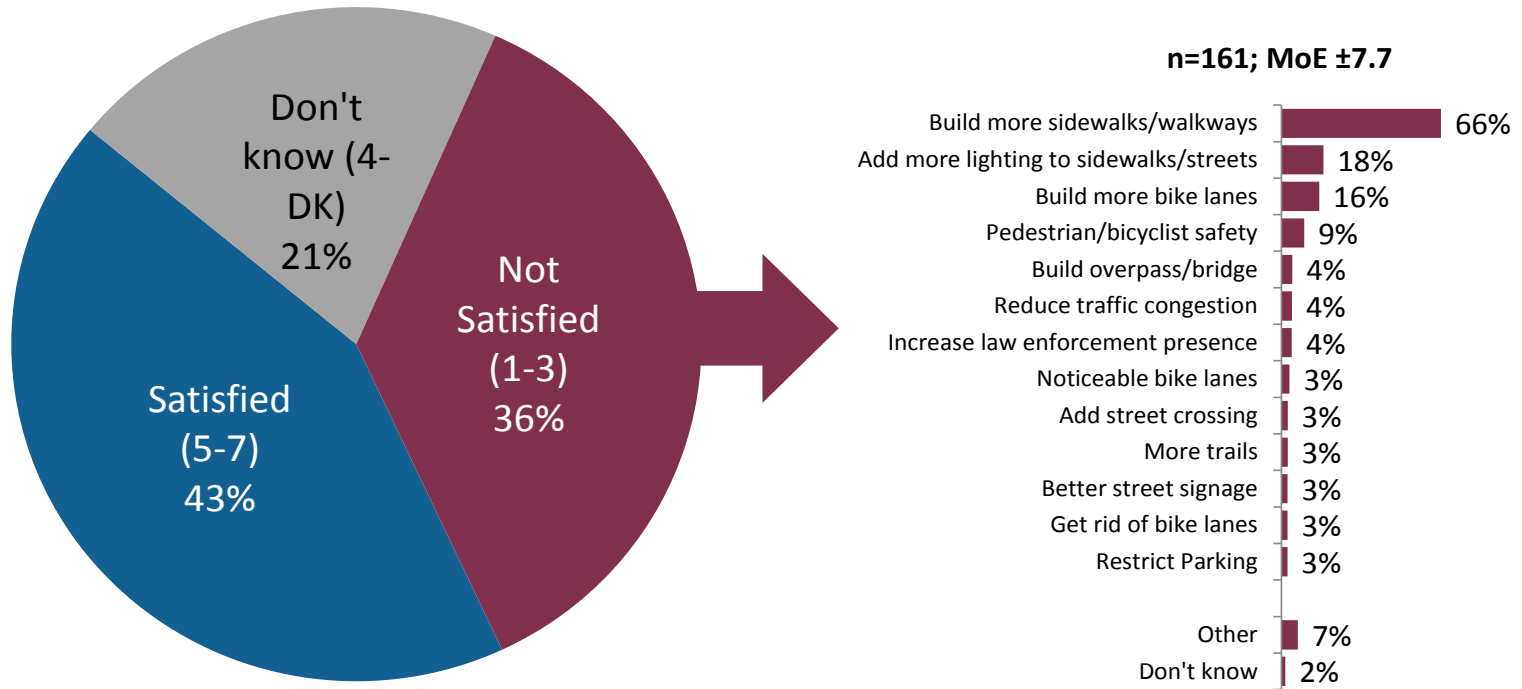


Using a scale from 1 to 7, where 1 means you are not at all satisfied and 7 means you are completely satisfied, please tell me how satisfied you are with Kenmore's parks and recreation facilities. You can use any number from 1 to 7.



Pedestrian and Bicycle Infrastructure Rating

More than a third of residents say they are not satisfied with Kenmore's pedestrian and bicycle infrastructure. When asked about ways to improve pedestrian and bicycle infrastructure, "building more sidewalks/walkways" was the top mention, followed by adding lighting to sidewalk/streets and building more bike lanes.



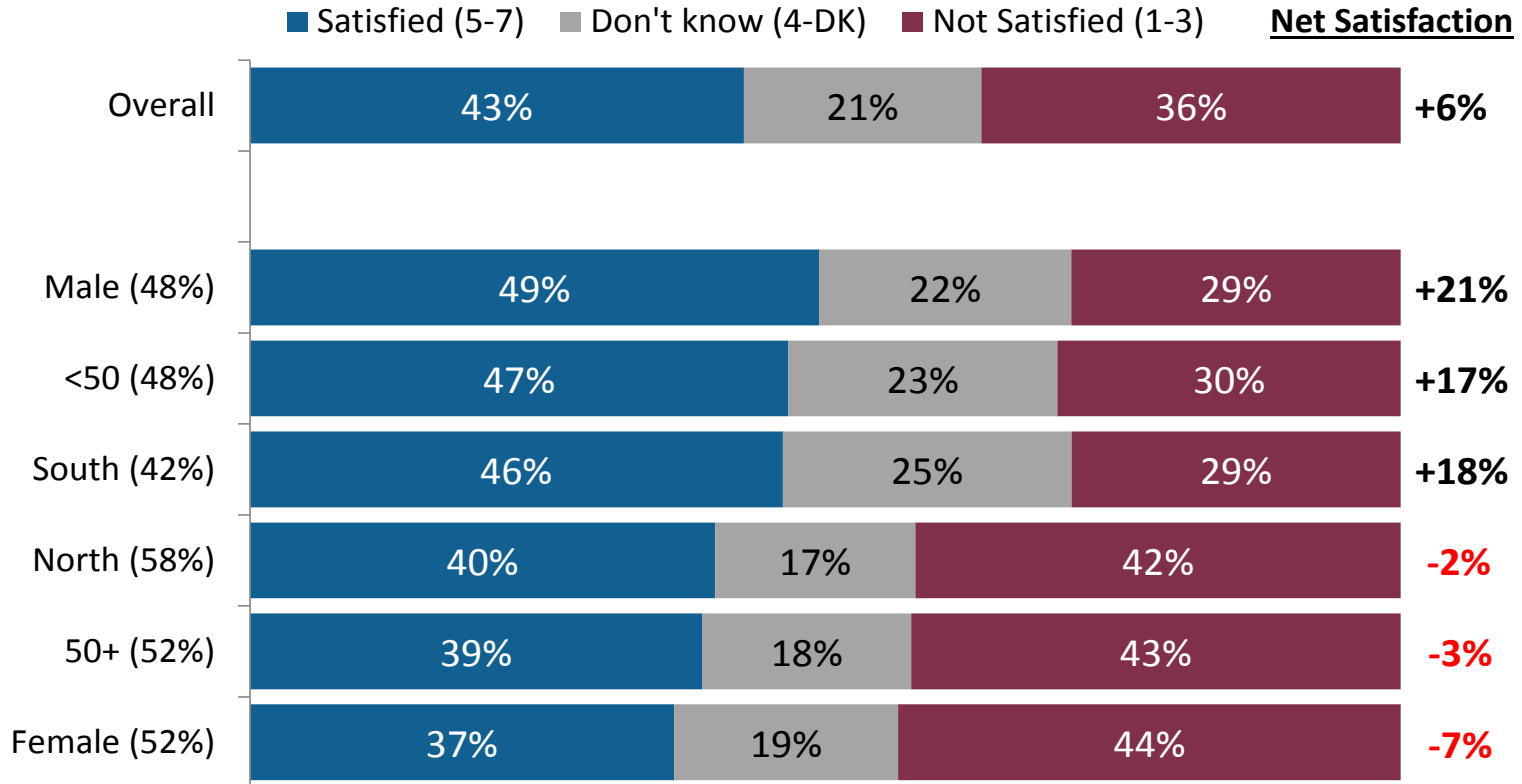
Using a scale from 1 to 7, where one means you are not at all satisfied and seven means you are completely satisfied, please tell me how satisfied you are with Kenmore's pedestrian and bicycle infrastructure such as sidewalks, crosswalks, and bike lanes. You can use any number from 1 to 7.

Follow-up Q: What are one or two things Kenmore could do to improve pedestrian and bicycle infrastructure? (multi-response)



Pedestrian and Bicycle Infrastructure Rating- Subgroups

Satisfaction for Kenmore's pedestrian and bicycle infrastructure is lowest among residents in the North, older residents, and female residents.



Using a scale from 1 to 7, where one means you are not at all satisfied and seven means you are completely satisfied, please tell me how satisfied you are with Kenmore's pedestrian and bicycle infrastructure such as sidewalks, crosswalks, and bike lanes. You can use any number from 1 to 7.

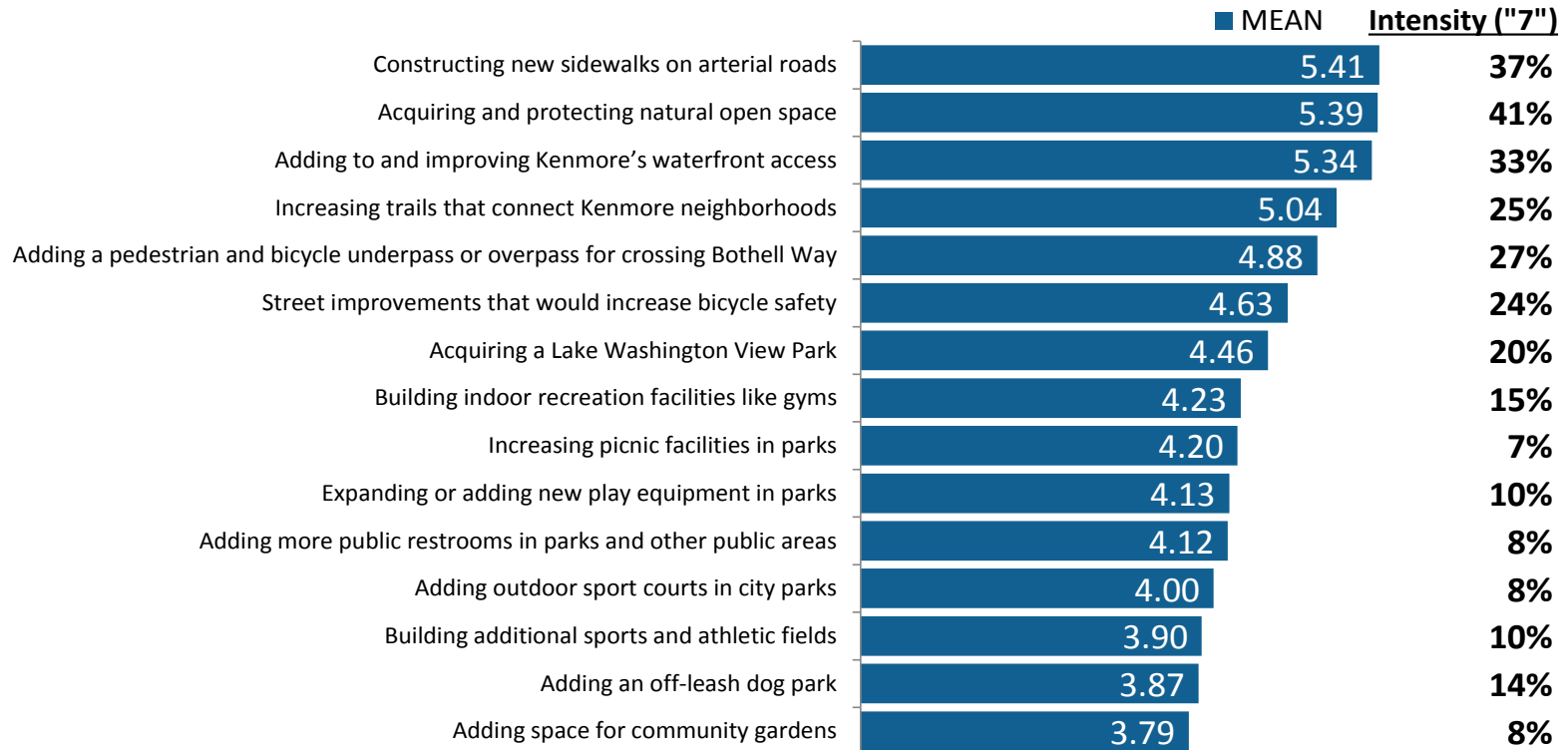


Priorities for Kenmore



Top Priorities For Kenmore Citywide

The top three priorities, constructing new sidewalks on arterial roads, acquiring and protecting natural open space, and adding to and improving Kenmore's waterfront access generate the greatest intensity of support for potential funding. Sports and athletic fields, off-leash dog parks, and community gardens are much lower priorities.

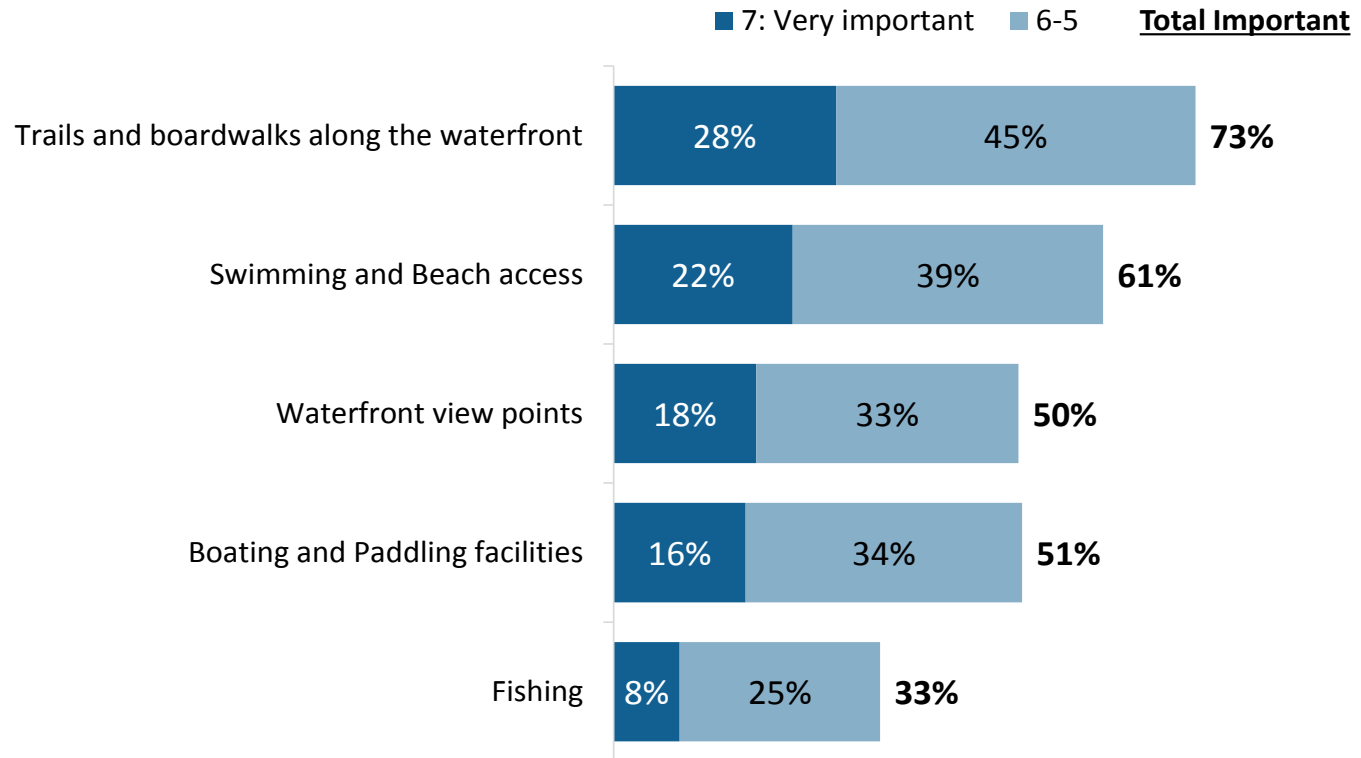


I'm going to read you a list of projects that could be funded by the City over the next few years; I'd like you to tell me how high a priority each item is for you. Use a scale of 1 to 7, where 1 means you feel that item should be a very low priority for funding and 7 means that you feel that item should be a very high priority for funding. You can use any number from 1 to 7.



Waterfront Feature Importance

Trails and boardwalks along the waterfront followed by swimming and beach access are viewed as the most important potential waterfront features.



Next, I'm going to read you a list of potential waterfront features that could be added by the City over the next few years. Using a scale from 1 to 7, where 1 means not at all important and 7 means very important, how important are each of the following waterfront features to you personally?



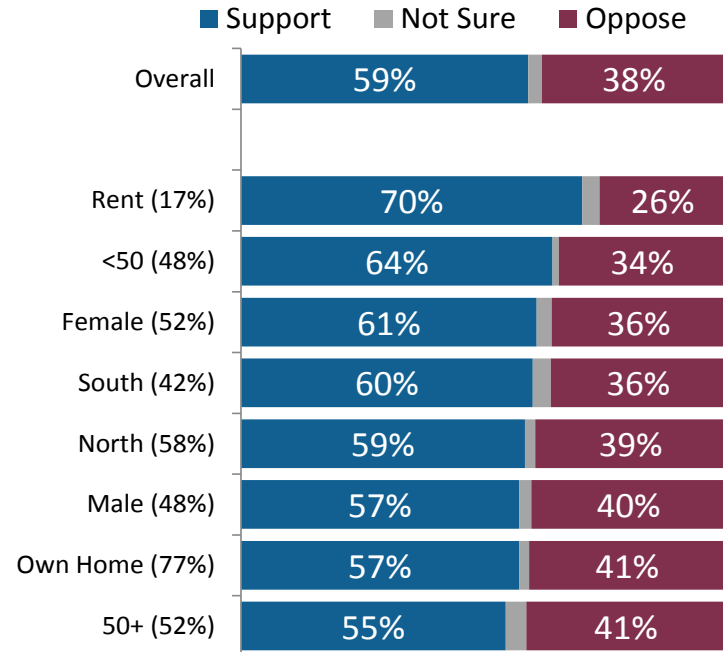
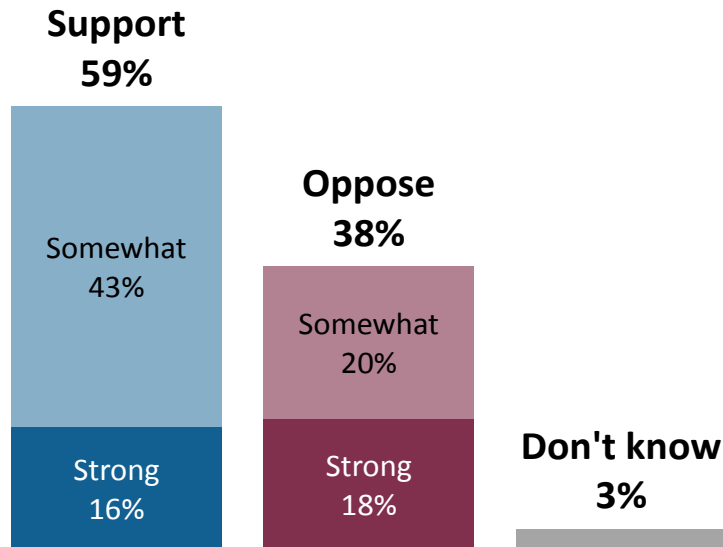


Kenmore Parks, Ped & Bicycle Safety, Major Arterial Enhancements

Funding for Parks Facilities

A majority of residents support a potential neighborhood and community parks funding measure, however intensity of support is low.

"[The First/Second] measure would provide funding to acquire, enhance, and maintain Kenmore neighborhood and community parks; the measure would raise approximately \$1.5 million per year by authorizing the City to levy property taxes and would cost the owner of a \$400,000 home about \$180 per year."



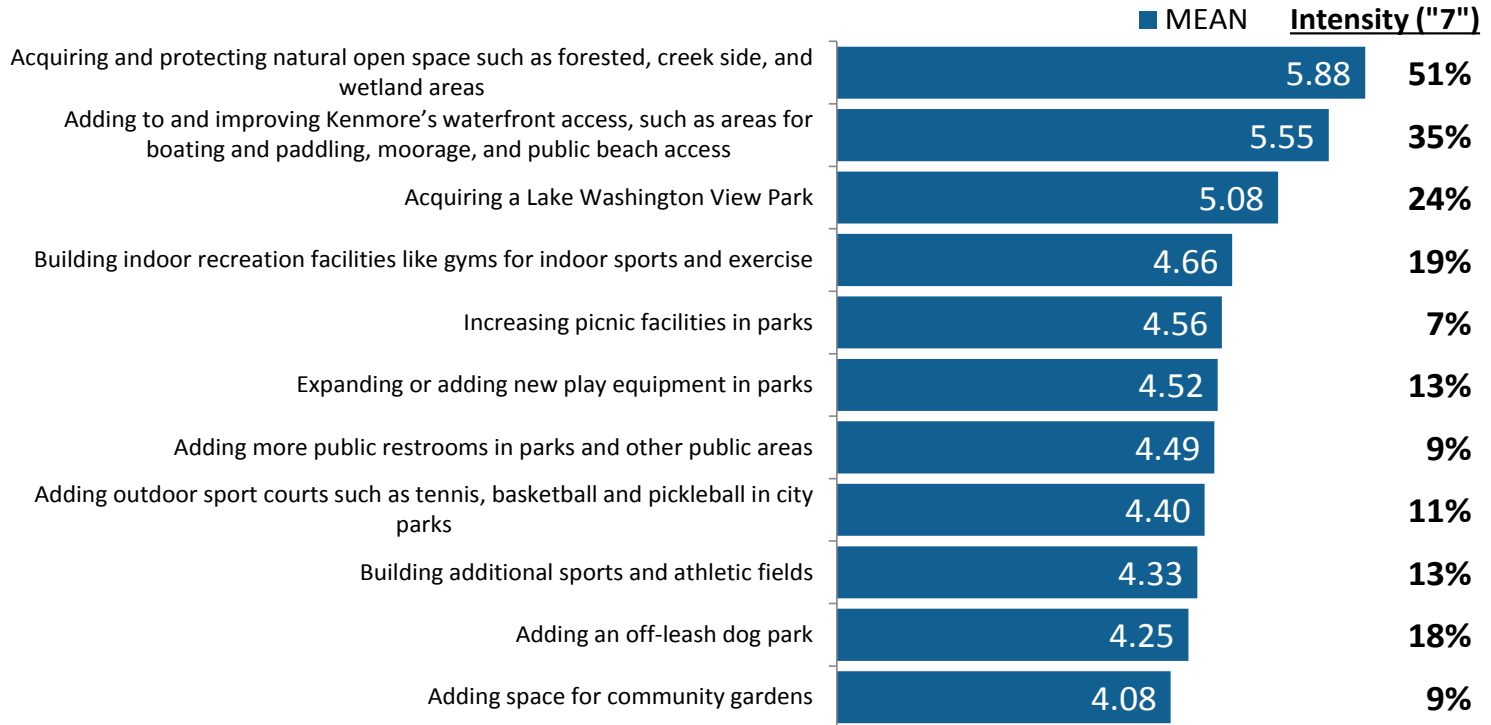
In general, would you strongly support, somewhat support, somewhat oppose, or strongly oppose this measure?



Parks Priorities Among Support - Mean

Acquiring and protecting natural open space is the top priority project among residents who say they would support additional funding, followed by adding to and improving Kenmore's waterfront access.

Mean priority rating among support for additional funding (59%)



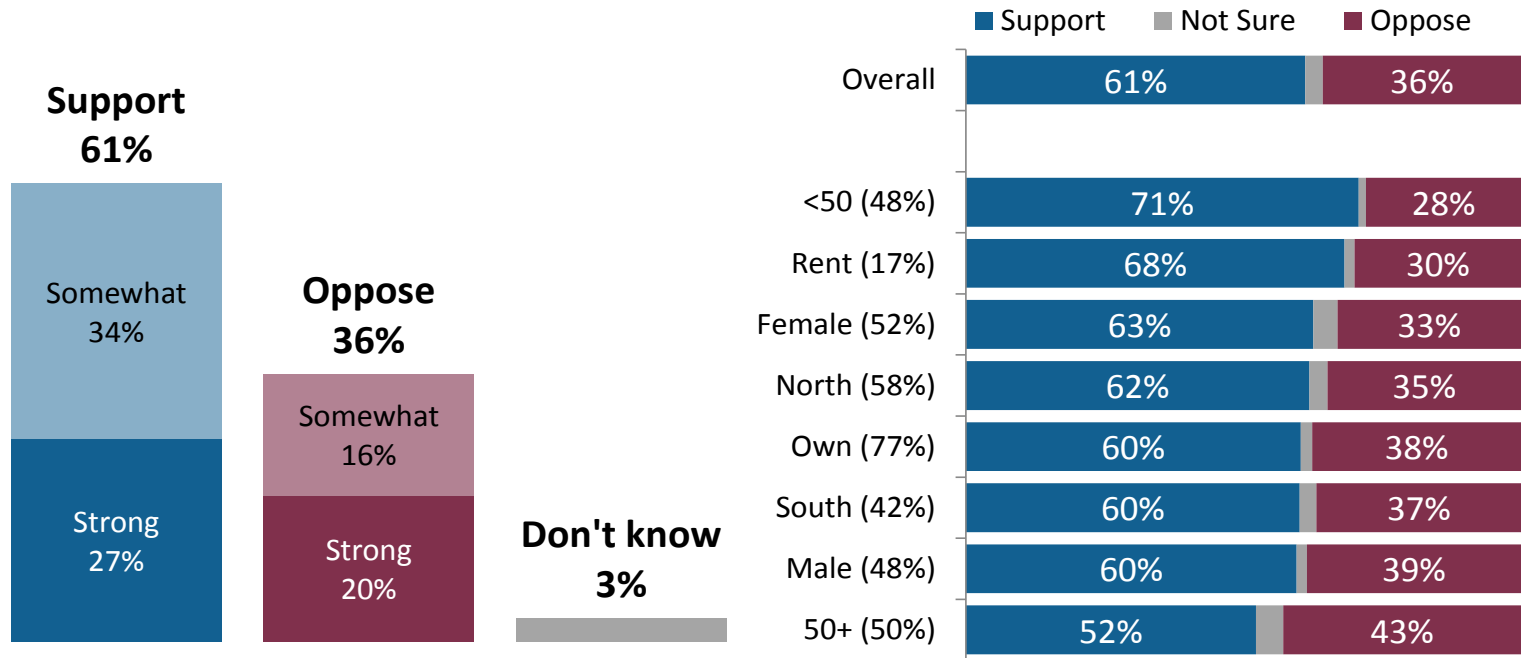
I'm going to read you a list of projects that could be funded by the City over the next few years; I'd like you to tell me how high a priority each item is for you. Use a scale of 1 to 7, where 1 means you feel that item should be a very low priority for funding and 7 means that you feel that item should be a very high priority for funding. You can use any number from 1 to 7.



Funding for Pedestrian and Bicycle Safety

A strong majority of residents support additional funding for pedestrian and bicycle safety improvements.

"[The First/Second] measure would provide funding to improve walking and biking facilities along arterial streets; the measure would raise approximately \$1.5 million per year by authorizing the City to levy property taxes and would cost the owner of a \$400,000 home about \$180 per year."



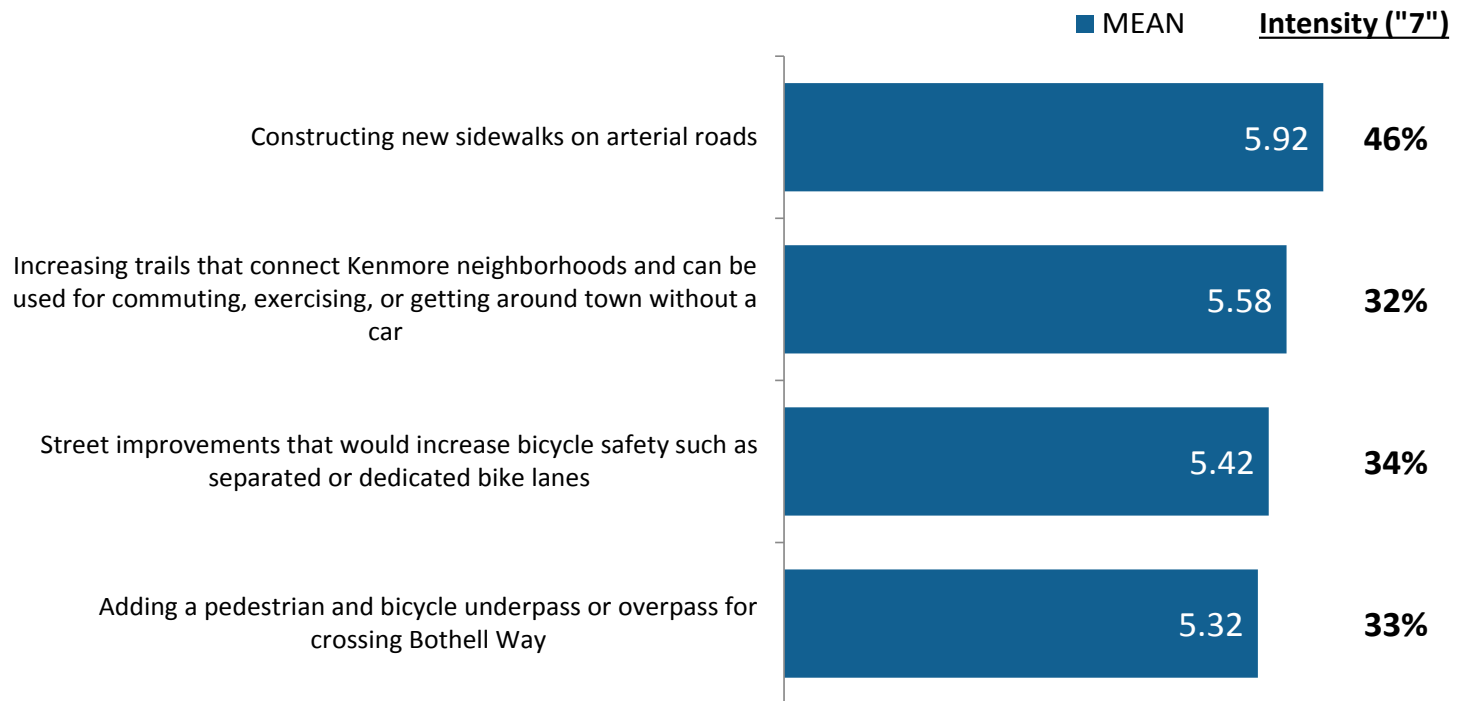
In general, would you strongly support, somewhat support, somewhat oppose, or strongly oppose this measure?



Ped & Bicycle Priorities Among Support - Mean

Constructing new sidewalks on arterial roads is the top priority project among residents who say they would support additional funding.

Mean priority rating among support for additional funding (61%)



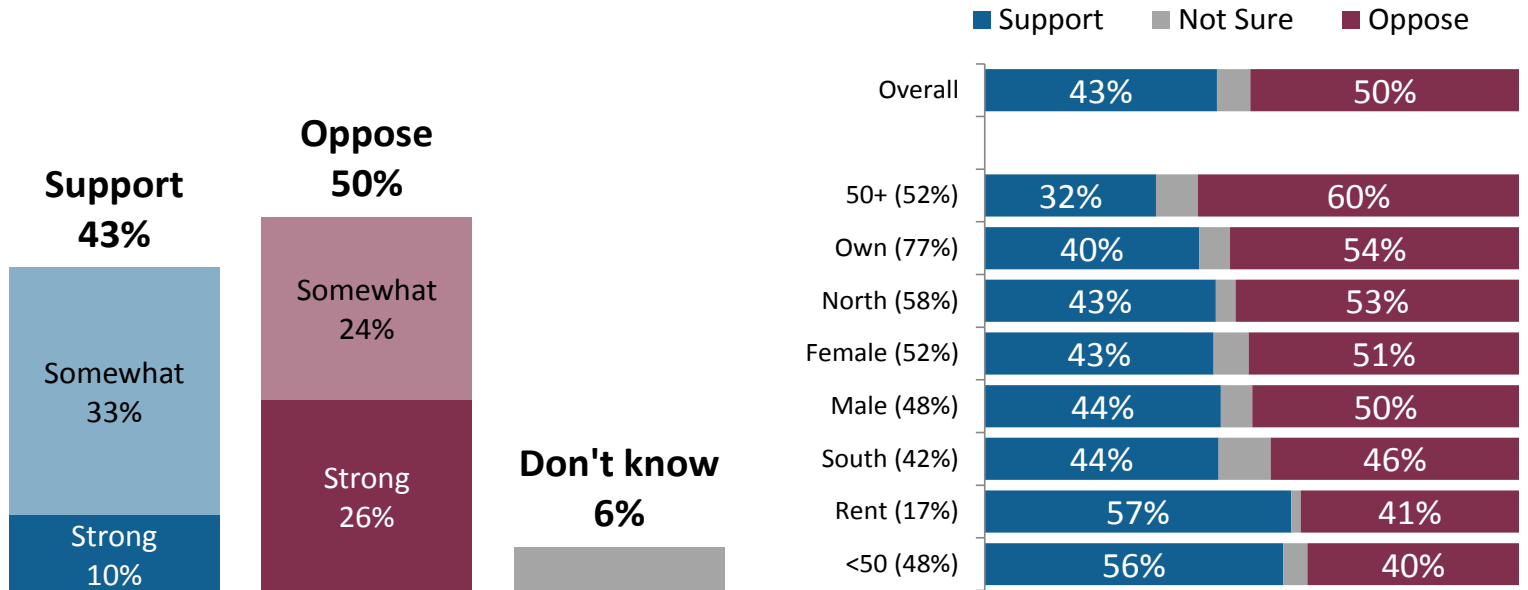
I'm going to read you a list of projects that could be funded by the City over the next few years; I'd like you to tell me how high a priority each item is for you. Use a scale of 1 to 7, where 1 means you feel that item should be a very low priority for funding and 7 means that you feel that item should be a very high priority for funding. You can use any number from 1 to 7.



Metropolitan Parks District

The majority of residents say they would oppose the creation of a metropolitan parks district in Kenmore. A quarter say they would “strongly oppose”.

“Some say the City of Kenmore should create a Metropolitan Parks District. Formation of a parks district would create additional taxing authority to provide for the improvement, maintenance and acquisition of parks and recreation facilities in Kenmore. The parks district would be governed by the Kenmore City Council serving as the Board of the Kenmore Metropolitan Parks District and would have the authority to levy up to 75 cents per \$1,000 of assessed value.”

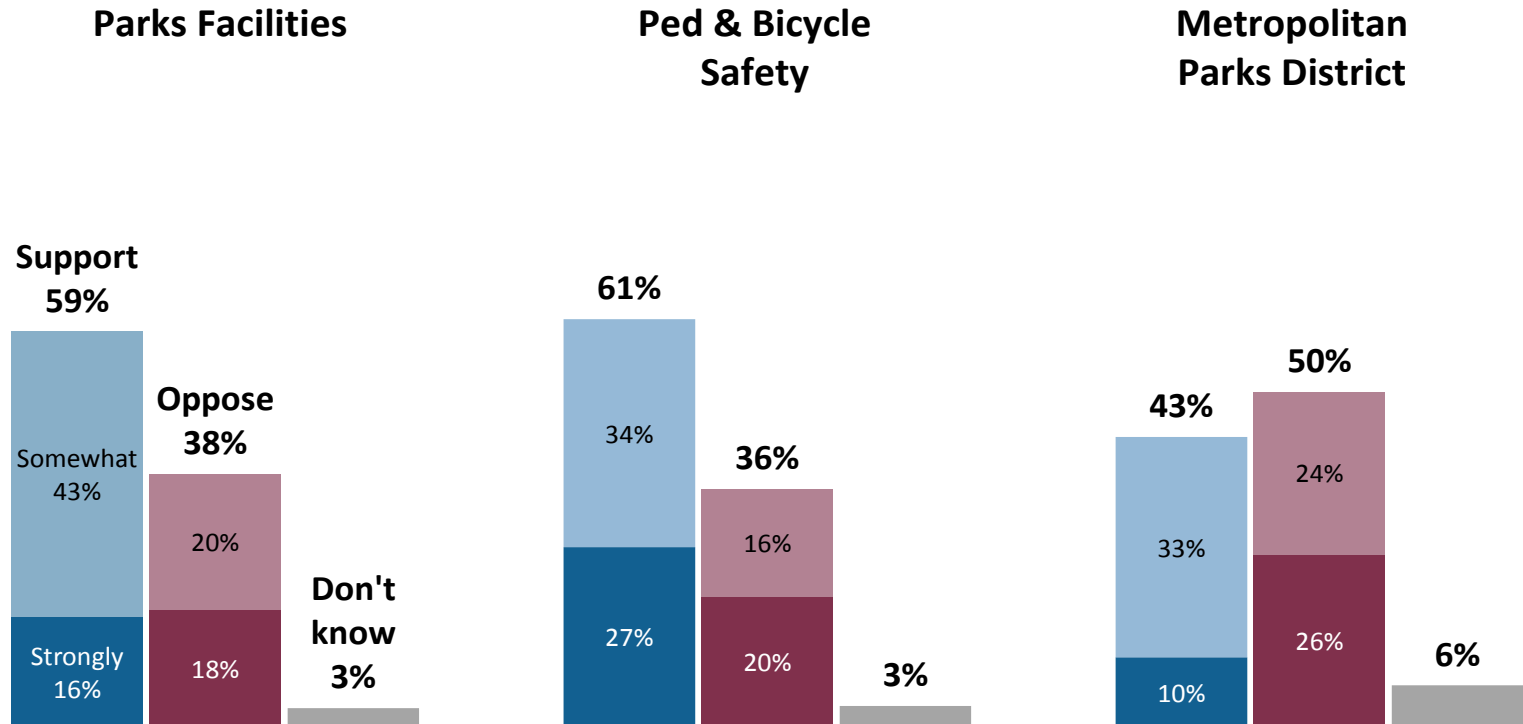


Hearing this, would you strongly support, somewhat support, somewhat oppose or strongly oppose the formation of a Kenmore Metropolitan Parks District?



Funding Measure Comparison

Residents have the greatest support both overall and by intensity “strongly support”, for a measure that would provide additional funding for pedestrian and bicycle safety improvements.



Major Arterial Enhancements Citywide

New sidewalks on one side of Juanita Drive South of the Sammamish River to the city's southern city limit is supported by a plurality citywide.

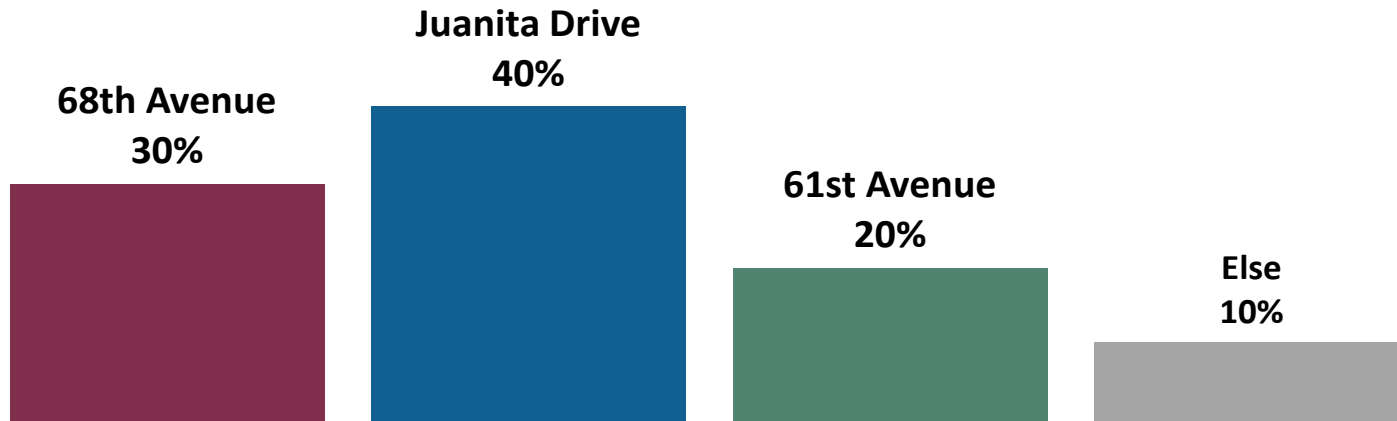
Option 1. New sidewalks on one side of Sixty-Eighth Avenue North of City Hall to the city's northern city limit.

OR

Option 2. New sidewalks on one side of Juanita Drive South of the Sammamish River to the city's southern city limit.

OR

Option 3. Replacing and repairing old sidewalks on Sixty-First Avenue

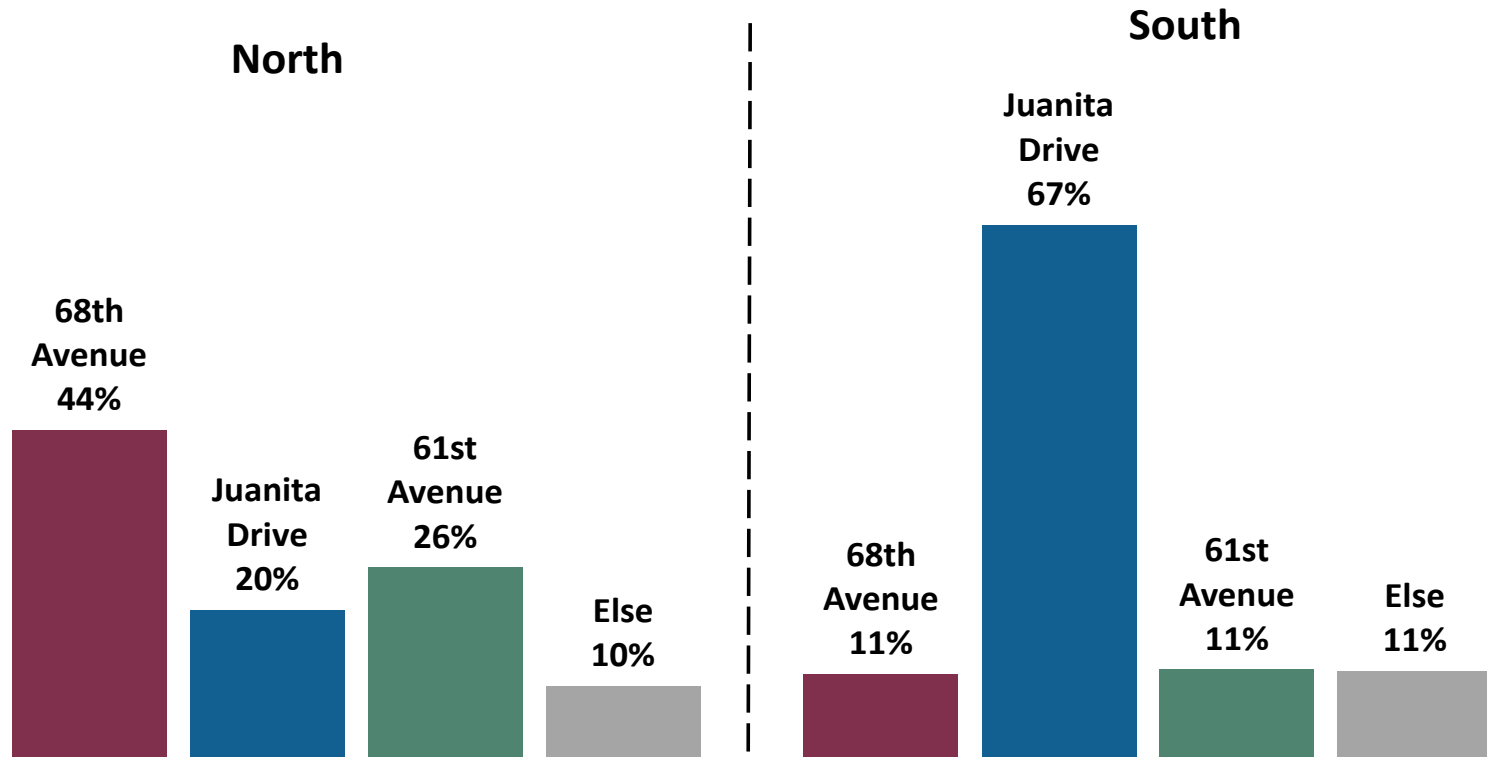


The City of Kenmore is considering adding enhancements to a few major arterial streets that would improve safety for pedestrians and bicycles. Of the following options, please tell me which option you would prefer the most.



Major Arterial Enhancements

Arterial street enhancements along 68th Ave receives a plurality of support among residents in North Kenmore, and enhancements along Juanita drive is the most preferable among residents in South Kenmore.



The City of Kenmore is considering adding enhancements to a few major arterial streets that would improve safety for pedestrians and bicycles. Of the following options, please tell me which option you would prefer the most.



Contacts



Dominick Martin
Dominick@EMCresearch.com
206.204.8033



Attachment C
Spring 2016 Phone Survey Results



MARKET
& OPINION
RESEARCH
SERVICES

Oakland
510.844.0680

Portland
503.444.6000

Seattle
206.652.2454

Irving, TX
972.717.7427

Columbus
614.268.1660

Fernandina Beach, FL
904.491.0591

Washington, DC
202.686.5900

EMCresearch.com

**Live Telephone Survey
City of Kenmore
April 24 – May 2, 2016
n=300, Margin of Error: ±5.7%
EMC #16-5967**

Please note that due to rounding, percentages may not add up to exactly 100%.

GREETING: Hello, my name is _____, may I speak with **(NAME ON LIST)**. **INTERVIEWER: NOL ONLY**

INTRO: Hello, my name is _____, and I'm conducting a survey for **[INSERT FIELD SERVICE]** to find out how people in Kenmore feel about some of the different issues facing them. We are not trying to sell anything, and are collecting this information on a scientific and completely confidential basis. We thank you in advance for participating.

1. Do you live in the City of Kenmore?

Yes	100%
No	-
2. Gender **(RECORD FROM OBSERVATION)**

Male	47%
Female	53%
3. Do you feel things in Kenmore are generally going in the right direction, or do you feel things have gotten pretty seriously off on the wrong track?

Right direction	74%
Wrong track	15%
(Don't know)	12%
4. There may be a City of Kenmore bond measure on the ballot this year for arterial walkways and waterfront access improvements. If approved, this measure would authorize the City to fund sidewalk completion and pedestrian safety improvements along Juanita Drive to the City's northern limits; expand waterfront access, open space, trail connections, and natural habitat at Log Boom, Rhododendron, and Squire's Landing Park by issuing no more than nineteen million dollars of general obligation bonds maturing within a maximum term of 20 years; and levy annual excess property taxes to repay the bonds. In general, do you strongly support, somewhat support, somewhat oppose or strongly oppose this Kenmore arterial walkways and waterfront access improvements measure?

Strongly Support	28%	→75%
Somewhat Support	47%	
Somewhat Oppose	8%	→19%
Strongly Oppose	11%	
(Don't Know/Refused)	6%	

EMC #16-5967

-2-

5. This measure would cost the owner of a \$400,000 home about \$155 per year or about \$13 a month. Knowing this, would you strongly support, somewhat support, somewhat oppose or strongly oppose this arterial walkways and waterfront access improvements measure?

Strongly Support	27%	→71%
Somewhat Support	45%	
Somewhat Oppose	12%	→25%
Strongly Oppose	13%	
(Don't Know/Refused)	3%	

Q6INT. Using a scale of excellent, good, only fair, or poor, please rate each of the following.

Excellent	Good	Only Fair	Poor	(Don't know)	Positive	Negative
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(AFTER EACH UNTIL UNDERSTOOD: Would you rate that as excellent, good, only fair or poor?)

[ALWAYS ASK FIRST]

6. The job Kenmore City government does overall

Apr 2016	7%	53%	31%	5%	5%	60%	35%
Dec 2015	10%	55%	25%	4%	6%	65%	29%

[ALWAYS ASK SECOND]

7. The job the City of Kenmore is doing using tax dollars responsibly

Apr 2016	5%	42%	31%	9%	13%	48%	40%
Dec 2015	5%	41%	30%	11%	13%	46%	41%

[RANDOMIZE]

8. The overall quality of Kenmore's waterfront areas

4%	29%	38%	23%	6%	33%	61%
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9. The overall quality of Kenmore's arterial walkways

2%	29%	37%	28%	4%	31%	65%
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[END RANDOMIZE]

Q10INT. I'm going to read you a list of projects that could be funded by the potential measure; I'd like you to tell me how high of a priority each item is for you. Use a scale of one to seven, where one means you feel that item should be a very low priority for funding and seven means that you feel that item should be a very high priority for funding. You can use any number from one to seven.

1	2	3	4	5	6	7	Don't know	Mean
Very low priority					Very high priority			

(REPEAT AFTER EACH IF NEEDED: How high of a priority should that be, with one being a very low priority for funding and seven being a very high priority for funding?)

(CITE IF NEEDED FOR SIXTY EIGHTH AVENUE: It is the street from City Hall north to Snohomish County)

[RANDOMIZE]

10.	Completing sidewalks and bike lanes along 68 th Avenue all the way to the northern city limit	10%	4%	7%	11%	21%	17%	28%	2%	4.98
11.	Adding sidewalks along the east side of Juanita Drive and bike lanes on both sides	10%	6%	9%	10%	21%	13%	31%	1%	4.90
12.	Expanding waterfront trails, public beach access, and picnic and areas at Log Boom Park.	7%	4%	11%	16%	22%	18%	20%	2%	4.79

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	1	2	3	4	5	6	7	Don't know	Mean
	Very low priority					Very high priority			
13.	Provide more Sammamish Riverfront access at Rhododendron and Squire’s Landing Parks								
	8%	7%	12%	22%	24%	10%	13%	3%	4.34
14.	Building shoreline launch access and storage for hand carry boating like canoes and kayaks								
	11%	12%	15%	17%	23%	10%	9%	2%	3.98
15.	Connecting Swamp Creek, Sammamish River, and Burke-Gilman trail								
	8%	10%	11%	12%	25%	15%	16%	4%	4.50
16.	Providing waterfront walking paths with overlooks and viewpoints								
	11%	7%	14%	17%	20%	16%	14%	1%	4.31
17.	Building a boardwalk nature trail through the wetlands area of Rhododendron Park								
	11%	15%	14%	15%	21%	11%	10%	3%	3.96
18.	Expanding beach access and water views at Log Boom Park								
	11%	7%	11%	15%	20%	17%	16%	3%	4.47
19.	Building a boardwalk trail and pedestrian bridge over the creek at Squire’s Landing Park								
	11%	11%	13%	15%	21%	7%	9%	13%	3.89
20.	Adding additional parking and disabled access at Squire’s Landing Park								
	9%	13%	12%	15%	18%	8%	12%	13%	4.07
21.	Providing more bike lanes on arterial roads								
	16%	8%	10%	12%	19%	14%	18%	3%	4.25
22.	Completing sidewalks and making safety improvements on arterial roads								
	4%	3%	5%	12%	19%	19%	36%	2%	5.46
23.	Acquiring and protecting natural open space and wetland areas								
	7%	5%	7%	9%	23%	13%	34%	1%	5.16
24.	Expanding public beach access at waterfront parks in Kenmore								
	9%	4%	12%	13%	23%	17%	21%	1%	4.73
25.	Increasing and connecting natural trails, walking, and biking paths								
	8%	5%	11%	15%	26%	18%	15%	2%	4.65

[END RANDOMIZE]

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Q26INT. Now I am going to give you some information about the potential measure. For each statement, please tell me how important that is as a priority to you. Use a scale of 1 to 7, where 1 means that it is not at all important and 7 means that it is extremely important. You can use any number from 1 to 7

1	2	3	4	5	6	7	Don't know	Mean
Not at all important					Extremely important			

[REPEAT AFTER EACH IF NEEDED: How important is that as a priority to you, with one being not at all important and seven being extremely important?]

(CITE IF NEEDED FOR SIXTY EIGHTH AVENUE: It is the street from City Hall north to Snohomish County)

[RANDOMIZE]

26.	This measure will fund waterfront access improvements, helping to improve our quality of life and provide residents with more opportunities to interact with nature and the water, right here in Kenmore.							
	10%	7%	9%	14%	23%	13%	21%	3% 4.62
27.	This measure will provide funding to make Kenmore's major arterial streets safer for walking and biking; including funding for sidewalk completion, road widening, and adding a dedicated bicycle lane along Juanita Drive to 68th Avenue.							
	10%	6%	7%	9%	23%	16%	28%	2% 4.95
28.	This measure will provide funding to revitalize Kenmore's waterfront; including public beach expansion, new trails, a boardwalk along the waterfront, view overlooks, and boat docks with storage for kayaks and canoes.							
	10%	7%	10%	14%	24%	16%	16%	3% 4.51
29.	The measure will provide funding to be used as a match for the "Safe Routes to Schools Grant Program" to construct sidewalk safety projects along 68th Avenue and further increase funding opportunities to improve walkways for kids walking to Kenmore Junior High.							
	5%	5%	3%	10%	14%	19%	42%	2% 5.56
30.	Kenmore currently has a backlog of over one hundred million dollars in sidewalk and arterial safety improvement projects. This measure will help to reduce that backlog and fund needed safety improvements so people of all ages can more safely walk and bike along our busiest streets.							
	6%	3%	8%	11%	19%	15%	36%	3% 5.26

[END RANDOMIZE]

31.	After hearing all of this, in general, would you strongly support, somewhat support, somewhat oppose or strongly oppose this nineteen million dollars bond measure that would cost the average homeowner \$155 a year or about \$13 a month?				
	Strongly Support	33%		→72%	
	Somewhat Support	40%			
	Somewhat Oppose	10%		→22%	
	Strongly Oppose	12%			
	(Don't Know/Refused)	5%			

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32. Some people say that \$155 a year is just too much for an arterial walkways and waterfront access bond measure when we have so many other pressing priorities. They say we should have a smaller measure that just focuses on completing sidewalks and improving pedestrian safety along Juanita Drive and 68th Avenue. If there was a smaller measure that would cost the average homeowner about \$75 a year or about \$6 a month and focused only on improving pedestrian safety along Juanita Drive and 68th Avenue, would you strongly support, somewhat support, somewhat oppose or strongly oppose this smaller measure?

(CITE IF NEEDED FOR SIXTY EIGHTH AVENUE: It is the street from City Hall north to Snohomish County)

Strongly Support	44%	→72%
Somewhat Support	27%	
Somewhat Oppose	12%	→23%
Strongly Oppose	11%	
(Don't Know/Refused)	5%	

DEMOS. And finally, I'd like to ask you a few questions for statistical purposes only.

33. Do you own or rent your apartment or home?

Own/(buying)	76%
Rent/(lease)	17%
(Don't know/Refused)	7%

- 34A. What year were you born? **[RECORD YEAR - VALID RANGE: 1911-1998; IF REFUSED, Q34A=9999]**

- 34B. **[AGE RANGE - CODE FROM PREVIOUS QUESTION]**

[IF Q34A=9999 THEN ASK FOLLOWUP: "Would you say you are age (READ LIST)..."]

18-29	11%
30-39	19%
40-49	17%
50-64	29%
65 or over	20%
(Refused)	4%

THANK YOU!

When applicable, results were compared to a previous survey conducted for City of Kenmore:

N	MoE	Job Number	Field Date
300	± 5.7%	15-5355	December 2 – 10, 2015