CITY OF
MUKILTEO

REQUEST FOR COMMENTS

DATE: June 11, 2019

	Alderwood Water District – (Dan Sheil / Scott Smith)	X	Puget Sound Clean Air Agency (SEPA Email / Air Resource Specialist)
	Burlington Northern Santa Fe Railway (Marvinique Hill)	X	Puget Sound Energy (Dom Amor)
	City of Edmonds (Rob Chave)	X	Puget Sound Regional Council
	City of Everett (Allan Giffen)		Seattle Dist. Corps of Engineers (Dept. Army-Reg. Branch)
	City of Everett (Steve Ingalsbe)		Snohomish Co. Airport/Paine Field (A. Rardin/R. Zulauf)
	City of Lynnwood (Todd Hall)		Snohomish Co. Assessor's Office ***(Ordinances Only)***
	City of Mill Creek (Tom Rogers)		Snohomish Co. Conservation District
X	City of Mukilteo (Building Official)		Snohomish Co. PW/ Environmental (Shannon Flemming)
X	City of Mukilteo (Fire Chief)		Snohomish Co. Marine Res. Comm. (Kathleen Herrmann)
X	City of Mukilteo (Fire Marshal)		Snohomish Co. Planning & Dev. Srvc. (Ryan Countryman)
X	City of Mukilteo (Engineering)	X	Snohomish Co. PUD: Dist. Eng. Services (Mary Wicklund)
X	City of Mukilteo (Com. Dev. Dir.)**(Postcard/Notice only)**		Snohomish Health District (Bruce A. Straughn)
X	City of Mukilteo (Police, Cheol Kang, Myron Travis)		Sound Transit Authority (Perry Weinberg)
X	Comcast of Washington (Casey Brown, John Warrick)		South Snohomish Co. Fire Dist. (Kevin Zweber)
X	Community Transit (Kate Tourtellot)		Tulalip Tribes – (Zachary Lamebull)
	Dept. of Commerce (Growth Mgmt. Svcs Rev. Team)		Tulalip Tribes – (Richard Young)
	Dept. of Natural Resources (James Taylor)		United States Postal Service (Soon H. Kim)
	FAA/Air Traffic Division, ANM-0520 (Daniel Shoemaker)	X	Verizon Company of the NW, Inc. (Tim Rennick.)
	FEMA (John Graves)	X	Washington Dept. of Ecology (Peg Plummer)
	Island County MRC (Rex Porter) (*Shoreline Only)*		Washington Dept of Fish & Wildlife (Jamie Bails)
	Master Builders King/Sno. Counties (Mike Pattison)	X	WSDOT (Scott Rodman)
X	Mukilteo Beacon (Editor) **(Postcard/Notice only)**		WSDOT (Ramin Pazooki)
	Mukilteo School District (Cindy Steigerwald)		WSDOT Ferries(Kevin Bartoy) (*Shoreline Only)*
	Mukilteo School District (Josette Fisher)		WRIA 7 Water Resources
X	Mukilteo Tribune (Editor) **(Postcard/Notice only)*)***	X	Adjacent Property Owners
X	Mukilteo Water & Wastewater District (Jim Voetberg, Manager; Rick Matthews; Kendra Chapman)	X	Applicant/Contact Person ***(Notice Only)***
	National Marine Fishery Service	X	Parties of Interest
	Office of Archaeology & Historic Pres. (Allyson Brooks)		Parties of Record
	Ogden, Murphy, Wallace (Daniel Kenny) ***(Ordinances Only)***	X	Property Owners within 300' ***(Postcard/Notice Only)***
	Pilchuck Audubon Society (President)		Other: WRIA 8 Water Resources
	Port of Everett (Laura Gurley)		

FILE NO.: DA-2019-001 PROPONENT: Electroimpact

PROPOSAL NAME: ElectroImpact Development Agreement Amendment

PROPOSAL DESCRIPTION: Amend their existing Development Agreement (DA No. 2009-01, recorded in 2010 under AFN 201006300210) with the following changes: add Satellite Campus #5, which includes lots 30, 31, 32 and 33 of the Harbour Pointe Business Park located at 11215 47th Ave W.; revise the Main Campus to remove the existing Building D and add a new 29,700 s.f. Building D located at 4517 Chennault Beach Road; and add Building K,which is 22,000 s.f., to Satellite Campus #2 located at 4708 Chennault Beach Road.

FILE NO.: DA-2019-001 PROPONENT: ElectroImpact

PROPOSAL NAME: ElectroImpact Development Agreement Amendment

ATTACHED IS:

X	Notice of Application	X	Project Narrative
X	Environmental Checklist prepared by Adam Clark dated April 12, 2019	X	Site Plan (Reduced)
X	Location Map	X	Land Use Permit Application
X	ElectroImpact – Master Development Agreement #2 prepared by David Evans and Associated, Inc. dated March 13, 2019	X	Traffic Impact Analysis Development Agreement Supplement fort ElectroImpact prepared by Lovell-Sauerland & Associated, Inc. dated November 2009
X	Amended Development Agreement		

NOTE: _____

_____

****

Please review this project as it relates to your area of concern and return your comments with this cover sheet by, Friday, June 28, 2019 to Linda Ritter, Senior Planner, City of Mukilteo, 11930 Cyrus Way, Mukilteo, WA 98275.

Linda Ritter 6-11-19

Linda Ritter
Senior Planner

Date

****

RESPONSE SECTION:

_____ Comments Attached _____ No Comments

COMMENTS: _____

_____

_____ _____
Signature Date

_____
Company

DO YOU WANT A COPY OF OUR NOTICE OF DECISION YES __ NO __

CITY OF MUKILTEO 11930 Cyrus Way Mukilteo, WA 98275 (425) 263-8000	**Notice of Application** **ElectroImpact Development Agreement Amendment** 4413 Chennault Beach Road

ElectroImpact applied for a Development Agreement with the City of Mukilteo on April 12, 2019. The application was determined complete on May 31, 2019.

Description of Proposal: Proposal by ElectroImpact to amend their existing Development Agreement (DA No. 2009-01, recorded in 2010 under AFN 201006300210) with the following changes:

- Add Satellite Campus #5, which includes lots 30, 31, 32 and 33 of the Harbour Pointe Business Park located at 11215 47th Ave W,
- Revise the Main Campus to remove the existing Building D and add a new 29,700 s.f. Building D located at 4517 Chennault Beach Road, and
- Add Building K,which is 22,000 s.f., to Satellite Campus #2 located at 4708 Chennault Beach Road.

Location of Proposal: 4503, 4517, 4708 and 4630 Chennault Beach Road; Harbour Pointe Sector 7 Business Park BLK 000 D-00 Lots 30, 31, 32 and 33, located at 11215 47th Av W.

Environmental Documents Prepared for the Proposal:

- Environmental Checklist prepared by Adam Clark dated April 12, 2019
- ElectroImpact – Master Development Agreement #2 prepared by David Evans and Associates, Inc. dated March 13, 2019
- Traffic Impact Analysis Development Agreement Supplement for ElectroImpact prepared by Lovell-Sauerland & Associated, Inc. dated November 2009
- Amended Development Agreement

List of Required Permits:

- Approval of Development Agreement by the Mukilteo City Council
- Any applicable State and Federal Permits

Applicable Policies and Requirements

The project will be reviewed for consistency with the following policies, standards and regulations:

- ☐ Possession Shores Master Plan
- ☒ Comprehensive Plan, Shoreline Master Plan
- ☒ International Building Code (2015 Edition)
- ☒ International Fire Code (2015 Edition)
- ☒ Sector Plan & Amendments
- ☒ Mukilteo Municipal Code
- ☒ City of Mukilteo Development Standards

Comment Period
This application and all supporting documents are available for public review at Mukilteo City Hall, 11930 Cyrus Way, Mukilteo WA 98275. (File No. DA-2019-001). The public is invited to submit written comments on the project to the Community Development Department at the above address **by 4:30 PM** on **Friday, June 28, 2019**.

The City will not act on this application until the end of the 14-day public comment period. Upon completion of project review, the proposed application will be administratively approved, approved with conditions, or denied. You may request a copy of the final decision on the project by making a written request to the City contact person named below.

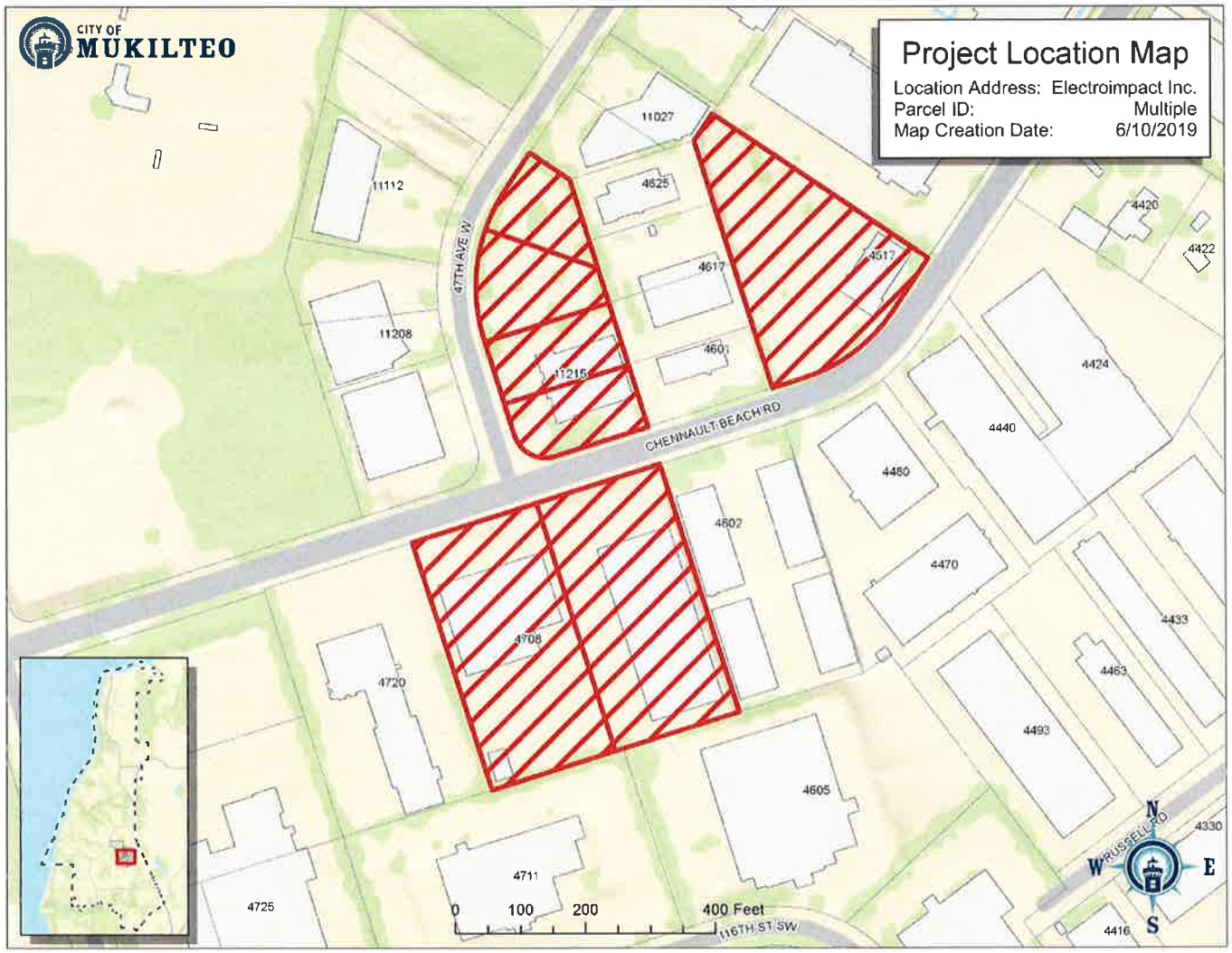
Public Hearing
The Mukilteo City Council will hold a public hearing where they will either approve, approve with conditions or deny the proposal. The date of the Council's public hearing has not yet been determined. You have the right to request notice of and to participate in the public hearing. If you want to receive notice of the hearing, you may make a written request to the City contact person named below.

Appeals
The final decision on this project is appealable to Superior Court. An appeal must be filed within 21 days after the final decision on the project is issued. Only parties of record may initiate an administrative appeal of a land use development permit application. Parties of record include the applicant, any person who testified at the open record hearing on the application (if a public hearing was held), and/or any person who submitted written comments concerning the application (excluding persons who have only signed petitions or mechanically produced form letters).

Staff Contact: Linda Ritter, Senior Planner (425) 263-8043

Email: lritter@mukilteowa.gov

Signature: Linda Ritter Date: 6-11-19
Linda Ritter, Senior Planner



Location Map

Date Issued: Friday, June 14, 2019
Date Advertised: Friday, June 14, 2019
End Comment Period: Friday, June 28, 2019

pc:	Applicant/Representative	CDD Director	Property File
	Reviewing Agencies	Permit Services Assistants (2)	Property Owners (300')
	Interested Parties		

O:\Dev Review\2019\DEVELOPMENT AGREEMENT\DEV-2019-001 4413 Chennault Beach Road\NOA.docx

DA-2019-001

CITY OF MUKILTEO

11930 Cyrus Way Mukilteo, WA 98275
Fax (425) 212-2068

Date stamp
RECEIVED
APR 12 2019
CITY OF MUKILTEO

Land Use Permit Application

PPR # DA-2019-001
SEPA #
Misc #

Applicant: Adam Clark - 2812 architecture
Address: 2812 Colby Avenue Everett WA 98201
Phone: (425) 252-2153

Owner: Jim Thompson - Electrampact
Address: 4413 Chennault Beach Rd. Mukilteo WA 98275
Phone: (206) 300-1204

Project Address: 4413 Chennault Beach Rd.

Legal Description of Property:

Key Contact Person: Adam Clark
Phone: (425) 252-2153
Fax: adam@2812architecture.com

Project Type:

- ☐ Commercial
- ☐ Multi-Family
- ☐ Industrial
- ☐ Shoreline* (JARPA)
- ☐ Conditional Use*
- ☐ Variance*
- ☐ Preliminary Subdivision*
- ☐ Final Subdivision*
- ☐ Preliminary Short Plat*
- ☐ Final Short Plat*
- ☐ Sector Plan Amendment
- ☐ Waterfront Development
- ☐ Single Family Residence
- ☐ Special Use Permit*
- ☐ Reasonable Use
- ☐ Lot Line Adjustment*
- ☐ Grading*
- ☐ Binding Site Plan
- ☐ Project Rezone
- ☒ Other, Specify DEVELOPMENT AGREEMENT

* Need to fill out supplemental application form with project.

Project Resume:

Existing Use: Industrial
Proposed Use: Industrial
Total Site Area:
Water District: Mukilteo
Building Foot Print Area:
Sewer District: Mukilteo
Lot Coverage:
# of Proposed Units:
No. of Parking Stalls Provided:
Building Height:
Comp Plan Designation:
Zoning:
Gross Floor Area by Uses:

Electric Vehicle Charging Units Provided: Yes ____ No____ If Yes, How Many? ____

Solar Panels being installed: Yes ____ No.____ If Yes, How Many

Pre-application Meeting Held: (Y/N; date)

The information given is said to be true under the penalty of perjury by the laws of the State of Washington.

Applicant/Authorized Agent Signature — **Date** 12 APR 19

Owners Signature — **Date** 20190412

April 25, 2019

Electroimpact Development Agreement Narrative

The existing development agreement between the City of Mukilteo and Electroimpact Inc. is proposed to be modified to add Lots 30, 31, 32, and 33 of the Harbour Pointe Business Park and further develop two existing owned parcels, Lot 8 and also Lots 12 and 13 of the Puget Acres Development to the existing Development Agreement. The purpose of this amendment is to take into account the new lots, new construction and/or tenant improvements, or changes in use to the buildings since the original Development Agreement was adopted.

The addition of Lots 30, 31, 32, and 33 of the Harbour Pointe Business Park involves bringing these recently purchased properties into the agreement.

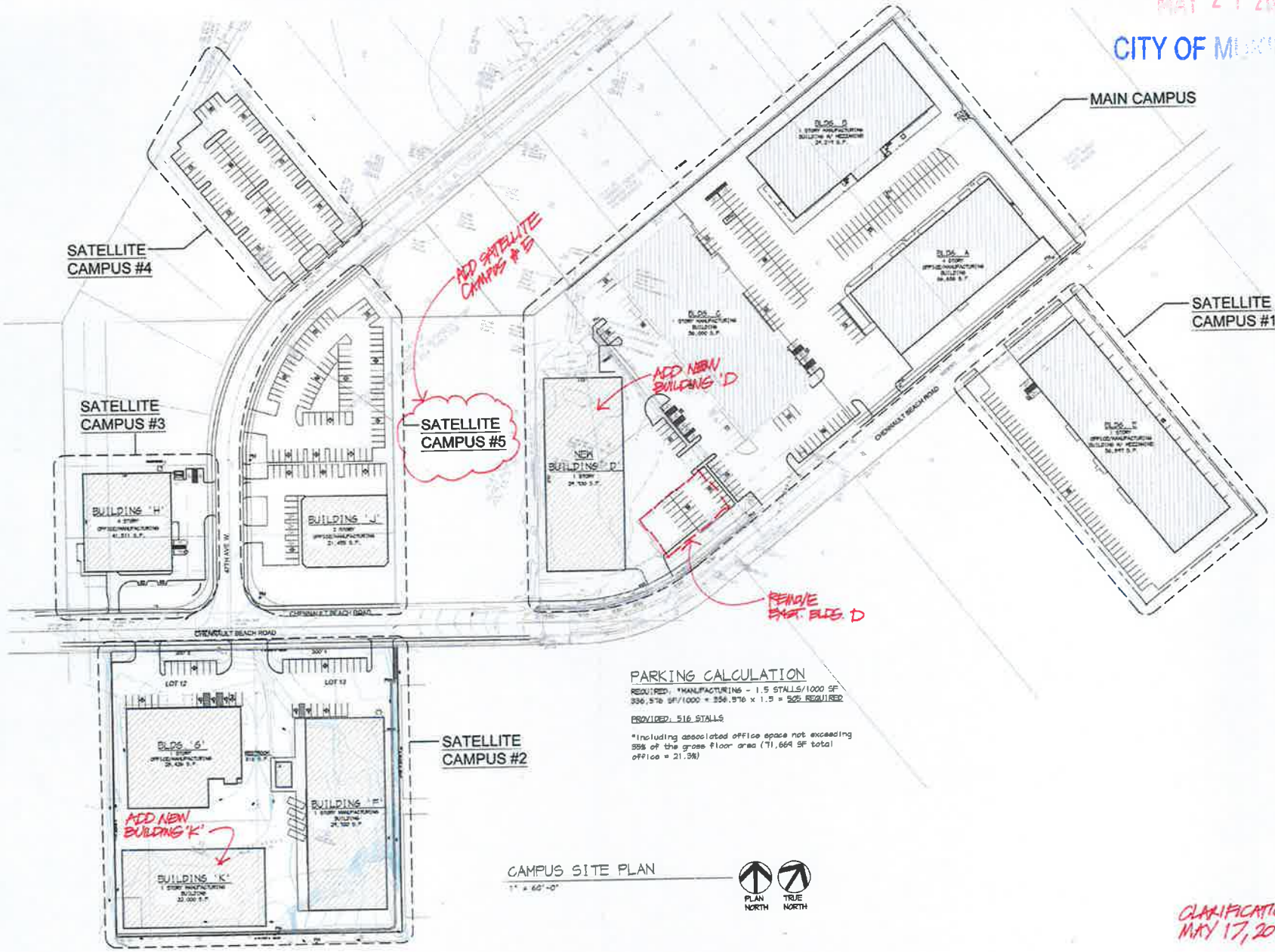
The development of Lot 8 deals with the removal of the existing building D and reconstructing a new larger building D on the property.

The development of lots 12 and 13 consists of the addition of building K on the property.

2812 Colby Avenue
P (425)252-2153

Everett WA 98201
www.2812architecture.com

RECEIVED
MAY 21 2019
CITY OF MUKILTEO



PARKING CALCULATION

REQUIRED: *MANUFACTURING - 1.5 STALLS/1000 SF
336,576 SF/1000 = 336.576 x 1.5 = 505 REQUIRED

PROVIDED: 516 STALLS

*Including associated office space not exceeding 55% of the gross floor area (71,664 SF total office = 21.3%)

CAMPUS SITE PLAN
1" = 60'-0"

PLAN NORTH
TRUE NORTH

CLARIFICATION PLAN
MAY 17, 2019

Date:	For:
12 APR '19	DA SUBMITTAL

REGISTERED ARCHITECT
JOHN R. CLARK
STATE OF WASHINGTON

2812 Colby Avenue
Everett, WA 98201
(425) 252-2153 p
www.2812architecture.com

2012 ARCHITECTURE

A Master Plan for:
ELECTROIMPACT INC.
Chennault Beach Road and 47th Avenue West
Mukilteo, Washington

CAMPUS SITE PLAN

Drawing:
A1.1

18c-4038

RECEIVED
MAY 21 2018
CITY OF MUKILTEO

Return Address

City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275

Document Title(s) (or transactions contained therein):

1. Electroimpact, Inc. Master Plan Development Agreement

Reference Number(s) of Documents assigned or released:

(on page ___ of documents(s)

Grantor(s) (Last name first, then first name and initials):

1. Electroimpact, Inc.

Grantee(s) (Last name first, then first name and initials):

1. City of Mukilteo

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Section 21 Township 28 Range 4 Quarter SE

Full legal is on Exhibit A of document.

Assessor's Property Tax Parcel/Account Numbers

00548700000800
00548700000500
00548700000700
00548700001200
00548700001300
00548700001901
00715100002200
00715100002300
00715100002800
00715100002900
00715100003000
00715100003100
00715100003200
00715100003300

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") between THE CITY OF MUKILTEO, a Washington municipal corporation ("City"), and ELECTROIMPACT, INC. a Washington corporation ("Owner"), is entered into pursuant to the authority of RCW 36.70B.170 through .210, under which a local government may enter into a development agreement with a entities having ownership or control of real property within its jurisdiction.

RECITALS:

A. The "Property" consists of certain real property located in the City of Mukilteo, Snohomish County, Washington, and more particularly described on Exhibit A, located at 4413, 4503, 4517, 4708, 4630 and 4408 Chennault Beach Road; Harbour Pointe Sector 7 Business Park BLK 000 D-00 Lots 22, 23, 28, ~~&~~ 29, 30, 31, 32 and 33, located at 11108, 11216 and 11215 47th Av W.~~:~~

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B. The Property is depicted on Exhibit B and includes approximately 21.8~~0~~ acres of land.

C. The Owner owns several parcels of land that have been purchased over the years to create the Electroimpact Business Campus.

D. The Owner would like to amend the existing ~~create a~~ Master Plan for their property that includes land use and build out scenarios that can be relied upon to make future business decisions associated with the growth and/or development of the company referred to as Electroimpact.

E. In order to create the envisioned Master Plan, the parties have agreed to enter into this Development Agreement which sets forth the standards for land uses and development standards applicable to future industrial development of the Property.

~~F. After a public hearing, by Ordinance No. 1249, the City Council authorized the Mayor to execute this Development Agreement.~~

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AGREEMENT

1. DEFINITIONS

"Administrative Modifications" means those modifications to the potential development that may be undertaken administratively pursuant to the standards and procedures set forth in Section 3.11.2.

"Agreement" means this development agreement for the potential development entered into by Owner and City.

"Applicant" means any person or entity submitting an application for an Implementing Approval.

"City" means the City of Mukilteo, a code city.

"Development Area" means the Property depicted on Exhibit B authorized for the uses and other Development Standards as set forth in this Agreement.

"Development Standards" mean, collectively, the development and design standards, mitigation measures and other conditions of Development set forth in the Mukilteo Municipal Code or as amended by this Agreement and the Exhibits hereto.

"Effective Date" means the date of this Agreement's execution.

"Extended Buildout Period" means the automatic three-year extension during which this Agreement will remain in effect in addition to the Initial Buildout Period, so long as Owner submits application for an Implementing Approval within the Initial Buildout Period.

"GSF or gsf" means gross square footage.

"Implementing Approvals" means land use approvals or permits subsequent to execution of this Agreement that implement or otherwise are consistent with this Agreement, as it may be amended from time to time, including but not limited to binding site plans, lot line adjustments, site development permits, building permits, grading and other site clearing approvals and installation of infrastructure.

"Initial Buildout Period" means the 20-year period during which this Agreement shall remain in effect pursuant to the terms of Section 2.2 of this Agreement, provided that the Initial Buildout Period shall be tolled by any appeals of this Agreement, the Land Use Approvals or specific Implementing Approvals.

"Major Modification" means those modifications of the potential development requiring City Council approval.

"Owner" means Electroimpact, Inc., and its successors and assignees who are designated to exercise Owner's rights with respect to all or specified portions of the Property by written recorded instrument.

"Potential Development" means the development of the Property for the allowed uses, including mitigation required as a condition of this Agreement, subject to the development regulations associated with the Light Industrial zoning district and Development Standards and on the other terms, standards, and conditions set forth in this Agreement.

"Property" means the Owner's parcels as described and shown in Exhibit A and Exhibit B.

"Transferee" means a successor owner or assign of individual parcels of the Property.

2. SCOPE OF DEVELOPMENT AGREEMENT

2.1 Applicability

This Agreement applies to the development activities associated with the Electroimpact Business Campus including:

2.1.1 Main Campus: Lots 5-8 of Puget Acres totaling approximately 7.22 acres in size and houses the business headquarters.

2.1.2 Satellite Campus: Lots 12 and 13 of Puget Acres totaling approximately 3.67 acres.

2.1.3 Building E Puget Acres BLK 000 D-01 lot 19 approximately 1.83 acres.

2.1.4 Building H – Harbour Pointe Sector 07 Business Park BLK 000 D-00 Lots 22, 23, 28 and 29 totaling approximately 1.81 acres.

2.1.5 Building J - Harbour Pointe Sector 07 Business Park BLK 000 D-00 Lots 30, 31, 32 and 33 totaling approximately 1.79 acres.

2.2 Term; Vesting Period; Termination

2.2.1 This Agreement shall govern Potential Development and all Implementing Approvals submitted to the City within the Initial Buildout Period and Extended Buildout Period, unless modified pursuant to Section 3.11 or Exhibit H below.

2.2.2 So long as the Owner submits an application for an Implementing Approval within the Initial Buildout Period, Owner shall be entitled to an additional automatic three (3) year Extended Buildout Period, during which time this Agreement shall remain in effect. Mukilteo land use regulations applicable to development of the Property shall be those regulations in effect on this Agreement's Effective Date. Notwithstanding the foregoing, Owner may at any time request City approval, which approval shall not be unreasonably withheld, to use Code provisions or other City regulations or standards adopted after the execution of this Agreement as an alternative to the Development Standards.

2.2.3 The development standards set forth in this Agreement shall continue to apply to all applications for Implementing Approvals submitted for the project after expiration of the Buildout Period, except that either party may terminate this Agreement and the zoning and development regulations may be modified as provided below.

- **City Notice**. The City's notice of termination shall use the same notice and hearing procedures which would apply to a rezone of the Property. The City shall mail notice to the Owner and to any groups which the City in its sole discretion determines should receive notice, but the failure to provide notice pursuant to this sentence shall not affect the validity of the City's termination notice using rezone procedures nor subject the City to any liability.

- **Owner Notice.** Notice of termination may be provided by Owner(s) owning 50% (by acreage) of the portion of the Property for which termination is sought. Notice shall be delivered to the City and to all Owners of this Agreement. Upon such adoption, this Agreement shall

terminate for that portion of the Property for which termination is sought and thereafter the Property (or portion thereof for which this Agreement has been terminated) shall be governed by the adopted City zoning and related development regulations.

3. DEVELOPMENT STANDARDS.

The following shall constitute the development and design standards, mitigation measures and other conditions of development of the Project as provided in this Agreement (collectively "Development Standards"):

3.1 Maximum Buildout. The maximum building square footage on the Property shall not exceed 1,75~~50~~,000 gsf on the Main Campus and 1,75~~00~~,000 gsf on the Satellite Campuses.

3.2 Permitted Land Uses. The Property is zoned Light Industrial. Permitted land uses are set forth in Exhibit C and Mukilteo Municipal Code, Chapter 17.16 Permitted Uses, subject to the limitations of the Maximum Buildout and other provisions of this agreement.

3.3 Bulk Standards. The Property is zoned Light Industrial. The bulk regulations are set forth in Exhibit D, subject to other provisions of this Agreement.

3.4 Critical Area Regulations. Both the Main and Satellite Campus properties have been reviewed for critical areas and there are no wetlands, streams or steep slopes on either of the properties. Therefore development of the property is exempt from the City's critical area regulations.

3.5 Building and Landscape Design Standards. The building design standards are set forth in Exhibit D.

3.6 Roadway and Internal Isle Design Standards. The roadway design standards are set forth in Exhibit E.

3.7 Surface Water Drainage System Standards. The drainage standards are set forth in Exhibit F.

3.8 Standards in this Agreement Modify and Supersede other Regulations To the extent this Agreement establishes Development Standards covering a certain subject, element or condition in a way that conflicts or modifies other regulations, then the Project shall be governed by the Development Standards in this Agreement.

3.9 Standards Beyond this Agreement. To the extent this Agreement does not establish or incorporate Development Standards covering a certain subject, element or condition, then the Project shall be governed by those development land use control ordinances and regulations in effect upon the date of a permit or land use application.

3.11 Flexibility and Modification of Development Standards. The uses and development Standards within this Agreement provide the desired initial

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definition and certainty for development. However, the parties acknowledge modifications to the Potential Development will occur during the Term to achieve a number of Flexibility Objectives, including incorporation of new information; response to changing business needs; encouragement of modifications that provide comparable benefit or functional equivalents with no significant reduction in public benefits. The Potential Development, including Development Standards, may be modified to achieve the Flexibility Objectives under the standards and procedures set forth in Exhibit G.

3.11.1 Permitted Modifications to Protect Health or Safety After notice, a public hearing and adoption of findings, the City Council may modify one or more Development Standards during the Term, to the extent required by a serious threat to the public health or safety. Notwithstanding the foregoing, the International Building Code, International Fire Code and other construction codes in effect on the date of a building permit application or other construction application within the Potential Development shall apply, except no Code changes after the date of this Agreement shall require retrofitting or modification of utilities, facilities or other infrastructure which were installed in accordance with this Agreement unless such retrofitting or modifications are required by a serious threat to the public health and safety.

3.11.2 Administrative Minor Modifications Upon Owner's request, Administrative Minor Modifications to the Standards may be authorized by the Director of Planning and Community Development. Minor modifications are those determined by the Director to be functionally equivalent to the provisions of the Agreement or are minor in nature. The Director shall verify Applicant's elections or modifications and verify that no other City-regulated feature has been significantly affected by the modification.

The Director may approve, approve with conditions or deny the requested Administrative Minor Modification based upon the proposed modification's consistency the intent of this agreement. No separate variance procedures or other revision procedures, including no variances under the zoning or road portions of the City Code, shall apply.

Notwithstanding the foregoing, the Director may circulate the requested modification to appropriate City departments and officials for review and comment and may provide public notice and opportunity to comment using one or more of the noticing options of MMC 17.13. The Director may impose reasonable conditions as part of the approval of an Administrative Minor Modification where such conditions are necessary to mitigate impacts directly related to the proposed modification. Approved Minor Modifications may be set forth in writing or incorporated through appropriate revisions or notations on approved plans. The City shall maintain a cumulative list of all approved Administrative Minor Modifications. The decision by the Director on any requested

Administrative Minor Modification shall be subject to one open record appeal to the Hearing Examiner.

3.11.3 Major Modifications Upon request by the applicant and if the Director finds the request should be considered, the City Council shall review Major Modifications. Major modifications include:

- Increase in buildable area
- Change in parking requirements associated with increased building area
- Any other change that does not qualify or was denied as an Administrative Minor Modification.

The City shall consider Major Modifications as an amendment of this Development Agreement using procedures consistent with RCW 36.70B.200.

4. POLICE, FIRE AND EMERGENCY SERVICES

The City shall provide police, fire and emergency services to the Project.

5. UTILITIES

Owner shall install sanitary sewer, water, electricity, natural gas and other utility collection and distribution facilities to serve the Potential Development pursuant to the terms and standards of the utility purveyor designated to serve the Potential Development. All utilities shall be underground to the extent physically feasible with the exception of stormwater pond(s) or vault release conveyance pipes and appurtenances. Overhead power lines shall not be permitted within the Potential Development.

6. MAINTENANCE OF ROADWAYS

Owner or Association shall maintain private shared-use drive isles / driveways associated with the development of the Property.

7. ENVIRONMENTAL REVIEW

7.1 SEPA Review of Potential Development The SEPA checklist ("SEPA Checklist") prepared in support of this Agreement analyzes the impacts associated with the City's review and approval of Maximum Buildout. The City has reviewed the SEPA Checklist and conducted additional environmental analysis prior to issuing its threshold determination and issued a Mitigated Determination of Nonsignificance ("MDNS") for the Potential Development on April 28, 2010.

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7.2 DNS Shall Constitute SEPA Review for Implementing Approvals and Modifications to the Fullest Extent Possible

The parties intend that the DNS shall constitute SEPA compliance to the fullest extent possible for all Implementing Approvals and requested modifications under this Agreement. To the extent individual Implementing Approvals or requests for modifications to Development Standards generate environmental impacts different than those addressed in the DNS, additional environmental review may be required. An addendum, supplemental environmental review, or other mitigation measures beyond those set forth in this Agreement will be required by

the City only to the extent an Implementing Approval or requested modification is outside the Potential Development Envelope and governing Development Standards, or if substantial changes or new information related to unmitigated impacts occur. The City's determinations regarding SEPA compliance for individual Implementing Approvals will take into account the previous environmental documents applicable to Property including but not limited to those documents listed on the SEPA checklist.

8. **MITIGATION.** The transportation mitigation standards are set forth in Exhibit E, Roadway and Access Requirements.

9. **GENERAL PROVISIONS**

9.1 Governing Law This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

9.2 Binding on Successors This Agreement shall be binding upon and vest to the benefit of Owner and the City and their respective successors and assigns.

9.3 Recording This Agreement shall be recorded against the Property as a covenant running with the land and shall be binding on Owner, its successors and assigns.

9.4 Authority; Severability

9.4.1 Authority The City and Owner represent and warrant they have the respective power and authority, and are duly authorized to execute, deliver and perform all obligations under this Agreement.

9.4.2 Severability If any provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

9.5 Amendment The Potential Development and Development Standards may be modified as provided in Section 3.11, which shall not constitute amendments of this Agreement except for "Major Modifications" as that term is defined. Major Modifications shall constitute amendments to this Agreement only as to the parcel(s) that is the subject of the Major Modification, provided the amendment reflecting the Major Modification is signed by the City and the owner of the parcel(s) that is the subject of the Major Modification, and recorded against the parcel(s) as a covenant running with the land. This Agreement shall not otherwise be modified or amended without the express written approval of the City and Owners.

9.6 Exhibits and Appendices Exhibits A through G are incorporated herein by this reference as if fully set forth.

9.7 Time of Essence Time is of the essence in this Agreement and in every provision hereof. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

9.8 Default and Remedies

9.8.1 Conference In the event of any dispute relating to this Agreement, each party upon the request of any other party shall meet within seven (7) days in good faith to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the City shall send department director(s) and all City employees or contractors with information relating to the dispute, and (b) Owner shall send an owner's representative and any Owner consultant with technical information or expertise related to the dispute.

9.8.2 Default and Remedies No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) days after written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party (or the substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs.

9.8.3 Relief Against Defaulting Party or Portion of Property In recognition of Owner's anticipated sale(s) of portions of the Property to others to own, develop and/or occupy, the remedies under this Agreement shall be tailored to the portions of the Property or particular parties as provided herein. After the transfer of portions of the Property, any claimed default shall relate as specifically as possible to the portion of the Property involved and any remedy against any party shall be limited to the extent possible to the owners of such portion of the Property. To the extent possible, the City shall seek only those remedies that do not adversely affect the rights, duties or obligations of any other non-defaulting owner of portions of the Property under this Agreement, and shall seek to utilize the severability provisions set forth in this Agreement. The City shall have no liability to any person or party for any damages, costs or attorneys' fees under this subsection so long as the City exercises reasonable and good faith judgment in seeking remedies against the appropriate parties or portions of the Property.

9.9 Dispute Resolution This Section shall govern any disagreements between the City and the Owner over (a) any proposal by the City to revise Development Standards under Section 3.11.1 based upon its determination that a serious threat to public health or safety exists, and (b) disputes over modification of this agreement after a court determination of invalidity under Section 9.4.2. The

parties agree to settle the dispute over these matters by arbitration by a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. To provide an expeditious and fair process, the parties shall meet in good faith to settle the dispute within 10 days after either party requests such a meeting or within 45 days after a court ruling under Section 9.4.2. The parties during said meeting will also seek to agree upon a single arbitrator if the parties do not voluntarily settle the dispute. If the parties cannot agree on a single arbitrator, then the arbitration will be referred to the JAMS/ENDISPUTE in Seattle, Washington, but if Jams is not in existence or not able to hear the matter, then either the City or the Owner may apply to the Washington Superior Court for an appointment of a single arbitrator pursuant to RCW 7.04.050. The arbitrator shall establish the procedures and allow presentation of written and oral information, but shall render its final decision within thirty (30) days after the matter is referred to arbitration. The parties shall pay equally the cost of arbitration, but each party shall pay its own attorney's fees. The arbitrator's decision shall be in writing and specifically find (a) whether or not the criteria for modifying development regulations are present under Section 3.1, or (b) what modifications implement the parties' intent consistent with the court invalidation decision under Section 9.4.2. Dispute resolution on the subjects covered by this Section 9.9 is the exclusive remedy of the parties, and the City shall have no liability for damages if dispute resolution is complied with under this Section 9.4.2.

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9.10 No Third Party This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.11 Notice All communications, notices and demands of any kind which a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, (ii) sent by facsimile transmission with an additional copy mailed first class, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Attn: Mayor's Office
Phone: (425) 263-8000
Fax: (425) 212-2068

with a copy to:
Ogden Murphy & Wallace
2100 Westlake Center Tower
1601 Fifth Avenue
Seattle, WA 98101
Attn: Angela Belbeck
Fax: (206) 447-0215

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If to Owner: Dr. Peter Zieve
Electroimpact, Inc.
4413 Chennault Beach Road
Mukilteo, WA 98275
(425) 609-4889

with a copy to: Mr. ~~Walt Roestel~~Jim Thompson
4413 Chennault Beach Road
Mukilteo, WA 98275
(425) 609-4935

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered 48 hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

9.13 Other Agreements To the extent that any provision of this Agreement is inconsistent with prior agreements between Owner or its predecessor in interest and the City, this Agreement shall supersede the inconsistent term.

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed this _____ day of _____, 201~~0~~5.

THE CITY OF MUKILTEO

By: _____
Mayor Jennifer Gregerson

_____

_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ELECTROIMPACT, INC.

By: _____
Its: President

Print Name: Peter Zieve

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that PETER ZIEVE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PRESIDENT of ELECTROIMPACT, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

_____
Printed:_____
NOTARY PUBLIC in and for Washington
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that ~~JOE MARINE~~Jennifer Gregerson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MAYOR of THE CITY OF MUKILTEO, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
Printed:_____
NOTARY PUBLIC in and for Washington
My appointment expires:_____

EXHIBIT A
to Development Agreement

Addresses, Parcel Numbers and Legal Descriptions of Subject Properties

Parcel A: Main Campus (Approximately 7.22 acres)

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
4413 Chennault Beach Road	AFN 00548700000500	BLK 000 D-00; Lots 5-6 Puget Acres
4503 Chennault Beach Road	AFN 00548700000700	BLK 000 D-00; Lot 7 Puget Acres
4517 Chennault Beach Road	AFN 00548700000800	BLK 000 D-00; Lot 8 Puget Acres

Parcel B: Satellite 1 Campus (Approximately 1.83 acres)

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
4408 Chennault Beach Road	AFN 00548700001901	BLK 000 D-01; Lot 19 Puget Acres

Parcel ~~B~~C: Satellite ~~1~~ 2 Campus (Approximately 3.67 acres)

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
4708 Chennault Beach Road	AFN 00548700001200	BLK 000 D-00; Lot 12 Puget Acres

4630 Chennault Beach Road	AFN 00548700001300	BLK 000 D-00; Lot 13 Puget Acres

~~Parcel C: Satellite 2 Campus (Approximately 1.83 acres)~~

~~Section 21 Township 28 Range 4 Quarter SE~~

~~ADDRESS~~	~~PARCEL NUMBER~~	~~LEGAL DESCRIPTION~~
~~4408 Chennault Beach Road~~	~~AFN 00548700001901~~	~~BLK 000 D-01; Lot 19 Puget Acres~~

Parcel D: Satellite 3 (Approximately ~~1.8~~0.91acres)

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
~~UNKNOWN~~11108 47th Av W	~~AFN 00715100002200~~	~~BLK 000 D-00; Lot 22 Harbour Pointe Sector 07 Business park~~
~~11108 47th Av W~~UNKNOWN	~~AFN 00715100002300~~	~~BLK 000 D-00; Lot 23 Harbour Pointe Sector 07 Business park~~
~~UNKNOWN~~11216 47th Av W	AFN 00715100002800	BLK 000 D-00; Lot 28 Harbour Pointe Sector 07 Business park
~~11216 47th Av W~~UNKNOWN	~~AFN 00715100002900~~	~~BLK 000 D-00; Lot 29 Harbour Pointe Sector 07 Business park~~

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Parcel E: Satellite 4 (Approximately 0.90 acres)

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
11108 47th Av W	AFN 00715100002200	BLK 000 D-00; Lot 22 Harbour Pointe Sector 07 Business park
11108 47th Av W	AFN 00715100002300	BLK 000 D-00; Lot 23 Harbour Pointe Sector 07 Business park

Parcel EF: Satellite 45 (Approximately 1.79 acres)

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
11215 47th Av W	AFN 00715100003000	BLK 000 D-00; Lot 30 Harbour Pointe Sector 07 Business park
11215 47th Av W	AFN 00715100003100	BLK 000 D-00; Lot 31 Harbour Pointe Sector 07 Business park
11215 47th Av W	AFN 00715100003200	BLK 000 D-00; Lot 32 Harbour Pointe Sector 07 Business park
11215 47th Av W	AFN 00715100003300	BLK 000 D-00; Lot 33 Harbour Pointe Sector 07 Business park

EXHIBIT B
to Development Agreement

MAPS OF PROPERTY

The original property map (Exhibit B) diagram is on file at Mukilteo City Hall under file number DA 2009-01. Mukilteo City Hall is located at 11930 Cyrus Way, Mukilteo, WA 98275.

Legal Description:

Lots 5-8, ~~and~~ 12, ~~and~~ 13 and 19 of Puget Acres

Lots 22, 23, 28, ~~and~~ 29, 30, 31, 32 and 33 of Harbour Pointe Sector 07

B.2 ELECTROIMPACT

FULL CAMPUS LAYOUT PLAN

The original full campus layout plan (Exhibit B.2) diagram is on file at Mukilteo City Hall under file number DA 2009-01. Mukilteo City Hall is located at 11930 Cyrus Way, Mukilteo, WA 98275.

Add layouts ~~for new properties.~~

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B.3 ELECTROIMPACT

MAIN CAMPUS LAYOUT PLAN

The original main campus layout plan (Exhibit B.3) diagram is on file at Mukilteo City Hall under file number DA 2009-01. Mukilteo City Hall is located at 11930 Cyrus Way, Mukilteo, WA 98275.

~~Add layouts for extra building on Lot 8.~~

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B.4 ELECTROIMPACT

SATELLITE CAMPUS LAYOUT PLANS

The original satellite campus layout plan (Exhibit B.4) diagram is on file at Mukilteo City Hall under file number DA 2009-01. Mukilteo City Hall is located at 11930 Cyrus Way, Mukilteo, WA 98275.

~~B.5 ELECTROIMPACT~~

~~ELECTRICAL BUILDING ANNEX LAYOUT~~

~~The original main campus layout plan (Exhibit B.3) diagram is on file at Mukilteo City Hall under file number DA 2009-01. Mukilteo City Hall is located at 11930 Cyrus Way, Mukilteo, WA 98275.~~

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~~B.6 ELECTROIMPACT~~

~~BLDG H SATELLITE LAYOUT PLAN~~

~~The original main campus layout plan (Exhibit B.3) diagram is on file at Mukilteo City Hall under file number DA 2009-01. Mukilteo City Hall is located at 11930 Cyrus Way, Mukilteo, WA 98275.~~

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EXHIBIT C
to Development Agreement

PERMITTED INDUSTRIAL LAND USES

This Development Agreement makes no changes to the permitted and conditional uses as allowed in the Light Industrial zoning district per Mukilteo Municipal Code, Chapter 17.16 Permitted Uses.

All future proposals shall comply with the Permitted Use Matrix and Footnotes as outlined in MMC 17.16.040 and MMC 17.16.040(B) as currently adopted or as amended in the future.

EXHIBIT D
to Development Agreement

BULK MATRIX AND BUILDING DESIGN STANDARDS

Table D.1 establishes standards for setbacks, lot size and coverage, and building height for construction of new industrial structures on the the Property subject to the applicable reference notes in MMC 17.20.020B.

Table D.1 Bulk Matrix

Maximum Building Height	65' Except appurtenances such as stairwells, mechanical equipment, and elevator shafts may exceed the maximum building height by no more than ten feet.	Harbour Pointe Sector 07 Business Park
Minimum Lot Area	None	
Minimum Lot Width	None	
at Setback Line	None	
at Lot Line	None	
Minimum Average Lot Depth	None	
Minimum Setbacks		
Front	25'	50' on Chennault Beach Rd.
Side - Interior	IBC	
Side – Corner	25'	
Rear	IBC	
Maximum Lot Coverage	None	
Maximum Impervious Area	90%	

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D.2 Setbacks from Easements

Structures shall be set back at least ten (10) feet from the boundary lines of any easement designated for access or ingress/egress, and five (5) feet from the boundary lines of all other easements as measured from any point of the structure. The Setback Exceptions in D.3 below is applicable to the Setbacks from Easements herein noted. There are no required setbacks from general easements without designated boundaries.

D.3 Setback Exceptions.

D.3.1 Retaining walls may be constructed in required setbacks so long as Fire and Emergency Vehicle access is maintained at all time.

D.4 Design Standards

D.4.1 All utility vaults or boxes shall be screened as practicable. Hedges or screening vegetation should be used on three sides. Exposed pipes, such as gas pipes, must have a decorative enclosure that fits over them.

D.5 Fences & Hedges

Fences and freestanding walls shall conform to the standards established in MMC 17.20.080 – Fences and freestanding walls, or as amended, in affect at the time of building permit application.

D.6 Landscaping

D.6.1 The following landscaping types and amounts shall be provided:

AREA	LOCATION	LANDSCAPE TYPE
A	Street Frontage Along Chennault Beach Road at Parking Areas	5 feet of Type III
B	Between Right-of-Way and Buildings (if no parking in front)	10 feet of Type III
	Exterior Property Lines (not interior /common property lines)	3 feet of Type III
	Outside Waste Receptacles	Type I or 5feet of Type II
	Parking Lots:	
A	Along Chennault Beach Road	5 feet of Type III and no parking stall shall be located more than 45 feet from a landscaped island.
A	Large Shared Parking Lot on the Main Campus (Next to Western Property Line)	Type III, ornamental landscaping; and 10% of the parking lot shall be landscaped; and No parking stall shall be located more than 45 feet from a landscaped island; and Landscape islands shall not be less than 50 square feet. ~~Type III, ornamental landscaping; and~~ ~~10% of the parking lot shall be landscaped; and~~ ~~No parking stall shall be located more than 45 feet from a~~

Commented [JT4]: We don't comply with this currently, and I don't want to agree to this in the amendment and then obligate Electroimpact to put in landscape islands in our main parking lot.

Commented [JT5]: We don't comply with this currently, and I don't want to agree to this in the amendment and then obligate Electroimpact to put in landscape islands in our main parking lot.

		~~landscaped island; and~~ ~~Landscape islands shall not be less than 50 square feet.~~
C	Along the sides of buildings	3 feet of Type III perimeter landscaping along property lines; no parking lot landscaping is required.
D	Behind Buildings; not visible from Chennault Beach Road	3 feet of Type III perimeter landscaping along property lines; no parking lot landscaping is required.

Type I: Sight obscuring fence a minimum of six feet in height constructed to form a sight-obscuring screen.

Type II: Planted sight-obscuring screen a minimum of five feet in height and consist of plant materials spaced for form a sight-obscuring screen.

Type III: Ornamental landscaping consisting of a combination of trees, shrubs and other materials and designed to improve the appearance of the development but not obscure.

D.6.2 Plants used for the required landscaping shall be of the following minimum sizes:

D.6.2.1 Plant Sizes for Streetscape Landscape along Chennault Beach Road:

- Ground-covers – minimum 4 inch pots planted to achieve 90% coverage within 3 years.
- Shrubs – 24-inch height for required shrubs
- Street Trees - 2 -1/2 inch caliper; 25-30 feet on-center

D.6.2.2 Plant Sizes for all Parking Lot Areas:

- Ground-covers – 4 inch pot with 12 inch spacing or 1 gallon pot with 18 inch spacing;
- Shrubs – 18-inch height or spread such that there is no gap between the shrubbery within 2 years.
- Deciduous Trees – 2-inch caliper
- Evergreen Trees – 6-8 feet in height.

D.7 Diagram of Landscaping Standards

The original diagram of landscaping standards (Exhibit D.7 – Diagram of Landscaping Standards) is on file at Mukilteo City Hall under file number DA 2009-01. Mukilteo City Hall is located at 11930 Cyrus Way, Mukilteo, WA 98275.

D.8 Number and location of Parking Stalls

The required number of off street and accessible parking spaces shall be provided per MMC 17.56 with the following exceptions:

- The number of compact stalls may be increased to 50%.
- The number of required parking spaced may be reduced by 25% if the owner participates in a commute reduction program. Evidence of the program must be submitted to the City to qualify for the reduction.
- A shared parking lot may be proposed so long as shared parking and access agreements are recorded with County against the property to ensure that there are sufficient number of parking spaces available to the various buildings within the entire Master Plan.

D.9 Parking Lot Surfacing Requirements

All parking lot areas have been built out and are surfaced per MMC17.56. ~~All parking lot areas shall be paved and stripped per MMC 17.56 with the exception that the building pad area shown for "Future Building B" on the Main Campus may be compacted with gravel or other hard surface that does not generate dust. Wheel stops shall be used to delineate parking stalls in the non-paved areas. Use of LID techniques such as pavers or pervious concrete is encouraged.~~

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Parking areas shall be built out according to this Agreement as development occurs or as needed by growth of the company.

D.9 Exterior Lighting

Exterior lighting shall be:

D.7.1 Shielded to prevent glare on adjacent rights-of-way and properties.

D.7.2 Down lit (i.e. for landscaping and common areas).

D.10 Fire Requirements for Buildings

D.10.1 Buildings exceeding three stories or 30 feet in height.

Buildings or facilities exceeding 30 feet or three stories in height shall have at least three means of fire apparatus access for each structure.

D.10.2 Buildings exceeding 62,000 square feet in area.

Buildings or facilities having a gross building area of more than 62,000 square feet shall be provided with two separate and approved fire apparatus access roads. Exception: Projects having a gross building area of up to 124,000

square feet that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.

D.10.3 All development applications shall meet or exceed the IFC requirements for fire hydrants, including but not limited to, their location, spacing, fire flow and design specifications as required for the type of development with regard to distances to structures.

D.10.4 It is probable development provided for by this agreement will require the installation of fire hydrants and/or fire protection sprinklers for new structures in order to comply with the IFC.

EXHIBIT E
to Development Agreement

ROADWAY and ACCESS REQUIREMENTS

This Exhibit sets forth the standards for the roadways serving the development

E.1 Public Street Frontage

Electroimpact has completed the required frontage improvements along Chennault Beach Road. No additional off-site improvements will be required with the build out of the property under this Development Agreement.

E.2 Internal Access

Areas designated for Fire Apparatus Access pursuant to the International Fire Code (IFC) shall meet or exceed the requirements of the IFC in addition to the standards established in this Agreement and in Mukilteo Municipal Code. See Exhibit H for IFC requirements.

E.2.1 The minimum pavement width of all Fire Apparatus Access Roads shall be 26 feet and must be approved by the Mukilteo Fire Marshal.

E.2.2 Fire access routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building.

E. 2.3 Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.

E.2.2 The minimum vertical height clearance of all Fire Apparatus Access Roads shall be 13 feet, 6 inches and approved by the Mukilteo Fire Marshal.

E.2.3 The maximum grade of all Fire Apparatus Access Roads shall be 10%. Grades steeper than 10% must be approved by the Mukilteo Fire Chief or Fire Marshall.

E.2.4 The minimum inside turning radius shall be at least 28 feet and approved by the Mukilteo Fire Chief or Fire Marshal.

E.2.5 All Fire Apparatus Access Roads shall have the ability to support a load of up to 75,000 pounds.

E.2.6 Fire apparatus roads in excess of 150 feet in length shall be provided with the width and turnaround provisions in Table E.5.6, at a minimum, and approved by the Mukilteo Fire Chief or Fire Marshal.

Table E.6.6:

Length (ft.)	Width (ft.)	Turnarounds Required
0-150	200	None
151-500	20	120-ft hammerhead, 60-ft "Y" or 96-ft-diameter cul-de-sac
501-750	26	120-ft hammerhead, 60-ft "Y" or 96-ft-diameter cul-de-sac
Over 750	Special approval by the Mukilteo Fire Chief required	

E.3 Joint use and maintenance agreement and easement

Mutual access, utilities, and maintenance of the shared access ways shall be subject to the following Mutual Access Agreement:

- Joint Parking and Access Agreement for Lots 5, 6, 7, 8, 12, ~~and~~ 13 and 19 of Puget Acres and Lots 22, 23, 28 and 29 of Hharbour Pointe Sector 07 Business Park, recorded under Auditors Filing Numbers 201004090286 and "to be recorded".

E.4 Traffic Concurrency

Traffic concurrency for both the Main and Satellite Campuses has been approved by the City of Mukilteo: Issue date April 21, 2010. However, if the building sizes are changed as outlined in E.7, Traffic Mitigation, below, new concurrency evaluations will be required.

Commented [WR6]: Is new review required for new lots?

E.5 Sight Distance Clearance

The parking lot driveway entrance, on Lot 5, that services the Main Campus shall be located per Exhibit B. Any modifications to the driveway entrance shall require additional engineering studies and analysis showing how the entrance and road would be reconfigured to meet the City's sight distant clearance standards.

E.6 Driveway Width

The maximum driveway width for main entrance to the Satellite Campus #3 shall be 50 feet and shall be centered across from 47th Avenue West.

E.7 Traffic Mitigation

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Traffic Impact Fees Add in the text from City of Mukilteo Administrative Minor Modification No. 4 dated July 15,2016. Owners shall pay the City, County, and State traffic impact fees for Building B, Lot 12 Expansion, and Lot 13, or expansion of any other existing building and any other new or replaced building that generates additional trips in the amount in effect as of the date of building permit issuance. Impact fees shall be paid prior to building permit issuance

based on the following trip calculations contained the November 2009 Traffic Impact Analysis for Electroimpact Inc., prepared by Lovell-Souerland and Associates, Inc.

Building	Total Average Daily Trips	PM Peak Hour Trips
B – 27,500 sf	105.1	20.1
Lot 13, 49,000 sf	168.1	32.1
Lot 12, 21,800 sf	83.3	15.9

E.7.1 City Impact Fees The City impact fee is based on the PM Peak Hour trip times the current impact fee rate in effect at the time of building permit issuance.

E.7.2 County Impact Fees The County impact fee shall be paid in accordance with the rate established in the approved Interlocal Agreement between the City of Mukilteo and Snohomish County in effect at the time of building permit issuance.

E.7.3 State (WSDOT) Impact Fees The State impact fee shall be paid in accordance with the approved Interlocal Agreement between the City and the Washington State Department of Transportation in effect at the time of building permit issuance.

E.7.4 Expansion of Existing Buildings Traffic impact fees shall only be paid for expansions to existing buildings if they generate new vehicle trips. Expansions, Tenant Improvements, or remodels to accommodate new technology or equipment shall not be subject to transportation impact fees. Any permit application for expansion of existing facilities shall include a traffic study or memo prepared by a Traffic Engineer licensed in the State of Washington.

EXHIBIT F
to Development Agreement

SURFACE WATER DRAINAGE SYSTEMS

F.1 2005 Department of Ecology Stormwater Management Manual for the Puget Sound Basin (Manual)

F.1.1 Pre-Existing Development: Existing buildings A-E on the Main Campus and the existing building on Lot 12 of the Satellite Campus (as shown on Exhibits B – B.3) may continue to be used according to this Agreement without having to upgrade the existing stormwater detention system. However, if these structures are ever enlarged or the property is redeveloped, the change shall be evaluated under the currently adopted stormwater manual to determine if the existing system is required to be upgraded.

F.1.2 New Development: All new development, including the western parking lot on the Main Campus and development of Lot 13 on the Satellite Campus, shall design the stormwater detention and stormwater discharge systems according to Best Management Practices of the 2005 Department of Ecology *Stormwater Management Manual for the Puget Sound Basin* and the current Department of Ecology National Pollutant Discharge Elimination System (NPDES) as exists now or is hereafter amended. Final drainage discharges shall not pollute downstream ponds or creeks. Low Impact Development Best Management Practices shall be used if soil conditions allow those practices to be effective in managing surface water flows and water quality.

Commented [WR7]: Add new sites

F.1.3 Surface water drainage systems should be designed to implement Low Impact Development (LID) Best Management Practices (BMPs) wherever possible. This requirement may be modified as an Administrative Minor Modification under the following conditions:

- Analysis shows the soil type will not support LID;
- Extraordinary engineering techniques would be required to implement LID; or
- The cost of constructing a system using LID BMPs will be more than 50% greater than the cost of constructing a surface water drainage system without LID BMPs.

F.2 Shared Stormwater Detention Systems

A stormwater detention system serving more than one lot shall be allowed provided a Joint Maintenance Agreement for the system is recorded with the Snohomish County Auditor's Office.

EXHIBIT G

to Development Agreement

MODIFICATIONS OF DEVELOPMENT STANDARDS

This Exhibit sets forth the standards and review procedures for City review of modifications to the Development Standards. The Mayor or the Mayor's designee ("Designated Official") shall confirm Owner's elections for the Authorized Modifications under Paragraph 1 below and review the Administrative Minor Modifications under Paragraph 2 below. The Designated Official shall utilize the SEPA compliance provisions of Section 7 of this Agreement as part of the determinations under this Exhibit H.

H.1 ADMINISTRATIVE MINOR MODIFICATIONS

H.1.1 Proposed Modifications. Upon Owner's request, Administrative Minor Modifications to approved project permits, binding site plans, other Implementing Approvals or Development Standards may be authorized by the Designated Official under the standards provided in Paragraph H.2.2 below. Administrative Minor Modifications may include but are not limited to the following changes:

H.1.1.1 Designations or changes within the Potential Development to the building configuration, location, design or size of roadways, paths or trails within the Development Area and utilities or other infrastructure.

H.1.1.2 Designations or changes to the locations, widths or other aspects of access, utility or other easements.

H.1.1.3 Designations or changes in the surface water management practices and standards, including the size and/or alterations to the configuration of detention facilities or tracts or other standards, so long as the changes provide substantially equivalent or better protection for aquatic resources.

H.1.1.4 Elections by Owner to use a more recently-enacted City standard than the vested Development Standard established by this Agreement where the Designated Official determines (a) the new standard is consistent with the purpose of this Agreement as reflected in the Potential Development objectives and (b) that the vested Development Standard at issue is not interdependent with or other critical to Development Standards not proposed for modification.

H.1.1.5 Modifications to Development Standards set forth in this Agreement which (a) are authorized in a particular Development Standard, or (b) if the Development Standard does not discuss authorized modifications, then modifications that meet the Administrative Approval Standard set forth below.

H.2.2 Administrative Approval Procedures and Standards. The Designated Official may approve, approve with conditions or deny the requested Administrative

Minor Modification based upon the proposed modification's consistency with one or more of the Flexibility Objectives set forth in Section 3.11 of the Agreement. Administrative Minor Modifications shall be reviewed and decided under the procedures of this Exhibit H, and no separate variance procedures or other revision procedures, including no variances under the sensitive area regulations, zoning or road portions of the City Code or Development Standards, shall apply. Notwithstanding the foregoing, the Designated Official may circulate the requested modification to appropriate City departments and officials for review and comment and may provide public notice and opportunity to comment using one or more of the noticing options of the City's standard permit review procedures under MMC 17.13. The Designated Official may impose reasonable conditions as part of the approval of an Administrative Minor Modification where such conditions are necessary to mitigate impacts directly related to the proposed modification. Approved Minor Modifications may be set forth in writing or incorporated through appropriate revisions or notations on the approved preliminary plat, final plat or engineering drawings, binding site plan or other appropriate document. The City shall maintain a cumulative list of all approved Administrative Minor Modifications. The decision by the Designated Official on any requested Administrative Minor Modification shall be subject to one open record appeal to the Hearing Examiner.

H.3 MAJOR MODIFICATIONS

Upon request by the applicant, the City Council shall review the following Major Modifications:

H.3.1 Changes in the maximum developable square footage authorized for the Potential Development under Section 3.1 of the Agreement.

H.3.3 Any other designation or change that does not qualify or was denied as an Administrative Minor Modification.

The City shall consider Major Modifications as an amendment of this Development Agreement using procedures consistent with RCW 36.70B.200.

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ENVIRONMENTAL CHECKLIST

A. BACKGROUND

1. Name of the proposed project:

Electroimpact Master Plan-Development Agreement

2. Name of Applicant:

Electroimpact, Inc.

3. Address and telephone number of applicant and contact person:

Owner / Applicant 4413 Chennault Beach Rd. Mukilteo, WA 98275 Contact: Peter Zieve, President Phone: (425) 348-8090 Email: peterz@electroimpact.com	Consultant 2812 architecture 2812 Colby Avenue Everett, WA 98201 Contact: Adam Clark Phone: (425) 252-2153 Email: adam@2812architecture.com

4. Date checklist prepared:

April 12, 2019

5. Agency requesting checklist:

City of Mukilteo

6. Proposed timing or schedule (including phasing, if applicable):

Development plan agreement is encompassing a 20 year build out period. Work will occur over the time period defined in the agreement as needed to service current and future client needs.

7. Plans for future additions, expansion, or further activity related to or connected with this proposal:

None

8. Environmental information that has been prepared, or will be prepared, directly related to this project:

This is the second amendment to an existing development agreement that was approved in June of 2010.

9. Applications that are pending for governmental approvals or other proposals directly affecting the property covered by the proposal:

None

10. List of governmental approvals or permits that will be needed for the proposal:

The following permits may be needed depending on the requirements for specific work as defined in the Development Agreement:
Grading Permit
Right-of-Way Permit
Building Permit
NDPES - Department of Ecology
Developer's Extension Agreement - Mukilteo Water and Sewer District
Side sewer/water permit – Mukilteo Water and Sewer District

11. Brief, complete description of the proposal, including the proposed uses and the size of the project and site:

The development agreement will include six properties, a Main Campus and Satellite Campuses 1-5. The campuses are located on Chennault Beach Road and 47th Avenue West. The main campus is planned to have 4 manufacturing/office buildings with a combined area of approximately 162,000 S.F. and associated parking. Satellite Campus 1 contains one 36,897 S.F. manufacturing/office building with associated parking. Satellite Campus 2 is planned to have 3 industrial/office buildings totaling approximately 80,000 S.F with some associated parking. Satellite Campus 3 contains one manufacturing/office building that is approximately 45,000 S.F. Satellite Campus 4 is a parking area with 102 parking stalls that are intended to support the overall campus. Satellite Campus 5 contains one manufacturing/office building totaling approximately 22,000 S.F. Site improvements for the Satellite Campuses will be constructed at the time of building construction.

12. Location of the proposal, including street address, if any, and section, township, and range; legal description; site plan; vicinity map; and topographical map, if reasonably available:

The Main Campus is located at 4413 Chennault Beach Road, Mukilteo WA.
The Legal Description is: Section 21 Township 28 Range 4 Quarter SE - PUGET ACRES BLK 000 D-00 - LOTS 5,6,7 & 8. This parcel contains Buildings A,B,C and D
Satellite Campus 1 is located at 4440 Chennault Beach Road, Mukilteo, WA. This parcel contains Building E
The Legal Description is: PUGET ACRES BLK 000 D-01 - LOT 19
Satellite Campus 2 is located at 4708 Chennault Beach Road, Mukilteo WA. This parcel contains Buildings F and G.
The Legal Description is: Section 21 Township 28 Range 4 Quarter SE - PUGET ACRES BLK 000 D-00 - LOTS 12 & 13.
Satellite Campus 3 is located on the northwest corner of Chennault Beach Road and 47th Avenue West, Mukilteo, WA
The Legal Description is: HARBOUR POINTE SECTOR 07 BUSINESS PARK BLK 000 D-00 - LOT 28 and 29
Satellite Campus 4 is located on 47th Avenue West, Mukilteo WA
The Legal Description is: HARBOUR POINTE SECTOR 07 BUSINESS PARK BLK 000 D-00 - LOT 22 and 23
Satellite Campus 5 is located on 47th Avenue West, Mukilteo WA
The Legal Description is: HARBOUR POINTE SECTOR 07 BUSINESS PARK BLK 000 D-00 – LOTS 30-33

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (underline):

Generally Flat

b. What is the steepest slope on the site (approximate percent slope)?

10%

c. What general types of soils are found on the site (for example clay, sand, gravel, peat, muck)? Specify the classification of agricultural soils and note any prime farmland.

Alderwood gravelly sandy loam

d. Are there any surface indications or a history of unstable soils in the immediate vicinity? If so, describe.

No

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate the source of the fill.

It is not anticipated that more than 20,000 cu. yds. of import or export will be required for the new construction of buildings and associated site improvements throughout the remaining campus to be developed.

f. Could erosion occur as a result of clearing, construction, or use?

Yes

g. About what percent of the site will be covered with impervious surfaces after project construction (for example buildings or asphalt)?

90%-95%

h. Describe the proposed measures to reduce or control erosion, or other impacts to the earth, if any.

Sedimentation ponds, straw mulch, silt fences, and a stabilized construction entrances will be utilized as appropriate to contain sediment within the site boundaries. Other measures as required by the City of Mukilteo will be implemented as required by the City.

2. **Air**

a. **What types of emissions to the air would result from the proposal (e.g. dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities, if known.**

Emissions will be from vehicle exhaust and minor amounts of dust during construction. Automobile exhaust will exist after the project is complete. Emission quantities are unknown, but are not expected to be unusual for this type of facility.

b. **Are there any off-site sources of emissions or odors that may affect your proposal? If so, generally describe.**

None known.

c. **Describe proposed measures to reduce or control emissions or other impacts to air, if any.**

Measures will be taken to control dust during construction as recommended and allowed by the City of Mukilteo.

3. **Water**

a. **Surface:**

1. **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, and wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

No.

2. **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

No.

3. **Estimate the amount of fill and dredge material that could be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill materials.**

N/A

4. **Will the proposal require surface water withdrawals or diversion? Give general description, purpose, and approximate quantities, if known.**

   No.

5. **Does the proposal lie within a 100 year flood plain? If so, note location on the site plan.**

   No.

6. **Does the proposal involve discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

   No.

b. **Ground**

1. **Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.**

   No.

2. **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any. Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) is expected to serve.**

   N/A

c. **Water Runoff (including storm water)**

1. **Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

   Stormwater will be generated from impermeable areas of the site. The storm water system will be designed and constructed as required by the City of Mukilteo.

2. **Could waste materials enter ground or surface waters? If so, generally describe.**

   Yes, normal usage of the site could contribute automotive fluids and solids to the storm drainage system. Accidental spills of waste materials can be controlled and cleaned up before entering the drainage system.

d. Describe proposed measures to reduce or control surface, ground, and runoff water impacts, if any.

Comply with City of Mukilteo stormwater standards

4. Plants

a. Types of vegetation found on site:

X	Deciduous tree: alder, maple, aspen, other
X	Evergreen tree: fir, cedar, pine, other
X	Shrubs
X	Grass
	Pasture
	Crop or grain
	Wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
	Water plants: water lily, eel grass, milfoil, other
	Other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

100%

c. List threatened or endangered plant species or critical habitat known to be on or near the site.

None known.

d. Describe proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on site.

Landscaping will be provided along the property frontages on Chennault Beach Road and 47th Avenue as required. Landscaping will also be provided within the parking areas as outlined in the development agreement.

5. Animals

a. Underline any birds and animals which have been observed on or near the site or are known to be on or near the site:

Invertebrates:

Birds:	Songbirds
Mammals:	
Fish:	
Other:	

b. **List any threatened or endangered animal species or critical habitat near the site.**

None known.

c. **Is the site part of a migratory route? If so, explain.**

Not known.

d. **Proposed measures to preserve or enhance wildlife, if any.**

None.

6. Energy and Natural Resources

a. **What kinds of energy (electric, natural gas, oil, wood, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

Electricity for manufacturing and lighting. Natural gas for heat.

b. **Would the project affect the potential use of solar energy by adjacent properties? If so, explain.**

Not anticipated.

c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

The project will meet the requirements of the Washington State Energy Code.

7. Environmental Health

a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spills, or hazardous waste that could occur as a result of this proposal? If so, describe.**

Environmental health hazards typically associated with heavy construction may be present during construction. No hazards are expected after completion of the project.

1. **Describe special emergency services that might be required.**

Existing fire and medical services should be adequate.

2. **Describe proposed measures to reduce or control environmental health hazards.**

No unusual or special measures other than normal safety techniques are proposed.

b. **Noise**

1. **What types of noise exist in the area which may affect your project (for example: traffic, equipment operation, other)?**

Aviation related noise from Paine Field and traffic noise from adjacent streets.

2. **What types and levels of noise would be created by or associated with the project on a short-term or long-term basis (for example: traffic, construction, operation, other)?**

Short term - From construction equipment.
Long term - Delivery vehicles. 7AM to 7PM Monday through Friday. 9AM to 6PM Saturday and Sunday.

3. **Describe proposed measures to reduce or control noise impacts, if any.**

Construction activities will be limited as required by the City of Mukilteo and further defined in the development agreement.

8. **Land and Shoreline Use**

a. **What is the current use of the site adjacent to the properties?**

The properties associated with the Main Campus and Satellite Campus 1 are occupied by existing industrial manufacturing and office facilities. The properties associated with Satellite Campus 2 contain two industrial buildings. A new manufacturing building and a restroom building may also be added to this campus. The properties associated with Satellite Campus 3 contain one office/manufacturing building. The properties associated with Satellite Campus 4 have been developed into a parking lot. The property associated with satellite campus #5 contains an office/manufacturing building as well as a parking lot. Adjacent properties are generally industrial in nature with the exception of the property located north and west of satellite campuses 3 and 4 which are zoned MR (Multi-family Residential).

b. **Has the site been used for agriculture? If so, describe.**

No.

c. **Describe any structures on the site.**

The main campus currently has four buildings. Building A: 4-story 66,688 S.F. manufacturing/office building; Building B: 29,219 S.F. manufacturing building; Building C: 1-story 36,000 S.F. manufacturing building; Building D: proposed 29,700 S.F. manufacturing building.
Satellite Campus 1 has one building; Building E: 36,897 SF manufacturing building
Satellite Campus 2 currently has two buildings; Building F: 1-story 29,700 S.F. manufacturing building; Building G: 2-story 23,426 S.F. office/manufacturing building.
Satellite Campus 3 has one building; Building H: 41,511 SF office/manufacturing building
Satellite Campus 4 contains a 102 stall parking lot.
Satellite Campus 5 has one building; Building J: 21,435 SF office/manufacturing building

d. Will any structures be demolished? If so, what?

No.

e. What is the current zoning classification of the site?

Main Campus, Satellite Campuses 1 and 2 – LI
Satellite Campuses 3,4 and 5 - IP

f. What is the current comprehensive plan designation of the site?

Industrial

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

No.

i. Approximately how many people would reside or work in the completed project?

Approximately 400-500 people will work in the completed facility.

j. Approximately how many people would the completed project displace?

None.

k. Describe proposed measures to avoid or reduce displacement impacts, if any.

None.

l. Describe proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

None.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

N/A

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

N/A

c. Describe proposed measures to reduce or control housing impacts, if any.

None

10. Aesthetics

a. What is the tallest height of any of the proposed structure(s), not including antennas? What is the principal exterior building material(s) proposed?

65 feet maximum height as allowed by code. Principal building materials will be metal glass, concrete masonry units and concrete.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Describe proposed measures to reduce aesthetic impacts, if any.

The creative use of concrete, masonry, metal and glass will be used to create an appealing and aesthetically pleasing building. Landscaping along the frontage will be provided.

11. Light and Glare

a. What type of light and glare will the proposal produce? What time of day would it mainly occur?

Security lighting will be provided dusk to dawn.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Describe the proposed measures to reduce or control light and glare impacts, if any.

Exterior lighting will be shielded so that it does not spill beyond the extents of the properties.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

The YMCA, Boys and Girls Club and Harbour Pointe Golf Course are located near the site.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

c. Describe proposed measures to reduce or control impacts on recreation, including recreational opportunities to be provided by the project or applicant.

None.

13. Historic and Cultural Preservation

a. Are there any places or objects listed on or eligible for national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

None known.

b. Generally describe any landmarks or evidence of historic, archeological, scientific, or cultural importance known to be on or next to the site.

None known.

c. Describe proposed measures to reduce or control impacts, if any.

None are proposed. In the event that construction activities encounter historic or cultural artifacts, construction will be halted and a qualified archeologist consulted.

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

SR 525, Chennault Beach Road and 47th Avenue West.

b. Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Bus service is provided on SR 525 and also runs down Chenault Beach Road and 47th. Stops are located along all of these streets.

c. How many parking spaces would the completed project have? How many would the project eliminate?

The Main Campus will have approximately 200 parking stalls when completed.
The Satellite Campus will have approximately 320 parking stalls when completed.

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe.

No.

e. Describe the existing condition of the proposed access road, including width of easement, width of pavement or roadway, curbs, gutters, and/or sidewalks.

Chennault Beach Road and 47th Avenue each have 60-feet of right-of-way. The adjoining frontages have full urban improvements adjacent to the Main and Satellite Campuses.

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

New trips will be generated by the new buildings. The new vehicular trips associated with these buildings is not anticipated to be greater than those produced by other buildings of similar nature. See attached Master Development Agreement Amendment #2 prepared by David Evans and Associates dated March 13, 2019.

g. Describe proposed measures to reduce or control transportation impacts, if any.

Payment of traffic mitigation fees as required by city of Mukilteo and WSDOT requirements.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally explain.

Minimal impact to public services could be expected. Likely impacts will be the use of fire and police protection.

b. Describe proposed measures to reduce or control direct impacts on public services.

Impacts will be addressed through taxes and special levies as they occur.

16. Utilities

a. Underline utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Electricity - Snohomish county PUD No. 1
Natural Gas - PSE
Water - Mukilteo Water and Wastewater District
Sewer - Mukilteo Water and Wastewater District
Telephone - Integra
Refuse - Waste Management NW

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____ Date Submitted: 12 APR 19
Adam Clark

DAVID EVANS
AND ASSOCIATES INC.

RECEIVED
APR 12 2019 AY
CITY OF MUKILTEO

March 13, 2019

City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275

SUBJECT: Electroimpact – Master Development Agreement Amendment #2

To Whom It May Concern:

David Evans and Associates, Inc. (DEA) has been asked to provide a review and update for the proposed Electroimpact SEPA determination for the existing Electroimpact campus expansion located in Mukilteo, Washington. Electroimpact is proposing to revise the original Master Development Agreement (MDA) and Amendment #1 to add Lots 30, 31, 32, and 33 of the Harbour Pointe Business Park and address the development of Lot 8 of the Puget Acres Development. Adding these properties necessitates amending the original SEPA documentation. This letter report is intended to serve as the basis to support an amended SEPA threshold determination as it pertains to traffic impacts.

Purpose of this Amendment

Electroimpact plans to add Lots 30, 31, 32, and 33 of the Harbour Pointe Business Park and develop an existing owned parcel, Lot 8 of the Puget Acres Development to its MDA. The purpose of this MDA amendment is to take into account the new lots, new construction and/or tenant improvements, or changes in use to the buildings since the original MDA was adopted. Adding properties necessitates amending the original SEPA documentation. Refer to **Figure 1** for a project Vicinity Map showing the location of the original Electroimpact lots and the proposed Harbour Pointe Business Park and Puget Acres Development locations. Attached is a layout of the Electroimpact Master Plan, including the Main Campus, Satellite Campus, and the new lots.

Previous Analysis

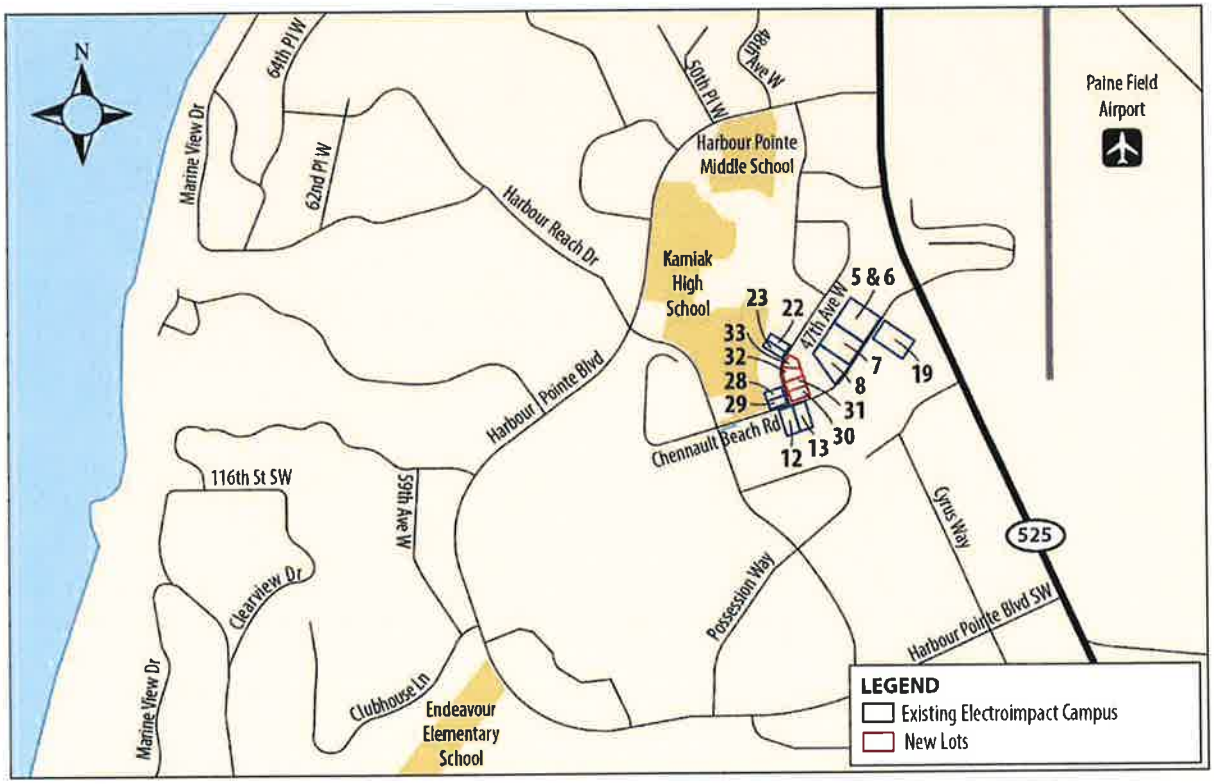
This letter is to be used in conjunction with the site's previously-recorded MDA, the Development Agreement Traffic Analysis Report (November 27, 2009) prepared by Lovell-Sauerland & Associates, Inc. (LSA) and the MDA Amendment #1 prepared by David Evans and Associates, Inc. (October 8, 2015), and associated Transportation Concurrency Evaluation and Determination of Transportation Impact Fees forms for those developments.

This letter is not meant to change any of the previous traffic analysis, rather to amend the development details and to review the analysis conducted for the previous work vs. the new additional lots.

The original LSA 2009 MDA analysis and 2015 MDA Amendment #1 are attached to this letter for reference.

415 - 118th Avenue SE Bellevue Washington 98005-3518 Telephone: (425) 519-6500 Facsimile: (425) 519-5361

Figure 1. Vicinity Map



Additional Lot Traffic Review & Updates

The following sections discuss the traffic components identified in the original MDA, and how they have remained the same or changed since the original submittal.

Local Traffic Volumes

Based on Mukilteo Development Standards and WSDOT Roadway Classifications, Mukilteo Speedway (SR 525) is classified as an Urban Principal Arterial, and Chennault Beach Road is classified as an Urban Major Collector. No additional traffic counts have been conducted by either the Washington State Department of Transportation (WSDOT) or the City of Mukilteo for Chennault Beach Road. However, WSDOT has conducted yearly counts along SR 525 in the general project vicinity (Russell Road). These counts have remained nearly identical since conducting the original MDA analysis, registering a bi-directional traffic volume of 36,000 vehicles per day. The most previous analysis and update of the MDA had traffic counts of 35,000 vehicles per day. This equates to less than a 0.65% increase in traffic per year, well below the established average of 1% - 2% per year growth in a steady or growing economy.

Original MDA, Previous Reductions, and Previous Analysis

The original 2009 MDA analysis included a total building area of 65,800 square feet on the Satellite Campus (Lots 12 and 13). In 2013, DEA provided an updated traffic impact memorandum identifying that the total square footage to be built on the site was 29,700 square feet for both Lot 12 and Lot 13 rather than the proposed 44,000 square feet and 21,800 square feet, respectively. This resulted in a reduction in overall traffic impacts to the local corridors analyzed in the original MDA. With the reduction of building area identified in the previous MDA, it was found that the changes identified in the MDA updates (including the addition of Lots 22, 23, 28, and 29) would not result in a substantial change to the previously-calculated traffic analysis results.

Proposed Lot Additions and Updates

The following sections discuss the traffic components for the proposed new lots and revisions to existing Electroimpact owned lots.

Proposed Lot Additions

The proposed lots to be added to the MDA are 30, 31, 32, and 33 of the Harbour Pointe Business Park. Below are some basic lot information details:

Development	Lot No.	Parcel No.	Acres	Zoning	Current Use
Harbour Pointe	30	00715100003000	0.45	683 Special Training & Schooling	Training Facility
Harbour Pointe	31	00715100003100	0.46	683 Special Training & Schooling	Training Facility
Harbour Pointe	32	00715100003200	0.51	683 Special Training & Schooling	Undeveloped/ Parking
Harbour Pointe	33	00715100003300	.37	683 Special Training & Schooling	Undeveloped/ Parking

Proposed Lot Development

Lot 8 of the Puget Acres development is planned to be redeveloped for use by Electroimpact. It previously had the Wally World building, which has since been removed, and the Larry Bay building which currently sits vacant. This site's traffic impacts had previously been identified, permitted, and impact fees paid. Any new buildings on Lot 8 (assuming all existing structures are removed) would permit the use of existing trip generation as a credit towards new development prior to the payment of new credits. Additional trip generation and credit information will follow in upcoming sections. Below are some basic lot information details:

Development	Lot No.	Parcel No.	Acres	Zoning	Current Use
Puget Acres	8	00548700000800	1.72	399 Other Miscellaneous Manufacturing	Old Larry Bay "Vacant" space/ Parking

Trip Generation for Proposed Lot Additions

Site trip generation is determined using the trip generation rates identified in the most current version of the *Institute of Transportation Engineers (ITE) Trip Generation Manual*. The current version of the Trip Generation Manual is the 10th Edition (2017), while the original MDA study used trip generation rates from the 8th Edition (2008).

Four additional new lots (30, 31, 32, and 33) will be added to the overall Electroimpact campus. The combination of these four sides include one building and parking areas associated with the existing training operations within the building. The site currently has 21,435 total building square feet of gross square footage area (GFA) that would classify as "General Office Building" per the *ITE Trip Generation Manual.* This space has previously been identified and permitted (under its former ownership) and Transportation Impact Fees paid. The Electroimpact land usage for the building (per the ITE Trip Generation Manual) will change from "General Office Building" to be "Manufacturing" within the same building footprint. General Office Building has a PM peak hour rate of 1.15 trips per 1,000 square feet of GFA. Manufacturing has a trip generation rate in the PM peak hour of 0.67 trips per 1,000 square feet of GFA. Under the change of building usage, there will be an overall reduction in trips associated with the site. Refer the trip generation calculation below:

Existing: 21,435 GFA * 1.15 trips/1,000 GFA = 25 PM peak hour trips

Proposed: 21,435 GFA * 0.67 trips/1,000 GFA = 14 PM peak hour trips

Result: Net reduction of 11 PM peak hour trips

Manufacturing LUC 140 Trip Generation rates from the 10th Edition of the Trip Generation Manual can be found in the attached documents.

Trip Generation for Proposed Lot Additions

The Puget Acres Lot 8 site originally had two buildings located on the site. It previously had the Wally World building, which has since been removed, and the Larry Bay building which currently sits vacant. It is the intent of Electroimpact to remove the remaining Larry Bay building, and to construct a new building. This MDA update shall include the new Lot 8 site to the overall Electroimpact campus, but no exact space (or square footage) has been defined.

When Electroimpact identifies a new building to be placed on Lot 8, a Trip Generation and Impact Fee calculation will be required. This new trip generation analysis will be identified for the time periods of

Average Daily Traffic (ADT) and the PM peak hour, based on the total square footage of the proposed building. The overall trip generation will be based on the ITE Trip Generation Manual and the respective land use code (LUC) of the proposed building. All trip generation analysis on Lot 8 shall also include the reduction of trips as a result of the removal of the previously permitted buildings currently or previously permitted on site (i.e. Wally World and Larry Bay buildings). Development on Lot 8 shall also include the credited 11 PM peak hour trips from the conversion of Lots 30, 31, 32, and 33, identified above.

Trip Distribution

As local traffic patterns remain similar to those of the past MDA traffic analysis, it is assumed that the original traffic distributions and modeling results would be similar between 2009, the subsequent MDA updates, and now. The LSA analysis showed a distribution of 44% of vehicles to the south, 42% to the north, and 14% to the west. It is likely that any new developments or conversions of buildings on Harbour Pointe Lots 30, 31, 32, 33, and Puget Acres Lot 8 would follow this similar pattern.

Site Access

All site access points for the four (4) combined Harbour Pointe lots will be from 47th Avenue. Puget Acres Lot 8 will have one (1) access point along Chennault Beach Road, plus internal connections between Lot 8 and Lot 7's parking areas.

Transportation Concurrency and Transportation Impact Fees

The Transportation Impact Fee calculations are based on the *City of Mukilteo Transportation Concurrency Evaluation and Determination of Transportation Impact Fees* form and Mukilteo Code Chapter 3.107. This takes into account all of the projects associated with the Transportation Impact Fee Ordinance Project List.

The Transportation Impact Fee calculation below is an example of what would be used when Electroimpact develops the proposed Puget Acres Lot 8. This fee calculation is part of the impact fee form.

New PM Peak Hour Trips (PHTs) x Fee per PM PHT ($1,875.00) – Credited Impact Fee Value =
Transportation Impact Fee Owed

Conclusions

This letter identifies that Electroimpact is proposing to revise the original MDA and subsequent updates to add Lots 30, 31, 32, and 33 of Harbour Pointe Business Park and revised information for Lot 8 of Puget Acres Business Park. Adding these properties necessitates amending the original SEPA documentation. The following bullet points are provided to identify and serve as support for the amended SEPA documentation as it pertains to traffic impacts.

- Electroimpact would like to add Lots 30, 31, 32, and 33 as an update to the original 2009 MDA and subsequent MDA updates.

- Lot 8 of Puget Acres is included in this updated MDA, however impacts were previously permitted.
- Traffic assumptions, including traffic volumes, trip generation, distribution, and site access from the 2009 study, remain unchanged.
- The planned new development is consistent with what was previously anticipated.

If you have any questions about this Master Development Agreement Amendment letter, or any addressed topics, please contact me at: (425) 586-9769 or aow@deainc.com.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Anthony Wilen, P.E., LEED-AP
Transportation Engineer

Attachments: 2009 Original Master Development Agreement (MDA)
Proposed Electroimpact Master Plan
LUC 140 Trip Generation

File Name: P:\E\ELIM00000009\0600INFO\0670Reports\Updated MDA\2019-03-13_Transportation Impact Update Letter.docx

RECEIVED
APR 12 2019
CITY OF MUKILTEO

Traffic Impact Analysis
Development Agreement Supplement

for

ELECTROIMPACT INC.

Main Campus Building B and Satellite Campus Expansion
4413 / 4708 Chennault Beach Road
Mukilteo, Washington

November 2009

RECEIVED
APR 12 2019
CITY OF MUKILTEO

11/27/09

Prepared by:
Robert L. Long P.E.

Lovell-Sauerland & Associates, Inc.
19217 36th Avenue W. Suite 106
Lynnwood, Washington 98036

LSA No. 5183

Electroimpact Inc.

Main Campus Building B and Satellite Campus Expansion
Traffic Impact Study

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A. PROJECT IDENTIFICATION:

Name of Project: **Electroimpact Inc.,** Main Campus Building B and Satellite Campus Expansion

Project Address: 4413 / 4708 Chennault Beach Road
Mukilteo, Washington 98275

Applicant's Name:
Electroimpact Inc.,
4413 Chennault Beach Road
Mukilteo, Washington 98275
(206) 348-8090
Contact: Walt Roestel

Traffic Engineer:
Lovell-Sauerland & Associates, Inc.
19217 36th Avenue W. Suite 106
Lynnwood, Washington 98036
(425) 775-1591
Contact: Robert L. Long, PE

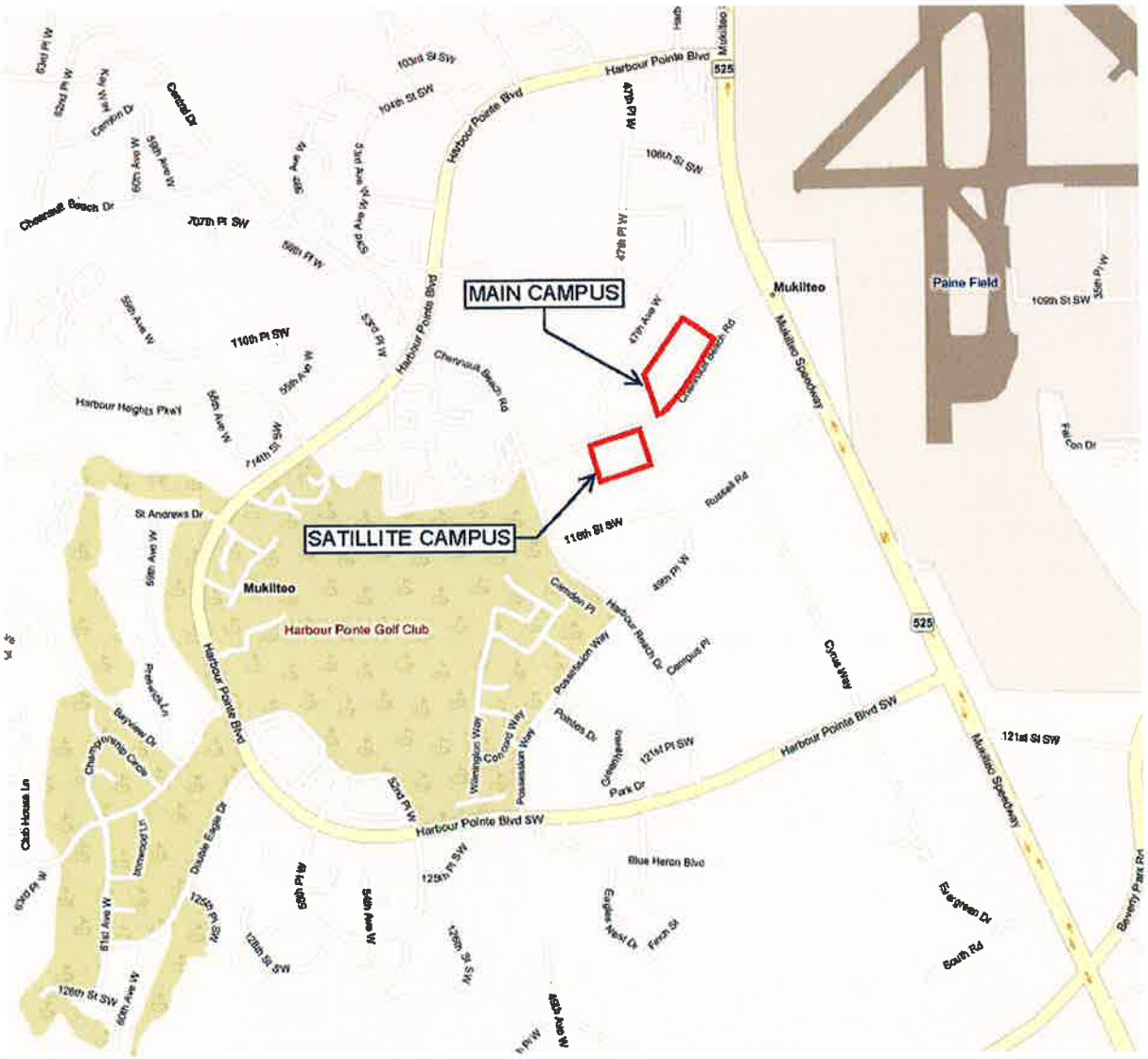
Scope/Background. Electroimpact Inc. (applicant) has retained Lovell-Sauerland and Associates, Inc. (LSA) to prepare this report documenting the traffic impacts of Electroimpact Inc. main and satellite campus expansions located in Mukilteo, Washington. The following study examines trip generation and distribution of the proposed expansions; and also evaluates the site access revisions to the main and satellite campuses. This document is a supplement to a development agreement with the City of Mukilteo.

Electroimpact Inc. provides heavy machine tools for the aerospace industry. The proposed expansion includes the construction of a 27,500 sf manufacturing building (Building B) on the main campus; and a 21,800 sf addition (Lot 12) and new 49,000 sf building (Lot 13) at Electroimpact's satellite (Lot 12 and 13) campus. The main campus is located at 4413 Chennault Beach Road and the satellite campus (Lot 12 and 13) at 4708 Chennault Beach Road about 300 feet southwest of the main campus.

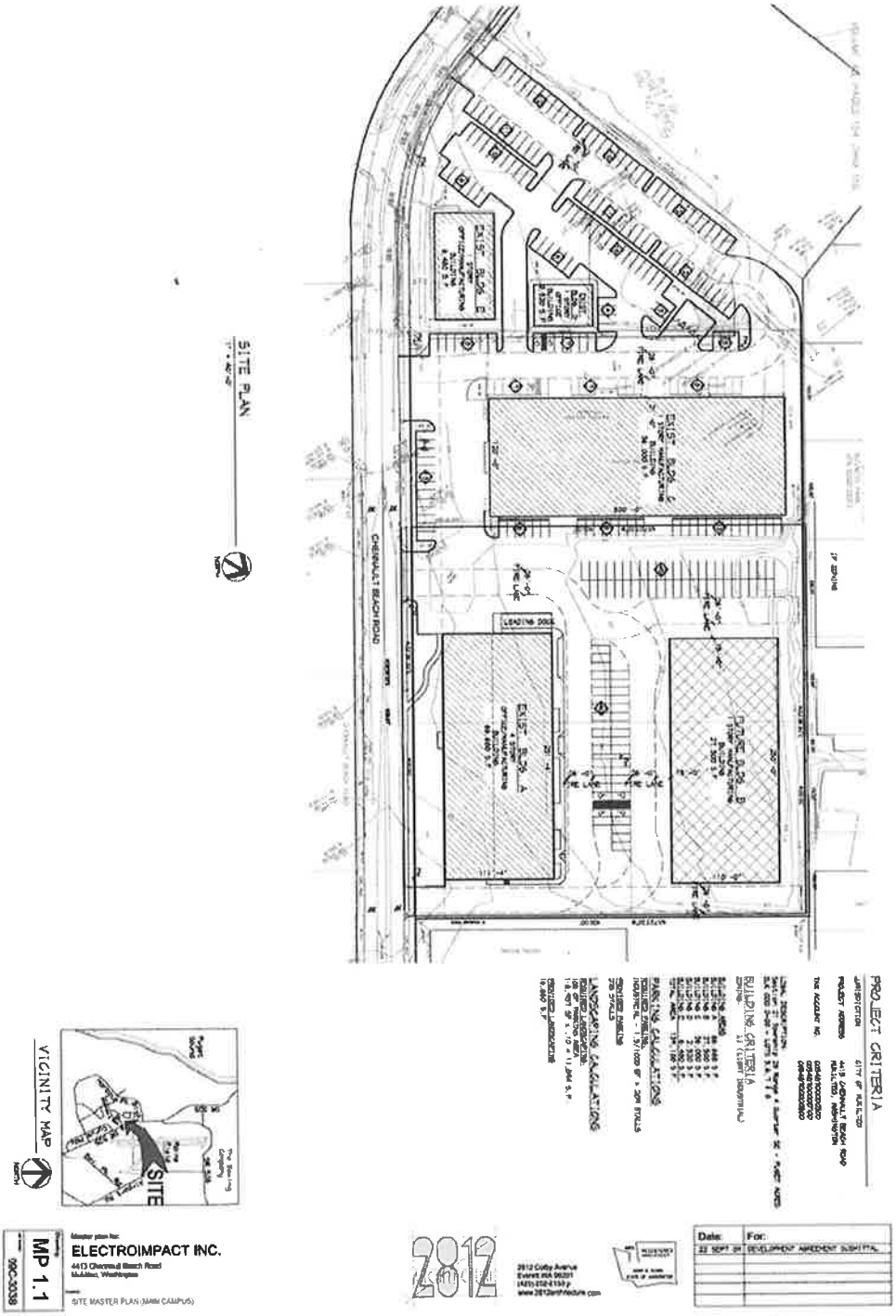
Electroimpact Inc. main and satellite campuses are located on Chennault Beach Rd in Mukilteo, Washington. The main campus is about 600 feet southwest of Mukilteo Speedway (SR-525) located on the northwest side of Chennault Beach Rd. The satellite campus is about 1,700 feet southwest of Mukilteo Speedway (SR-525) and located on the southeast side of Chennault Beach Rd. Both campuses are surrounded by industrial and commercial uses with Kamiak High School campus located northwest of the Electroimpact campuses. See attached vicinity maps and site plans for the main and satellite campus expansions.

Chennault Beach Rd is classified as a minor arterial street with 7,600 average daily traffic volume in 2008 (per *Mukilteo's draft 2009 Transportation Plan*). Chennault Beach Rd runs in a northeasterly/ southwesterly direction between Mukilteo Speedway (SR-525) and Harbour Reach Dr and is about a half mile in length. Per *Mukilteo's 2008 Transportation Plan*, 2002 PM peak hour volumes indicate that 65% of the traffic was northeast bound and 35% of the traffic was southwest bound in the PM peak hour.

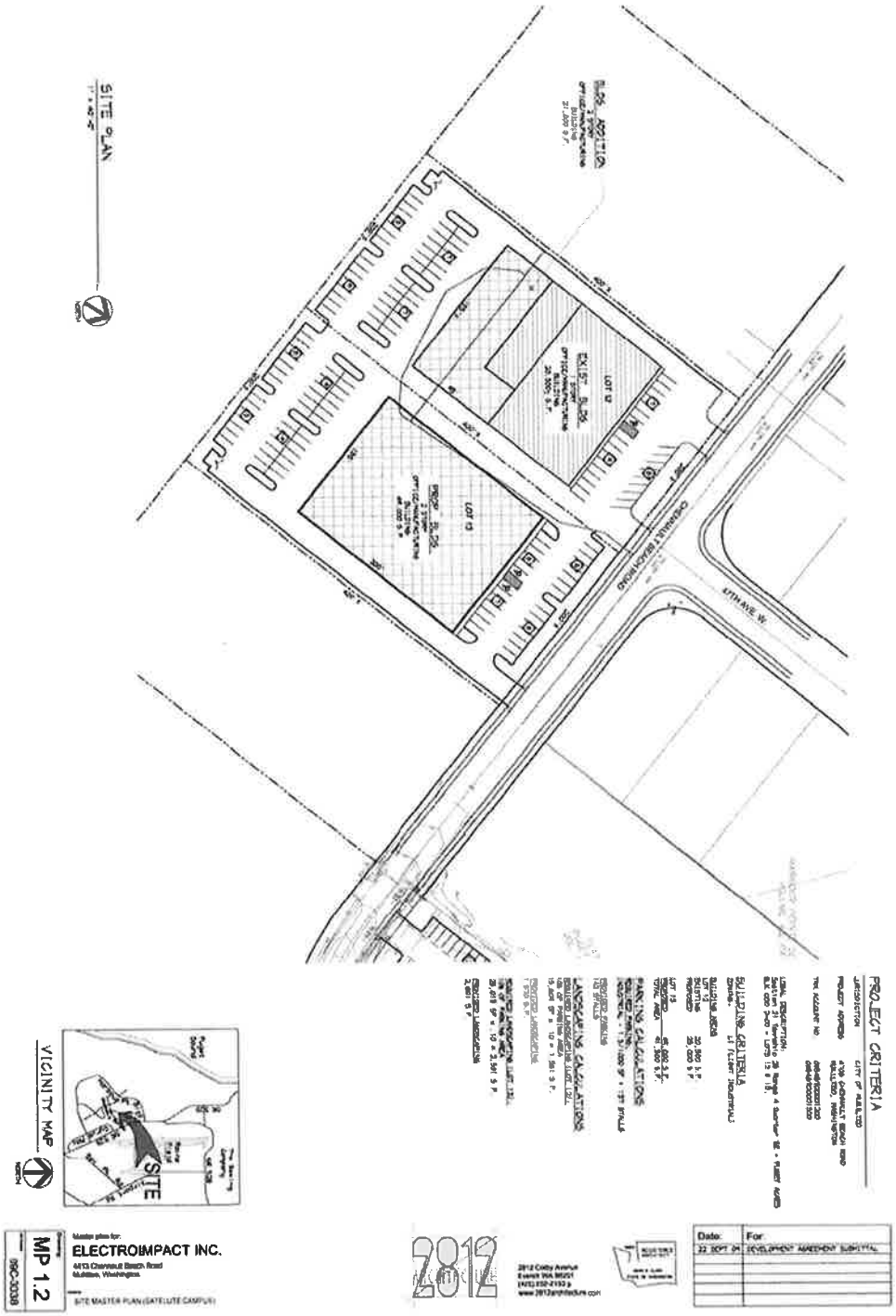
The following sections of the report provide an evaluation of the trip generation, distribution and site access for the main, satellite lot 12 and satellite lot 13 campus expansions.



Vicinity Map



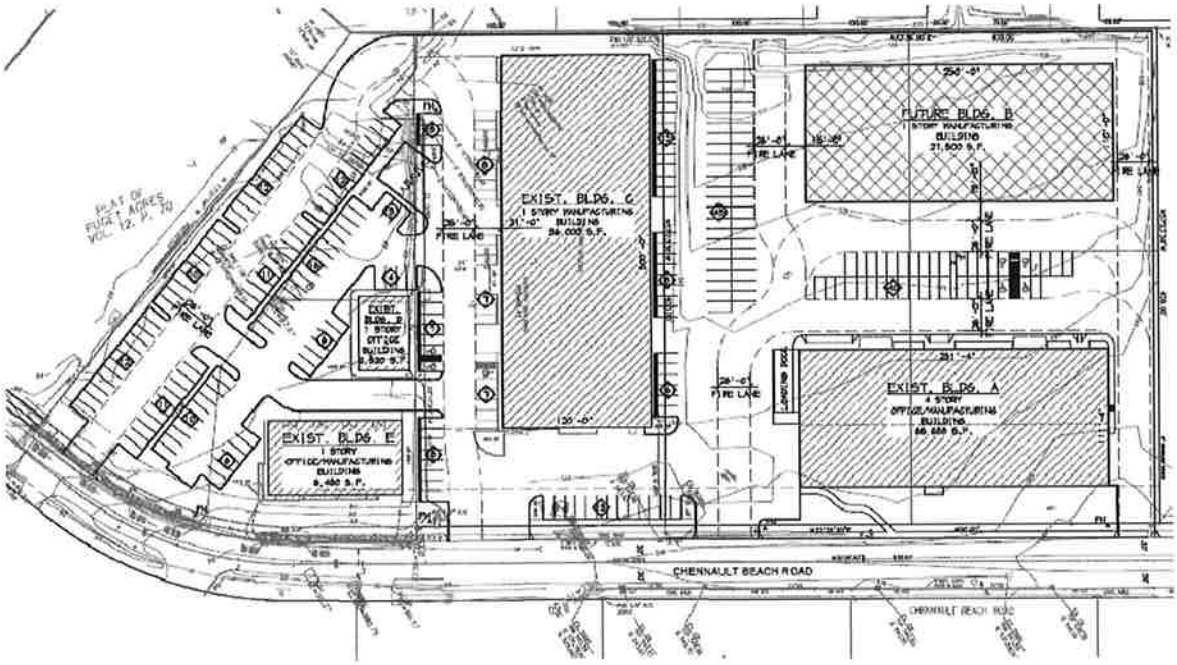
Main Campus Site Plan



Satellite Campus Site Plan

B. BUILDING B- MAIN CAMPUS

Expansion Improvement: Construction of a 27,500 sf manufacturing building (Building B) and southwesterly shift of existing southwest access on the main Electroimpact campus.



B-1. BUILDING B- MAIN CAMPUS TRIP GENERATION

The construction of the new manufacturing building B will result in new traffic. The amount of new traffic, trip generation is determined using trip generation rates provided in the *Institute of Transportation Engineers Trip Generation Report, 8th Edition* (*ITE manual*). For the purpose of this evaluation the total proposed gross building area of 27,500 sf will be used to evaluate the estimated trip generation. No credit or reduction for pass-by, diverted link or internal trip capture generated by the current site development will be realized.

The total number of trips generated by the proposed building B expansion has been estimated using the ITE average vehicle trip rates for land use *code 140, Manufacturing*. Per the ITE manual the following description is given for land use code 140: "Manufacturing facilities are areas where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, manufacturing facilities generally also have office, warehouse, research and associated functions."

An average rate per 1,000 sq ft was obtained from the *ITE Manual* to determine the total number of new project trips [3.82 ADT and 0.73 p.m. peak trips (4 to 6 PM) per 1,000 sq ft]. The following table summarizes the projects trip generation using the ITE manual generation rates:

Electro impact- Building B Main Campus Traffic Generation[1,2] Table	
Total Average Weekday Trips (ADT): ITE Code 140 –Manufacturing 27,500 sq. ft. at 3.82 ADT/1000 sq. ft	105.1
PM Peak Hour Trips of Adjacent Street Traffic 4 to 6 PM: ITE Code 140 –Manufacturing 27,500 sq. ft. at 0.73 PM peak/1000 sq. ft	20.1
Inbound Trips (36%)	7.2
Outbound Trips (64%)	12.9

1. Trips rates are average trip rates from ITE Trip Generation Report, 8th Edition- Manufacturing ITE Code 140.
2. No reductions for pass-by, diverted link or internal trip capture have been applied.

Manufacturing
(140)

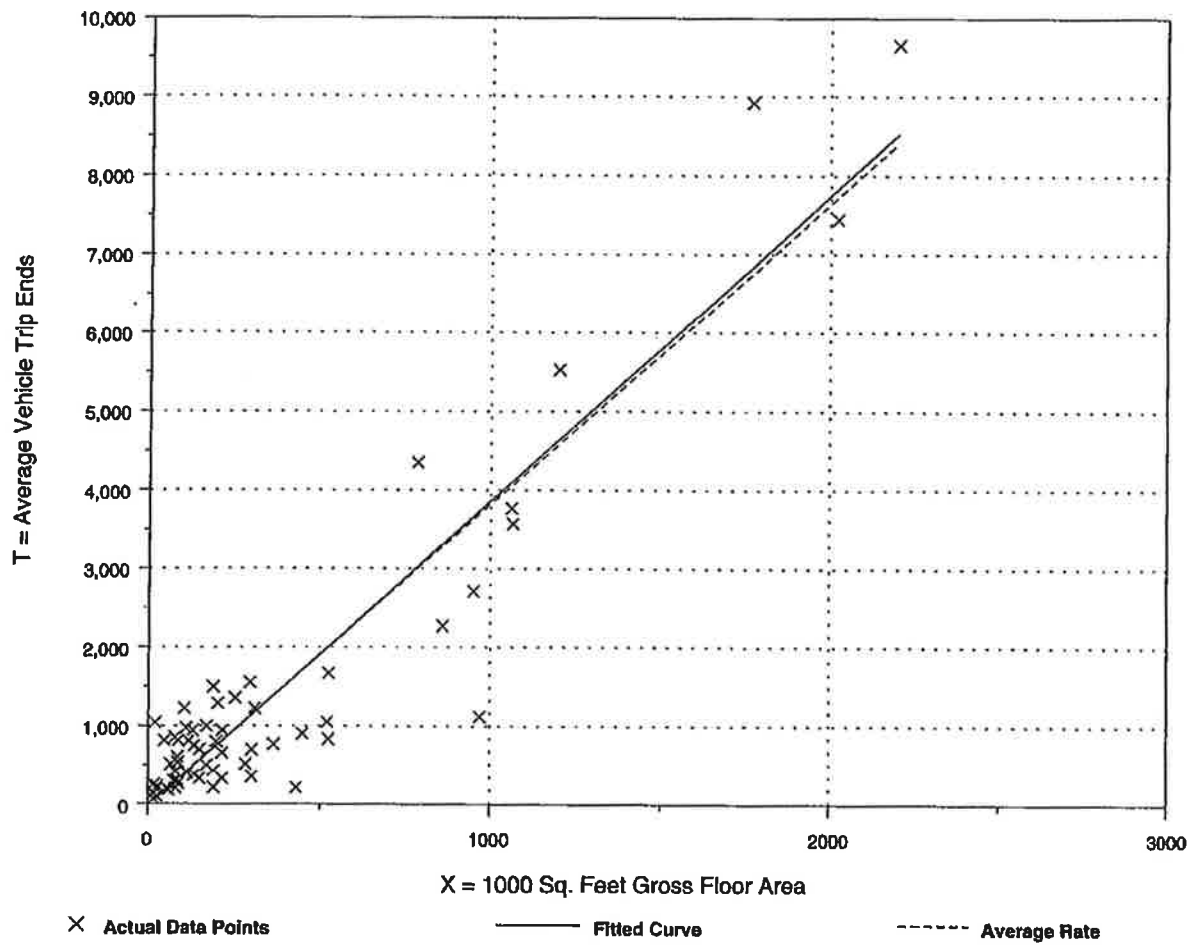
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 62
Average 1000 Sq. Feet GFA: 349
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
3.82	0.50 - 52.05	3.07

Data Plot and Equation



Fitted Curve Equation: T = 3.88(X) - 20.70 $R^2 = 0.87$

Manufacturing
(140)

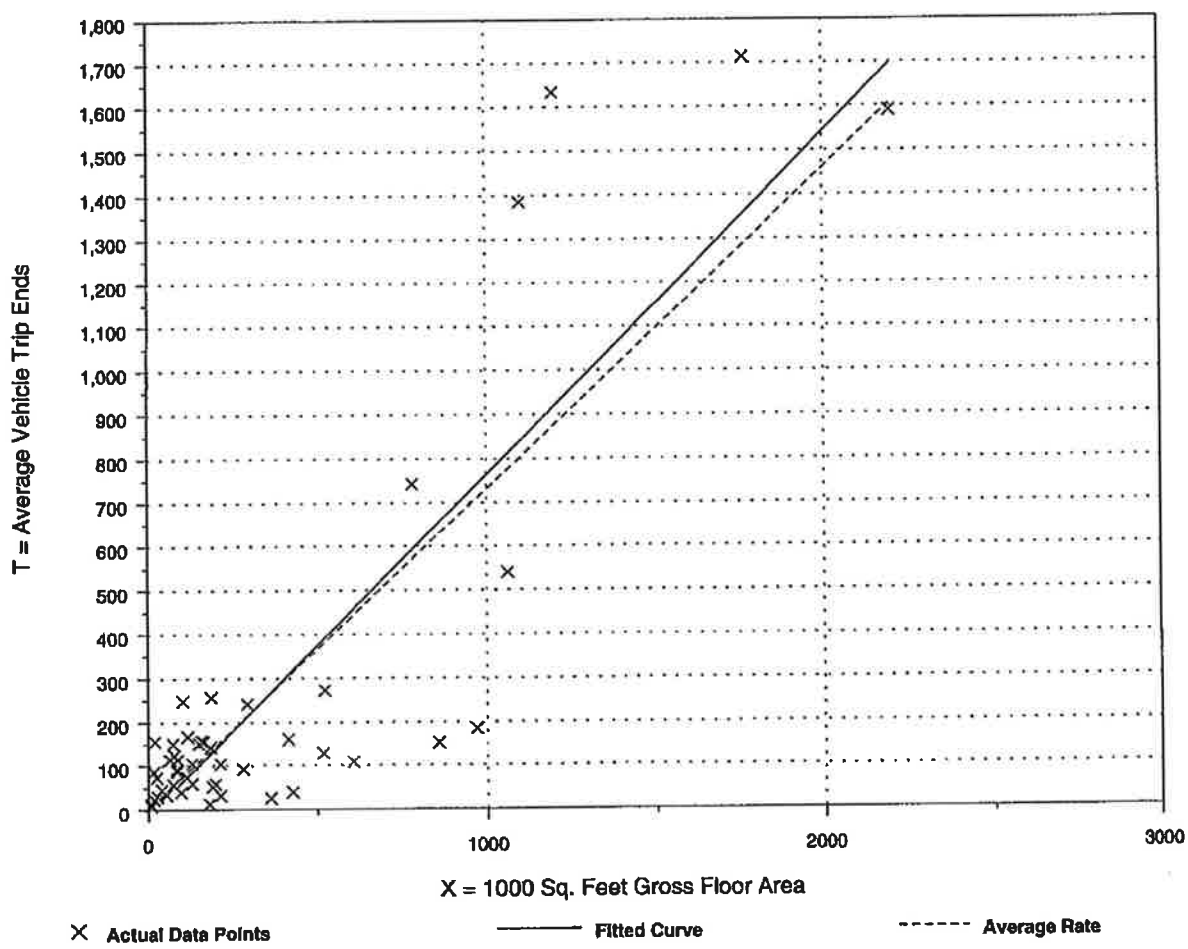
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 56
Average 1000 Sq. Feet GFA: 318
Directional Distribution: 36% entering, 64% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.73	0.07 - 7.85	1.01

Data Plot and Equation



× Actual Data Points ——— Fitted Curve ------ Average Rate

Fitted Curve Equation: T = 0.78(X) - 15.97 **R^2 = 0.75**

B-2. BUILDING B- MAIN CAMPUS TRIP DISTRIBUTIONS

The project trip distributions estimate the likely origins and destinations of new trips and their likely routes on the street system. The direction from which site traffic will approach or depart the development will vary depending on several factors including, but not limited to surrounding land uses; population densities; and condition and efficiency of the local street system (which influence travel times). The attached distributions were estimated by evaluating existing driveway movements, average daily trip counts on local streets (per Mukilteo's Transportation Plan) and surrounding population densities.

There are currently three future road connections that are planned for in the city of Mukilteo that could impact the attached distributions: 1) Paine Field Blvd extension (north of the site connecting SR-526 to 5th St/Mukilteo Blvd), 2) Harbour Pointe Blvd S./121st St SW extension/connection (south of the site), and 3) Harbour Reach Dr Extension (south of the site connecting Harbour Reach Dr/Harbour Pointe Blvd S. to Beverly Park Rd). Any one of these new extension improvements could impact the trip distributions, however it is not anticipated that they will be completed within the next 6-years and thus the attached distributions do not assume there completion.

Generally, it was estimated that 14% of the trips will travel west of the site, 42% will travel north and 44% to the south. No direct easterly travel is possible due to the location of Pain Field (Snohomish County Airport) directly east of the site. The attached distribution maps provide trip distribution for average daily trips (ADT) and PM peak with directional (inbound/outbound) assignments.

Building B Main Campus General Trip Distribution: (see attached Distribution Maps)

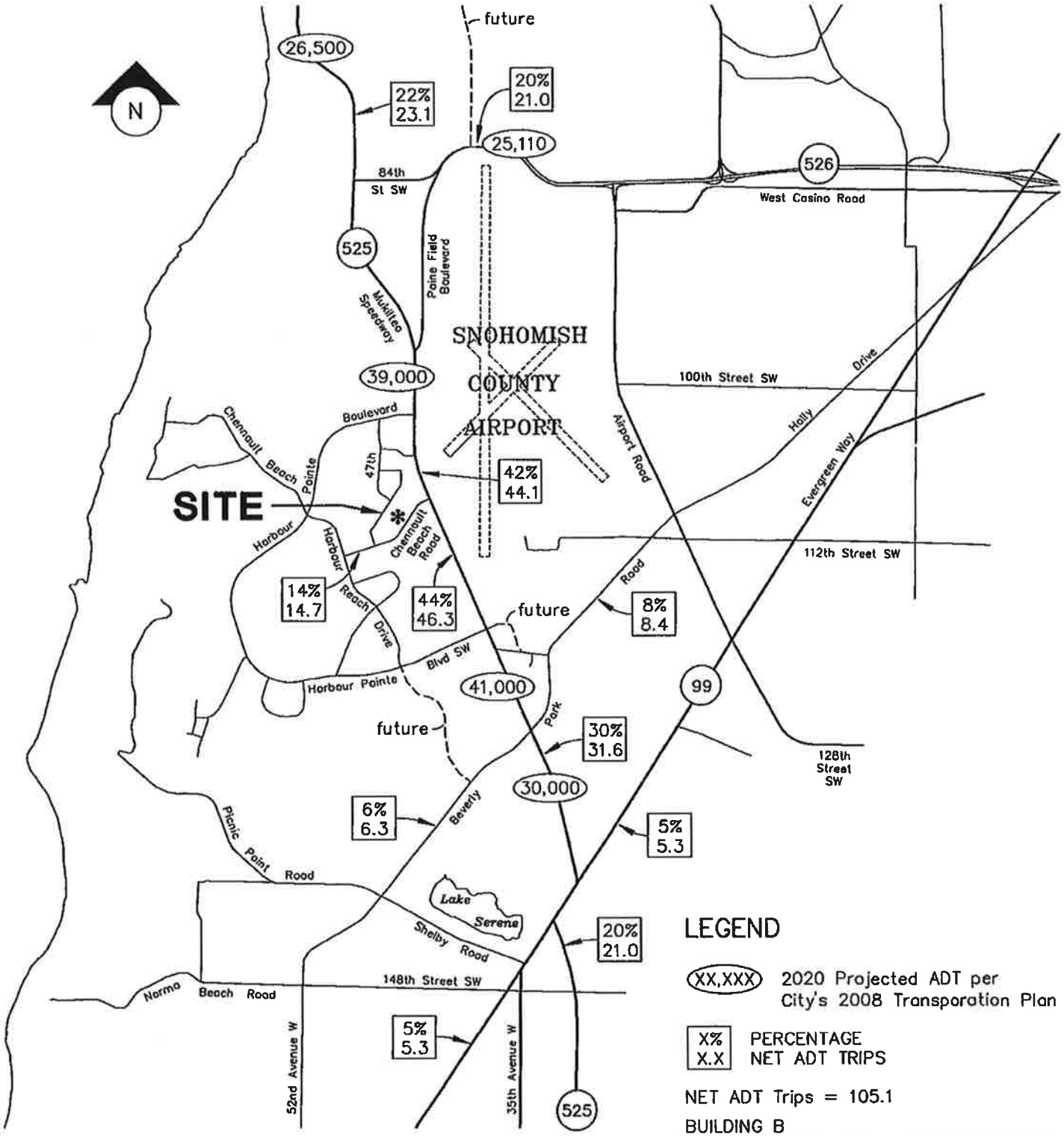
Development: 27,500 sf Manufacturing Building

South = 44%
- ADT = 46.3 trips
- PM Peak = 8.9 trips (5.7 outbound / 3.2 inbound)

North = 42%
- ADT = 44.1 trips
- PM Peak = 8.4 trips (5.4 outbound / 3.0 inbound)

West = 14%
- ADT = 14.7 trips
- PM Peak = 2.8 trips (1.8 outbound / 1.0 inbound)

ELECTROIMPACT INC.
ADT DISTRIBUTION – BUILDING B



LEGEND

(XX,XXX) 2020 Projected ADT per City's 2008 Transporation Plan

[X% / X.X] PERCENTAGE NET ADT TRIPS

NET ADT Trips = 105.1

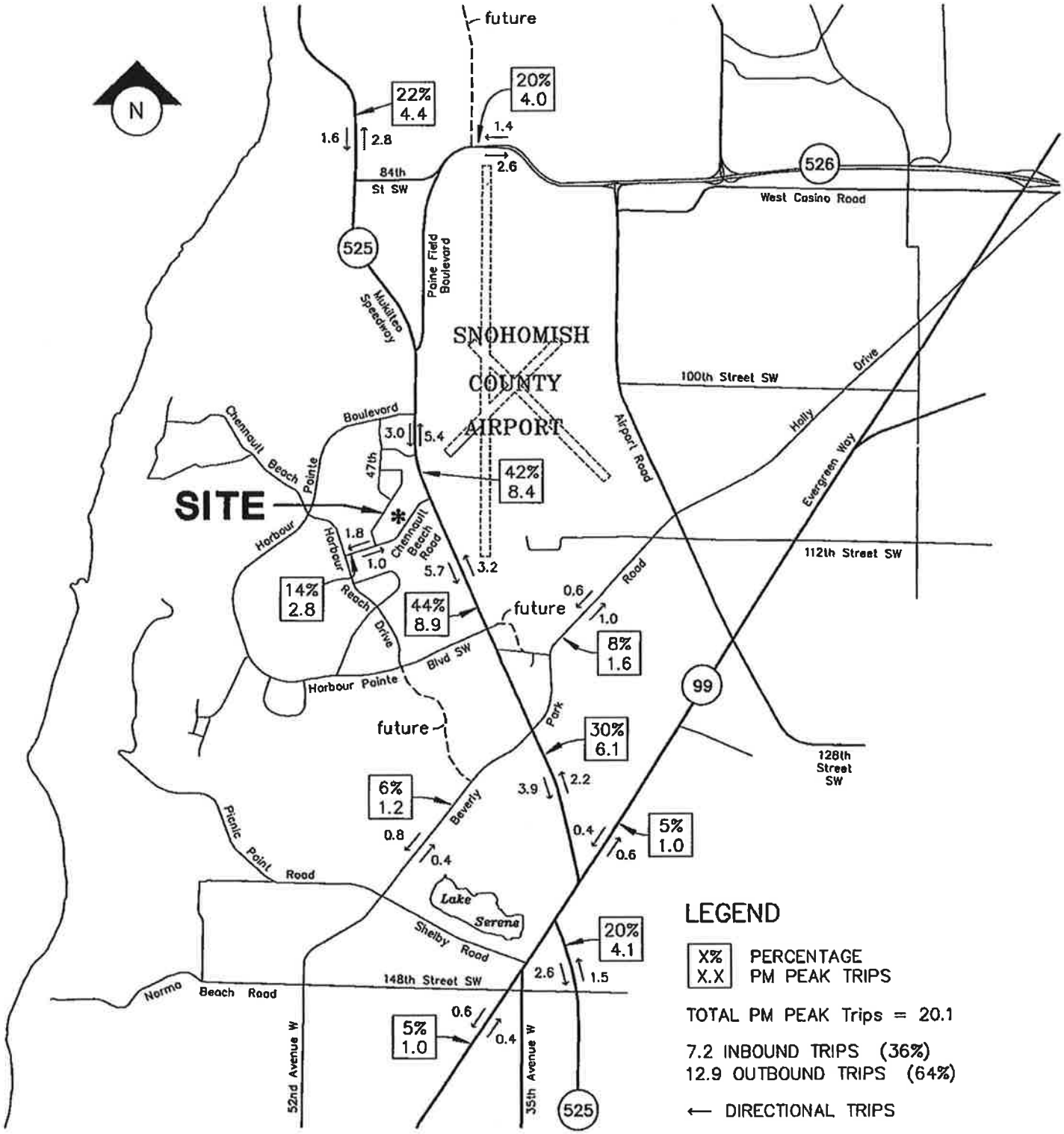
BUILDING B
27,500 SQUARE FEET – MANUFACTURING

ADT Trips = Average Daily Trips

LSA Lovell–Sauerland & Associates, Inc.
Engineers/Surveyors/Planners/Development Consultants
19217 36th Avenue W., Suite 106 Lynnwood, WA 98036 (425) 775–1591 LSAengineering.com

LSA No. 5183

ELECTROIMPACT INC.
PM PEAK DISTRIBUTION – BUILDING B



LEGEND

X% / X.X	PERCENTAGE / PM PEAK TRIPS

TOTAL PM PEAK Trips = 20.1

7.2 INBOUND TRIPS (36%)
12.9 OUTBOUND TRIPS (64%)

← DIRECTIONAL TRIPS

BUILDING B
27,500 SQUARE FEET – MANUFACTURING

Lovell–Sauerland & Associates, Inc.
Engineers/Surveyors/Planners/Development Consultants
19217 36th Avenue W., Suite 106 Lynnwood, WA 98036 (425) 775–1591 LSAengineering.com

LSA No. 5183

B-3. BUILDING B- MAIN CAMPUS SITE ACCESS

Currently access to the main campus site is provided at four locations along the northwest side of Chennault Beach Rd. An site access evaluation for the northeast access as performed and found to be adequate by David Evans and Associates, Inc. in October 2007. With the site expansion of the main Electroimpact campus the current southwest access is proposed to be shifted about 140 feet to the southwest to facilitate additional parking onsite. The shifted access point will nearly align (slightly shifted to the northeast) with an existing access point on the opposite (southeasterly) side of Chennault Beach Rd. The following evaluation analyzes the new proposed location of the southwest access point.

The WSDOT Design Manual M22-01.05, June 2009 will be used to evaluate if the available site distance of the proposed new location is adequate. Section 1310.09 and Exhibits 1310-22a in the WSDOT Design Manual contains the criteria to review adequate intersection sight distance (see attached WSDOT Exhibits 22a). As implemented by the David Evans October 2007 sight distance evaluation the entering car setback will be reduced to 10 feet (from the preferred 18 ft) due to the fact the access point is for an existing commercial/industrial site access (not a new street or highway intersection) and the relevantly low accident history along Chennault Beach Rd in the vicinity of the site.

An evaluation of the existing accident history along Chennault Beach Rd has been investigate to determine if there are any current safety concerns along the street corridor in the vicinity of the Electroimpact campuses. Accident history report obtained from the City of Mukilteo Police Department indicated that there have been 10 documented accidents on Chennault Beach Rd between the Mukilteo Speedway (SR-525) and Harbour Reach Rd between 2007 and 2009 (see attached report). Of the 10 accidents only two of them were known to be serious enough to cause injury. Additionally, only one accident occurred in the vicinity of the main campus (4400 block of Chennault Beach Rd) and two accidents occurred in the vicinity of the satellite campus (4700 block of Chennault Beach Rd). With only three accidents over the past three years and an anticipated average daily trips of 7,600 vehicles (per Mukilteo's 2008 Transportation Plan) the average annual accident rate over the last three years equates to 0.36 accidents per million vehicles. In the vicinity of the Electroimpact campuses the accident rate is significantly below 1.0 accident per million vehicles; with only one accident occurring per year on average, this is not enough to establish pattern or identify the corridor as a "high accident" location in the vicinity of the Electroimpact campuses.

A visual site inspection of the available sight distance at the proposed shifted southwest access points was performed in November 2009. Existing vegetation impedes the sight distance lines in its current condition; however with the proposed site development and expansion of the parking areas the sight obscuring vegetation will be removed. Attached photos demonstrate the existing line of sight conditions. Some of the existing street trees will be retained, but the low understory brush will be removed and shall be replaced with low growing (less that 18" in height) landscaping vegetation. With the removal of the sight obscuring vegetation it is estimated that there will be about 340 ft of available site distance to the northeast (to the left when exiting) and over 600 ft to the southwest (to the right when exiting).

The following calculations evaluate the required sight distance per WSDOT standards:

MAIN CAMPUS- SOUTHWEST ACCESS POINT:

Right Turn Movement- Looking Left (northeast)

Available Sight Distance (after vegetation removal) = 340 ft
Posted Speed Limit (V) = 35 mph
Street Gradient = 6% to 3% downhill
Design Vehicle = Single Unit Truck (SU) (typical delivery truck or bus, no large semi-truck deliveries will enter or exit at this access point)

Intersection Sight Distance Equation (per WSDOT Ex. 1310-22a)

$S_i = (1.47)\ (V)\ (T_g)$

Time Gap (T_g) Calculation:

T_g for SU (single unit trucks) vehicle = 9.5 sec
T_g for P (passenger car) vehicle = 7.5 sec
T_g credit for right turn maneuvers = -1.0 sec
Net SU T_g = 8.5 sec (9.5-1.0)
Net P T_g = 6.5 sec (7.5-1.0)

Right Turn Sight Distance Calculation for a SU vehicle:

$S_i = (1.47)\ (35\ \text{mph})\ (8.5\ \text{sec}) = 437.3\ \text{ft}$

Right Turn Sight Distance Calculation for a passenger car:

$S_i = (1.47)\ (35\ \text{mph})\ (6.5\ \text{sec}) = 334.4\ \text{ft}$

Solve for Available Design Speed (V) using Available Sight Distance (340 ft)

340 ft = (1.47) (? mph) (8.5 sec)
Available Design Speed = 27.2 mph

Thus, an approaching Vehicle traveling along Chennault Beach Rd would need to slow down to at least 27.2 mph once an existing vehicle from the site made an exiting maneuver. It is noted that a standard passenger car (P vehicle) would have adequate sight distance (334.4 ft) to maintain a posted speed limit of 35 mph.

Check Stopping Sight Distance for Safety considerations of the Available 340 ft of sight distance.

Solve for acceptable approaching Design Speed of a vehicle to stop with 340 ft of available sight distance. Using WSDOT table and Equations Ex 1260-3 and 1260-4 (attached).

$S = (1.47)(V)(2.5) + (V^2)/(30((11.2/32.2)+G))$

- G = Grade of street in % ,
- deceleration rate = 11.2 ft/sec
- perception/reaction time = 2.5 sec

Set S at 340 ft and G at -6%, V = 40.59 mph

Thus, an approaching vehicle traveling along Chennault Beach Rd could be traveling at 40.59 mph and would have adequate time to react (2.5 sec) and break (decelerate at 11.2 ft/sec) to stop and avoid a collision at the proposed new intersection location (340 ft).

Left Turn Movement- Looking right (southwest)

Available Sight Distance (after vegetation removal) = 600 ft
Posted Speed Limit (V) = 35 mph
Street Gradient = 6% to 3% uphill
Design Vehicle = Single Unit Truck (SU) or buss (no large semi-truck deliveries will enter or exit at this access point)

Intersection Sight Distance Equation (per WSDOT Ex. 1310-22a)

$S_i = (1.47)\ (V)\ (T_g)$

Time Gap (T_g) Calculation:

T_g for SU vehicle = 9.5 sec
T_g addition to account for 6% uphill grade climb (add 0.2 sec per each percent that exceeds 3%)
(3 x 0.2 sec) = 0.6 sec
Net T_g = 10.1 sec (9.5 + 0.6)

Left Turn Sight Distance Calculation:

$S_i = (1.47)\ (35\ \text{mph})\ (10.6\ \text{sec}) = 519.6\ \text{ft}$

Thus, with 600 feet of available sight distance a single-unit (SU) vehicle has adequate sight distance to maintain a posted speed limit of 35 mph.

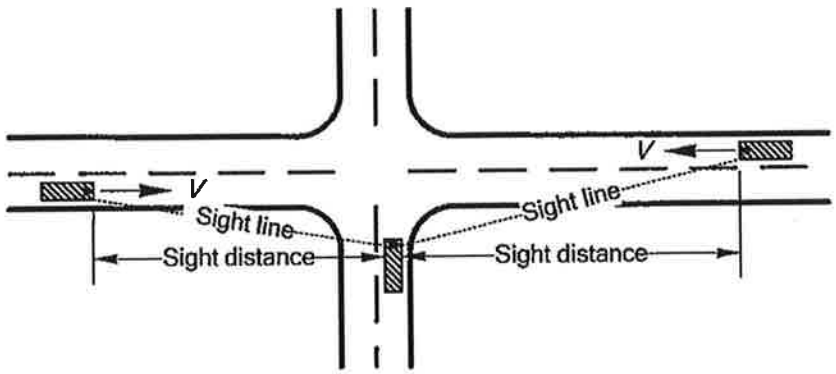
The preceding calculations show that the available sight distance (340 ft) is limited to the northeast and a vehicle would need to slow to about 27 mph to allow for a single-unit truck (SU vehicle) to exiting the new shifted access point. A passenger car (P vehicle) does have adequate sight distance to exit and allow the approaching vehicle on Chennault Beach Rd to maintain the posted speed limit of 35 mph. To the southwest the available sight distance (600 ft) is more than adequate to allow approaching vehicles maintain the posted speed limit of 35 mph.

To increase the available sight distance to the northeast the access point could be shifted northeasterly to the apex of the curve in Chennault Beach Rd alignment, however doing this would shift the access point away from the near alignment of an access point on the opposite side of the street and closer to an opposing access point northeast of the proposed location. This location would create a potential left turn exit conflict with the opposing access point that could increase the chance of a head-on collision with a left-turning exiting vehicle form the opposing access point. Thus, a shift of the access to the apex of the curve in Chennault Beach Rd would not be ideal.

Chennault Beach Rd terminates at a stop controlled T-intersection about 1,300 feet southwest of the shifted access point; consequently having a southwest bound vehicle on Chennault Beach Rd reduce its speed to 27 mph (for single-unit trucks which are less common) is a more acceptable condition than potentially creating a hazardous exiting collision condition. The evaluation of an exiting passenger car (P vehicle) does provide adequate sight distance (334.4 ft) to exit while allowing an approaching vehicle on Chennault Beach Rd to maintain the posted speed limit of 35 mph. There are many driveway and access points along this section of Chennault Beach Rd and consequently a driver should not be overly surprised by exiting or entering vehicles along the street. The proposed shifted location for the southwesterly is not ideal to maintain the 35 mph flow of traffic for all vehicles on Chennault Beach Rd, however it is adequate for a majority of the vehicles (passenger cars).

Main Campus Southwest Access Looking Northeast (left while exiting)

Main Campus Southwest Access Looking Southwest (right while exiting)



$S_i = 1.47Vt_g$
Where: S_i = Intersection sight distance (ft) V = Design speed of the through roadway (mph) t_g = Time gap for the minor roadway traffic to enter or cross the through roadway (sec)

Intersection Sight Distance Equation
Table 1

Design Vehicle	Time Gap (t_g) in Sec
Passenger car (P)	7.5
Single-unit trucks and buses (SU & BUS)	9.5
Combination trucks (WB-40, WB-50, & WB-67)	11.5

Note:
Values are for a stopped vehicle to turn left onto a two-lane two-way roadway with no median and grades 3% or less.

Intersection Sight Distance Gap Times (t_g)
Table 2

Adjust the t_g values listed in Table 2 as follows:

Crossing or right-turn maneuvers:

All vehicles	subtract 1.0 sec

Multilane roadways:

Left turns, for each lane in excess of one, to be crossed and for medians wider than 4 ft:

Passenger cars	add 0.5 sec
All trucks and buses	add 0.7 sec

Crossing maneuvers, for each lane in excess of two, to be crossed and for medians wider than 4 ft:

Passenger cars	add 0.5 sec
All trucks and buses	add 0.7 sec

Note: Where medians are wide enough to store the design vehicle, determine the sight distance as two maneuvers.

Crossroad grade greater than 3%:

All movements upgrade for each percent that exceeds 3%:

All vehicles	add 0.2 sec

Sight Distance at Intersections
Exhibit 1310-22a

Design Speed (mph)	Stopping Sight Distance (ft)					
	Downgrade			Upgrade		
	-3%	-6%	-9%	3%	6%	9%
25	158	165	173	147	143	140
30	205	215	227	190	184	179
35	258	271	288	237	229	222
40	315	333	354	289	278	269
45	378	401	428	345	331	320
50	447	474	508	405	389	375
55	520	553	594	470	450	433
60	599	638	687	539	515	495
65	683	729	786	612	585	561
70	772	826	892	690	658	631
75	867	928	1004	773	736	705
80	966	1037	1123	860	818	782

Design Stopping Sight Distance on Grades
Exhibit 1260-3

For stopping sight distances on grades between those listed, interpolate between the values given or use the equation in Exhibit 1260-4.

$$S = 1.47Vt + \frac{V^2}{30\left[\left(\frac{a}{32.2}\right) \pm \frac{G}{100}\right]}$$

Where:
S = Stopping sight distance on grade (ft)
V = Design speed (mph)
t = Perception/reaction time (2.5 sec)
a = Deceleration rate (11.2 ft/sec^2)
G = Grade (%)

Stopping Sight Distance on Grades
Exhibit 1260-4

(3) Crest Vertical Curves

Use Exhibit 1260-5 or the equations in Exhibit 1260-6 to find the minimum crest vertical curve length to provide stopping sight distance when given the algebraic difference in grades. When using the equations in Exhibit 1260-6, use h_1=3.50 feet and h_2=0.50 foot. Exhibit 1260-5 does not use the sight distance greater than the length of curve equation. When the sight distance is greater than the length of curve and the length of curve is critical, the $S>L$ equation given in Exhibit 1260-6 may be used to find the minimum curve length.

When a new crest vertical curve is built or an existing one is rebuilt with grades less than 3%, provide design stopping sight distance from Exhibit 1260-1. For grades 3% or greater, provide stopping sight distance from 1260.04(2).

Robert Long

From: Cynthia Thomas [cthomas@ci.mukilteo.wa.us]
Sent: Monday, November 16, 2009 2:37 PM
To: Robert Long
Subject: Accident Stats

Robert,
Listed below are the statistics you requested. If you have any other questions, please feel free to contact me.
Thank you.
Cindy Thomas

CITY OF MUKILTEO

POLICE DEPARTMENT

11-16-09

TO: Robert Long

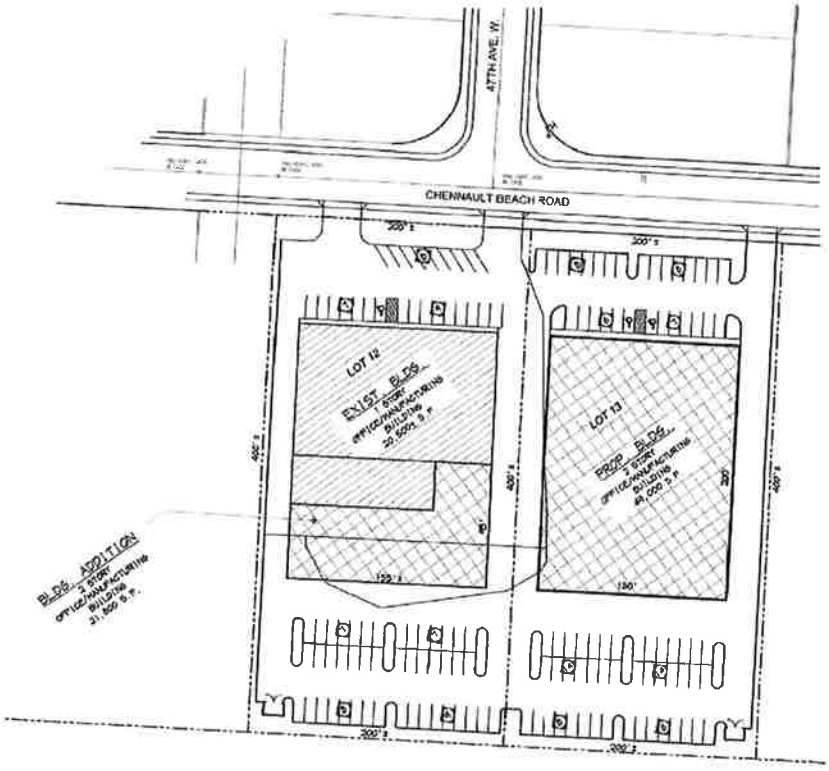
FROM: Cindy Thomas, Supervisor LE Records

RE: Accident Stats from 2007-2009 on Chennault Beach Road, between Harbour Reach and Mukilteo Speedway

Case/Type	Date	Time	# Cars	Injury	Location
07-2023/Hit&Run	10/22/07	13:02 hrs.	2 cars	UNK	6200 Chennault Bch Rd
08-246/Hit&Run	02/09/08	13:00 hrs.	2 cars	YES	Chennault/Speedway
08-468/Traffic AC	03/18/08	07:12 hrs.	2 cars	NO	Chennault/Harbour Reach
08-524/Hit&Run	03/27/08	00:51 hrs.	1 car	NO	4400 Chennault Bch Rd
08-762/Traffic AC	05/05/08	11:45 hrs.	2 cars	UNK	4300 Chennault Bch Rd
08-1245/Traffic AC	07/19/08	02:22 hrs.	2 cars	NO	4700 Chennault Bch Rd
08-2197/Traffic AC	12/17/08	17:25 hrs.	2 cars	YES	4700 Chennault Bch Rd
08-2242/Hit&Run	12/30/08	15:58 hrs.	3 cars	NO	5700 Chennault Bch Rd
09-453/Traffic AC	03/24/09	00:01 hrs.	1 car	NO	4332 Chennault Bch Rd
09-546/Traffic AC	04/08/09	07:25 hrs.	2 cars	NO	4200 Chennault Bch Rd

C. Lot 12- SATELLITE CAMPUS

Expansion Improvement: Construction of a 21,800 sf manufacturing building expansion and westerly shift of existing **east access on lot 12 (joint access with lot 13) to align with 47th Ave W** on the Electroimpact **satellite campus.**



C-1. LOT 12- SATELLITE CAMPUS TRIP GENERATION

The construction of a 21,800 sf expansion of an existing manufacturing building will result in new traffic. The amount of new traffic, trip generation is determined using trip generation rates provided in the *Institute of Transportation Engineers Trip Generation Report, 8th Edition* (*ITE manual*). For the purpose of this evaluation the total proposed building expansion area of 21,800 sf will be used to evaluate the estimated trip generation. No credit or reduction for pass-by, diverted link or internal trip capture generated by the current site development will be realized.

The total number of trips generated by the proposed building B expansion has been estimated using the ITE average vehicle trip rates for land use *code 140, Manufacturing*. Per the ITE manual the following description is given for land use code 140: "Manufacturing facilities are areas where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, manufacturing facilities generally also have office, warehouse, research and associated functions."

An average rate per 1,000 sq ft was obtained from the *ITE Manual* to determine the total number of new project trips [3.82 ADT and 0.73 p.m. peak trips (4 to 6 PM) per 1,000 sq ft]. The following table summarizes the projects trip generation using the ITE manual generation rates:

Electro impact- Lot 12 Satellite Campus Traffic Generation[1,2] Table	
Total Average Weekday Trips (ADT): ITE Code 140 –Manufacturing 21,800 sq. ft. at 3.82 ADT/1000 sq. ft	83.3
PM Peak Hour Trips of Adjacent Street Traffic 4 to 6 PM: ITE Code 140 –Manufacturing 21,800 sq. ft. at 0.73 PM peak/1000 sq. ft	15.9
Inbound Trips (36%)	5.7
Outbound Trips (64%)	10.2

3. Trips rates are average trip rates from ITE Trip Generation Report, 8th Edition- Manufacturing ITE Code 140.
4. No reductions for pass-by, diverted link or internal trip capture have been applied.

Manufacturing
(140)

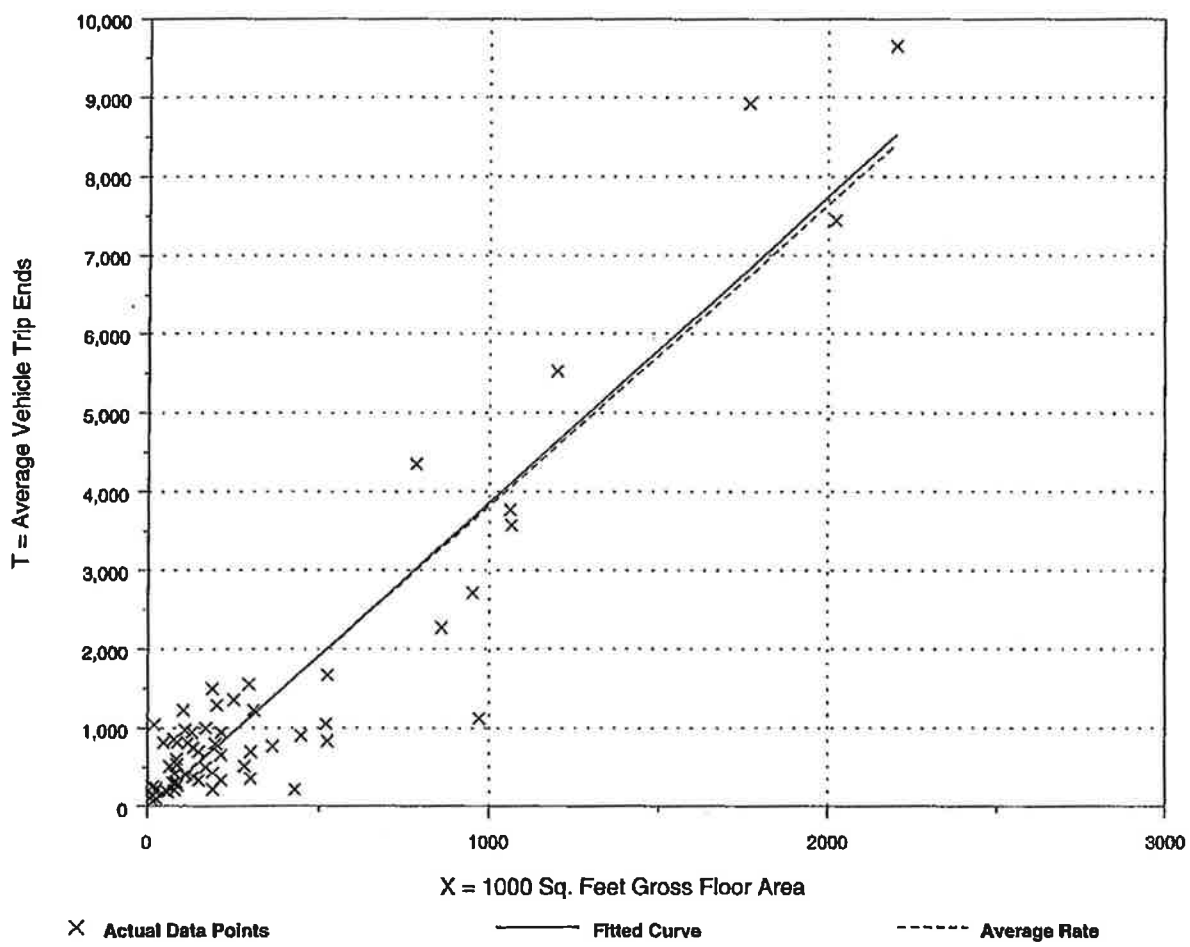
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 62
Average 1000 Sq. Feet GFA: 349
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
3.82	0.50 - 52.05	3.07

Data Plot and Equation



Fitted Curve Equation: T = 3.88(X) - 20.70 $R^2 = 0.87$

Manufacturing
(140)

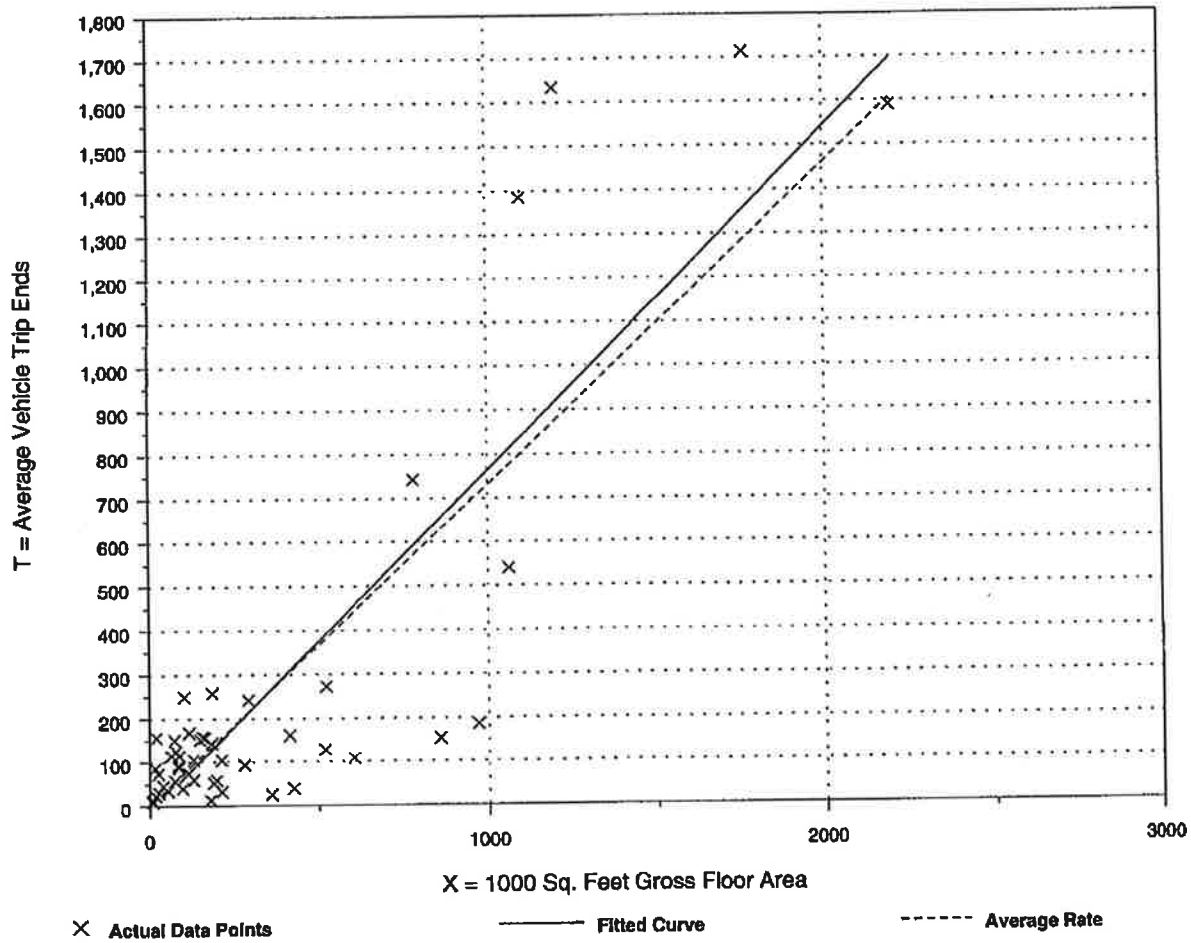
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 56
Average 1000 Sq. Feet GFA: 318
Directional Distribution: 36% entering, 64% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.73	0.07 - 7.85	1.01

Data Plot and Equation



Fitted Curve Equation: T = 0.78(X) - 15.97

R^2 = 0.75

C-2. LOT 12- SATELLITE CAMPUS TRIP DISTRIBUTIONS

The project trip distributions estimate the likely origins and destinations of new trips and their likely routes on the street system. The direction from which site traffic will approach or depart the development will vary depending on several factors including, but not limited to surrounding land uses; population densities; and condition and efficiency of the local street system (which influence travel times). The attached distributions were estimated by evaluating existing driveway movements, average daily trip counts on local streets (per Mukilteo's Transportation Plan) and surrounding population densities.

There are currently three future road connections that are planned for in the city of Mukilteo that could impact the attached distributions: 1) Paine Field Blvd extension (north of the site connecting SR-526 to 5th St/Mukilteo Blvd), 2) Harbour Pointe Blvd S./121st St SW extension/connection (south of the site), and 3) Harbour Reach Dr Extension (south of the site connecting Harbour Reach Dr/Harbour Pointe Blvd S. to Beverly Park Rd). Any one of these new extension improvements could impact the trip distributions, however it is not anticipated that they will be completed within the next 6-years and thus the attached distributions do not assume there completion.

Generally, it was estimated that 14% of the trips will travel west of the site, 42% will travel north and 44% to the south. No direct easterly travel is possible due to the location of Pain Field (Snohomish County Airport) directly east of the site. The attached distribution maps provide trip distribution for average daily trips (ADT) and PM peak with directional (inbound/outbound) assignments.

Lot 12- Satellite Campus Building Expansion General Trip Distribution: (see attached Distribution Maps)

Development: 21,800 sf Manufacturing Building Expansion

South = 44%
- ADT = 36.6 trips
- PM Peak = 7.0 trips (4.5 outbound / 2.5 inbound)

North = 42%
- ADT = 35.0 trips
- PM Peak = 6.7 trips (4.3 outbound / 2.4 inbound)

West = 14%
- ADT = 11.7 trips
- PM Peak = 2.2 trips (1.4 outbound / 0.8 inbound)

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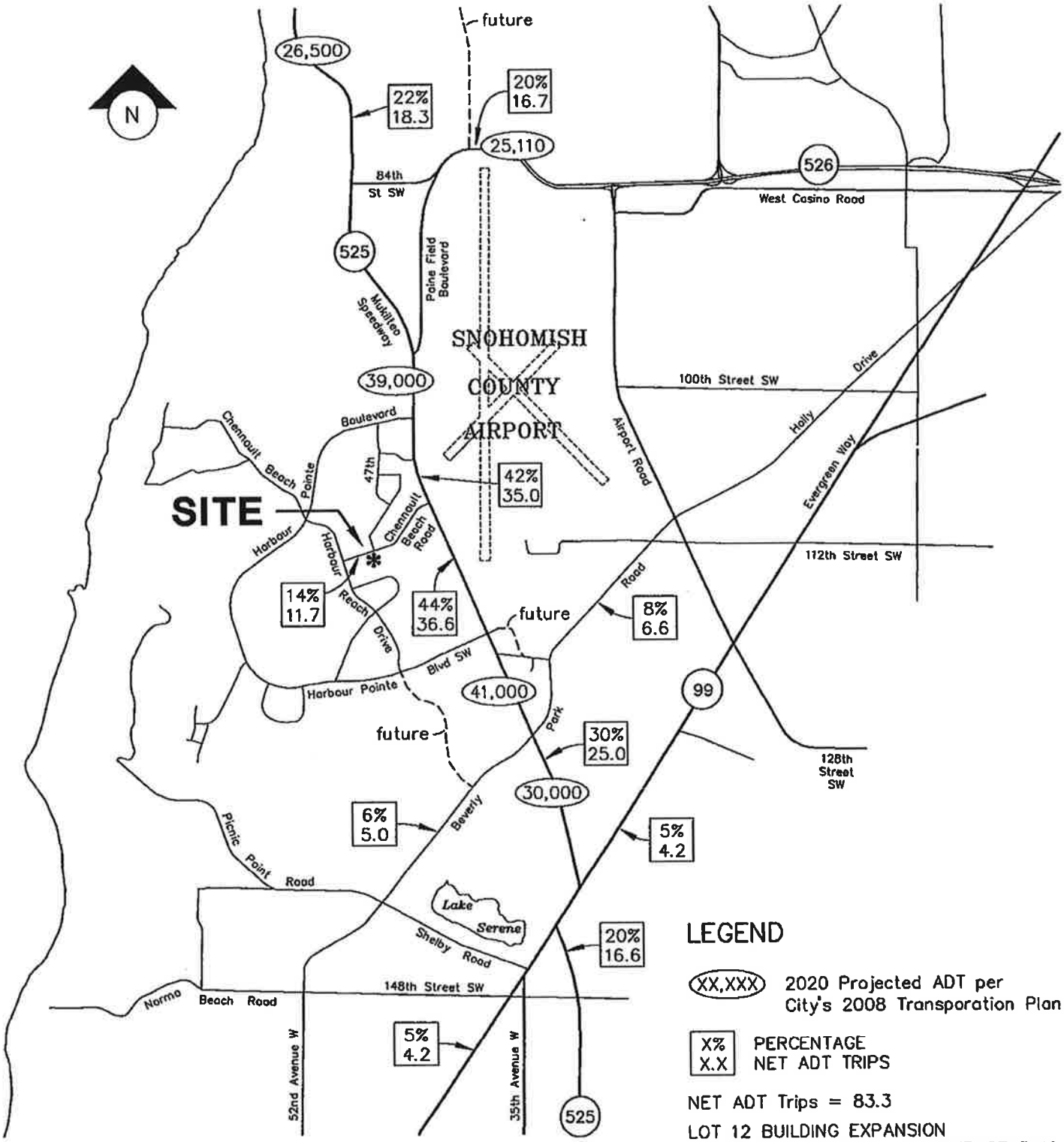
ADT DISTRIBUTION – LOT 12



LEGEND

(XX,XXX) 2020 Projected ADT per City's 2008 Transporation Plan

[X% / X.X] PERCENTAGE NET ADT TRIPS

NET ADT Trips = 83.3

LOT 12 BUILDING EXPANSION
21,800 SQUARE FEET – MANUFACTURING

ADT Trips = Average Daily Trips

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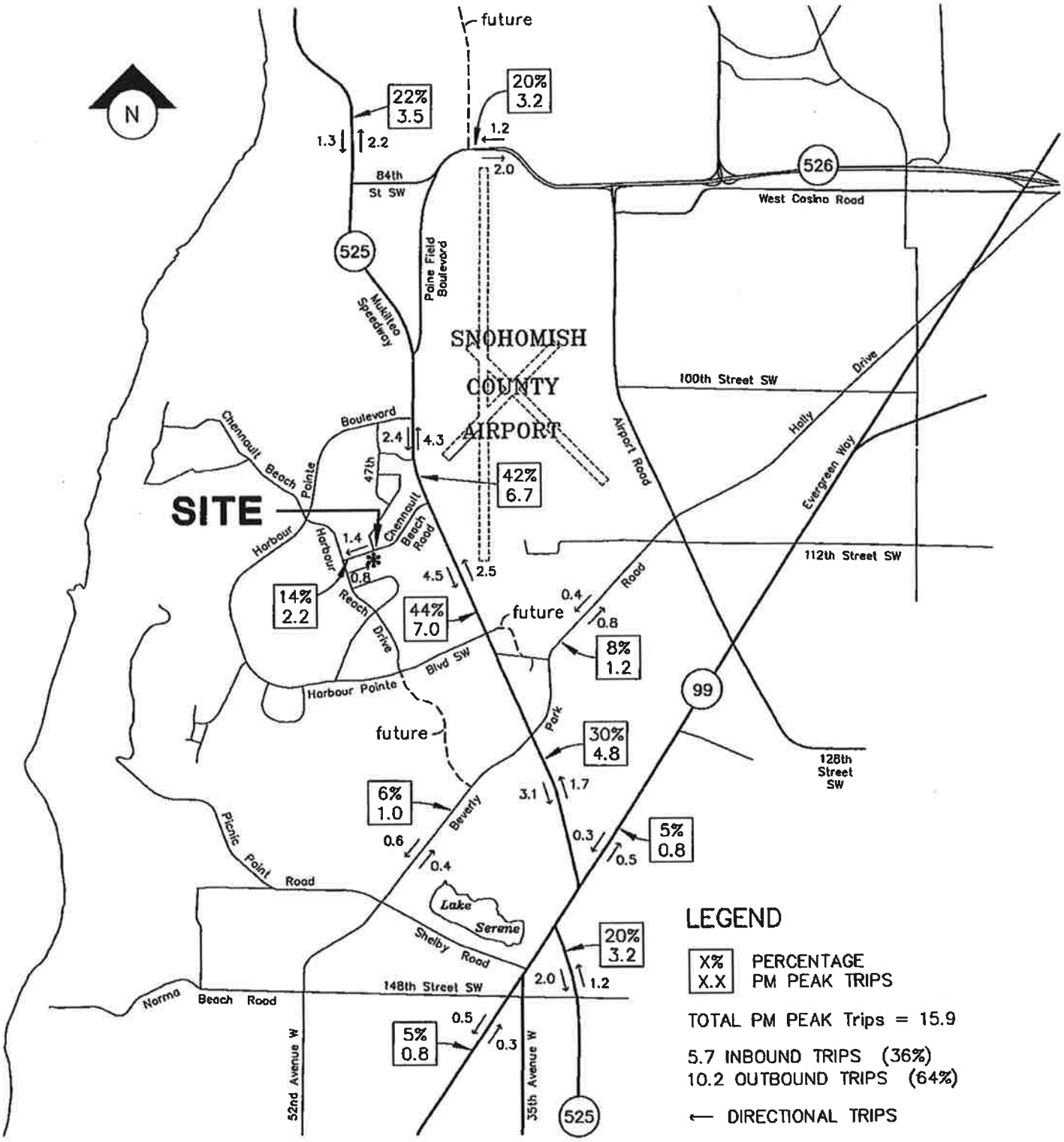
ELECTROIMPACT INC.
PM PEAK DISTRIBUTION - LOT 12



LEGEND

X% / X.X	PERCENTAGE / PM PEAK TRIPS

TOTAL PM PEAK Trips = 15.9

5.7 INBOUND TRIPS (36%)
10.2 OUTBOUND TRIPS (64%)

← DIRECTIONAL TRIPS

LOT 12 BUILDING EXPANSION
21,800 SQUARE FEET – MANUFACTURING

LSA Lovell-Sauerland & Associates, Inc.
Engineers/Surveyors/Planners/Development Consultants
19217 36th Avenue W., Suite 106 Lynnwood, WA 98036 (425) 775-1591 LSAengineering.com

LSA No. 5183

C-3. LOT 12- SATELLITE CAMPUS SITE ACCESS

Currently access to Lot 12- satellite campus site is provided at two locations along the southeast side of Chennault Beach Rd. With the site expansion of the satellite campus the current northeast access is proposed to be slightly shifted about +/-10 feet to the southwest. The shifted access point will better align (slightly shifted to the northeast) with the existing intersection of 47th Ave W on the opposite side of Chennault Beach Rd. The northeast access point will serve as a joint access between Lot 12 and 13 of the Electroimpact Satellite Campus. The following evaluation analyzes the new proposed location of the northeast access point.

The WSDOT Design Manual M22-01.05, June 2009 will be used to evaluate if the available site distance of the proposed new location is adequate. Section 1310.09 and Exhibits 1310-22a in the WSDOT Design Manual contains the criteria to review adequate intersection sight distance (see attached WSDOT Ex 22a).

A visual site inspection of the available sight distance at the proposed shifted northeast access points was performed in November 2009. The alignment of Chennault Beach Rd along the satellite campus is relatively straight and constant grade with a slight incline (+/-3%) to the northeast. Attached photos demonstrate the existing line of sight conditions. During the site evaluation it is estimated that there is over 650 feet of available site distance in both the northeast and southwest directions.

The following calculations evaluate the required sight distance per WSDOT standards:

LOT 12- SATELLITE CAMPUS- NORTHEAST ACCESS POINT:

Right Turn Movement- Looking Left (southwest)

Available Sight Distance = 650 ft
Posted Speed Limit (V) = 35 mph
Street Gradient = 3% downhill
Design Vehicle = Large semi-truck deliveries may occur (WB-67)

Intersection Sight Distance Equation (per WSDOT Ex. 1310-22a)

$S_i = (1.47)\ (V)\ (T_g)$

Time Gap (T_g) Calculation:

T_g for WB-67 (combination semi-trucks) vehicle = 11.5 sec
T_g for P (passenger car) vehicle = 7.5 sec
T_g credit for right turn maneuvers = -1.0 sec
Net WB-67 T_g = 10.5 sec (11.5-1.0)
Net P T_g = 6.5 sec (7.5-1.0)

Right Turn Sight Distance Calculation for a WB-67 vehicle:

$S_i = (1.47)\ (35\ \text{mph})\ (10.5\ \text{sec}) = 540.2\ \text{ft}$

Right Turn Sight Distance Calculation for a passenger car:

$S_i = (1.47)\ (35\ \text{mph})\ (6.5\ \text{sec}) = 334.4\ \text{ft}$

Thus, with 650 feet of available sight distance both large truck and passenger car vehicles have adequate sight distance to maintain a posted speed limit of 35 mph.

Left Turn Movement- Looking right (northeast)

Available Sight Distance = 650 ft
Posted Speed Limit (V) = 35 mph
Street Gradient = 3% uphill
Design Vehicle = Large semi-truck deliveries may occur (WB-67)

Intersection Sight Distance Equation (per WSDOT Ex. 1310-22a)

$S_i = (1.47)\ (V)\ (T_g)$

Time Gap (T_g) Calculation:

T_g for WB-67 (combination semi-trucks) vehicle = 11.5 sec
T_g for P (passenger car) vehicle = 7.5 sec
T_g for center turn median add 0.7 sec trucks and 0.5 sec for right passenger cars
Net WB-67 T_g = 12.2 sec (11.5+.07)
Net P T_g = 8.0 sec (7.5+0.5)

Left Turn Sight Distance Calculation for a WB-67 vehicle:

$S_i = (1.47)\ (35\ \text{mph})\ (12.2\ \text{sec}) = 627.7\ \text{ft}$

Left Turn Sight Distance Calculation for a passenger car:

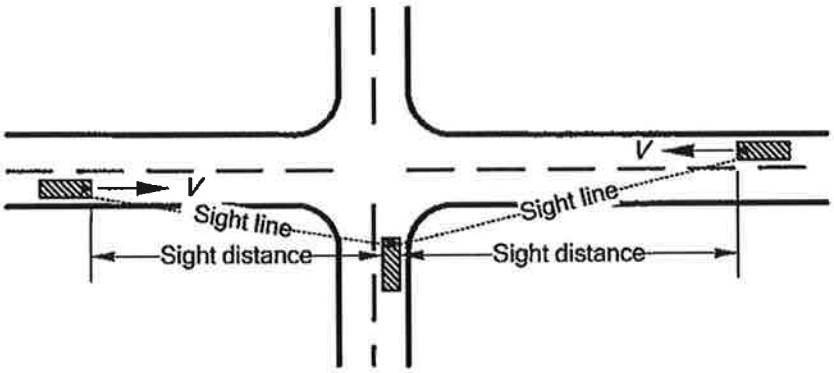
$S_i = (1.47)\ (35\ \text{mph})\ (8.0\ \text{sec}) = 411.6\ \text{ft}$

Thus, with over 650 feet of available sight distance, both large truck and passenger car vehicles have adequate sight distance to maintain a posted speed limit of 35 mph.

The preceding calculations show that the available sight distance (650 ft) will provide for adequate sight distance for exiting vehicles for the northeast access point of Lot 12- Satellite campus.

Lot 12- Satellite Campus Northeast Access Looking Northeast (right while exiting)

Lot 12- Satellite Campus Northeast Access Looking Southwest (left while exiting)



$S_i = 1.47Vt_g$
Where: S_i = Intersection sight distance (ft) V = Design speed of the through roadway (mph) t_g = Time gap for the minor roadway traffic to enter or cross the through roadway (sec)

Intersection Sight Distance Equation
Table 1

Design Vehicle	Time Gap (t_g) in Sec
Passenger car (P)	7.5
Single-unit trucks and buses (SU & BUS)	9.5
Combination trucks (WB-40, WB-50, & WB-67)	11.5
Note: Values are for a stopped vehicle to turn left onto a two-lane two-way roadway with no median and grades 3% or less.	

Intersection Sight Distance Gap Times (t_g)
Table 2

Adjust the t_g values listed in Table 2 as follows:

Crossing or right-turn maneuvers:

All vehicles subtract 1.0 sec

Multilane roadways:

Left turns, for each lane in excess of one, to be crossed and for medians wider than 4 ft:

Passenger cars add 0.5 sec
All trucks and buses add 0.7 sec

Crossing maneuvers, for each lane in excess of two, to be crossed and for medians wider than 4 ft:

Passenger cars add 0.5 sec
All trucks and buses add 0.7 sec

Note: Where medians are wide enough to store the design vehicle, determine the sight distance as two maneuvers.

Crossroad grade greater than 3%:

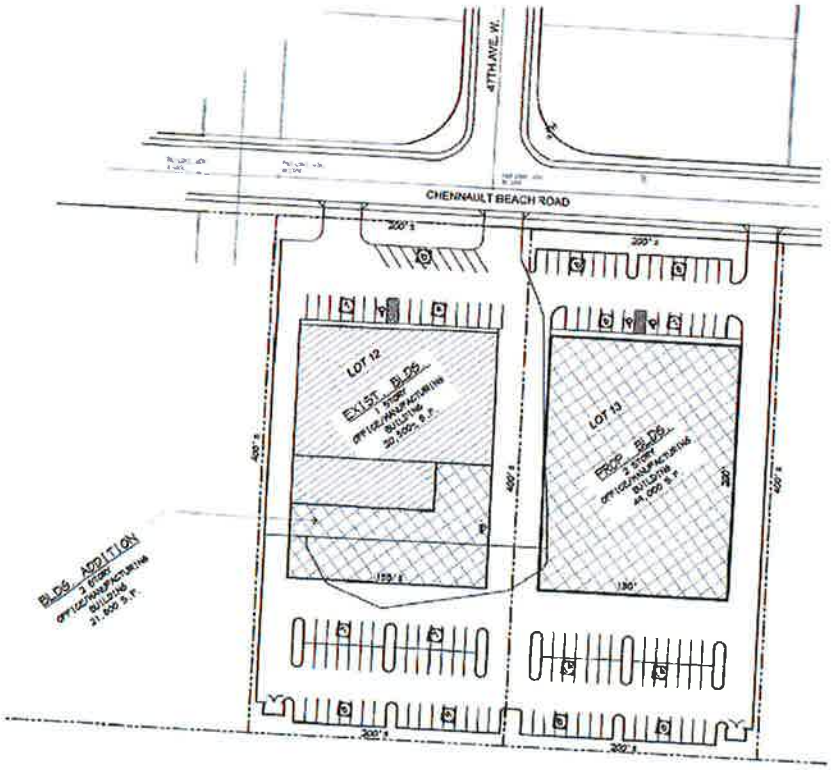
All movements upgrade for each percent that exceeds 3%:

All vehicles add 0.2 sec

Sight Distance at Intersections
Exhibit 1310-22a

D. Lot 13- SATELLITE CAMPUS

Expansion Improvement: Construction of a 44,000 sf manufacturing building a new driveway access point near the **northeast corner of Lot 13 of the Electroimpact satellite campus.**



D-1. LOT 13- SATELLITE CAMPUS TRIP GENERATION

The construction of a 44,000 sf manufacturing building will result in new traffic. The amount of new traffic, trip generation is determined using trip generation rates provided in the *Institute of Transportation Engineers Trip Generation Report, 8th Edition* (*ITE manual*). For the purpose of this evaluation the total proposed gross building area of 44,000 sf will be used to evaluate the estimated trip generation. No credit or reduction for pass-by, diverted link or internal trip capture generated by the current site development will be realized.

The total number of trips generated by the proposed building B expansion has been estimated using the ITE average vehicle trip rates for land use *code 140, Manufacturing*. Per the ITE manual the following description is given for land use code 140: "Manufacturing facilities are areas where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, manufacturing facilities generally also have office, warehouse, research and associated functions."

An average rate per 1,000 sq ft was obtained from the *ITE Manual* to determine the total number of new project trips [3.82 ADT and 0.73 p.m. peak trips (4 to 6 PM) per 1,000 sq ft]. The following table summarizes the projects trip generation using the ITE manual generation rates:

Electro impact- Lot 13 Satellite Campus Traffic Generation[1,2] Table	
Total Average Weekday Trips (ADT): ITE Code 140 –Manufacturing 44,000 sq. ft. at 3.82 ADT/1000 sq. ft	168.1
PM Peak Hour Trips of Adjacent Street Traffic 4 to 6 PM: ITE Code 140 –Manufacturing 44,000 sq. ft. at 0.73 PM peak/1000 sq. ft	32.1
Inbound Trips (36%)	11.6
Outbound Trips (64%)	20.5

5. Trips rates are average trip rates from ITE Trip Generation Report, 8th Edition- Manufacturing ITE Code 140.
6. No reductions for pass-by, diverted link or internal trip capture have been applied.

Manufacturing
(140)

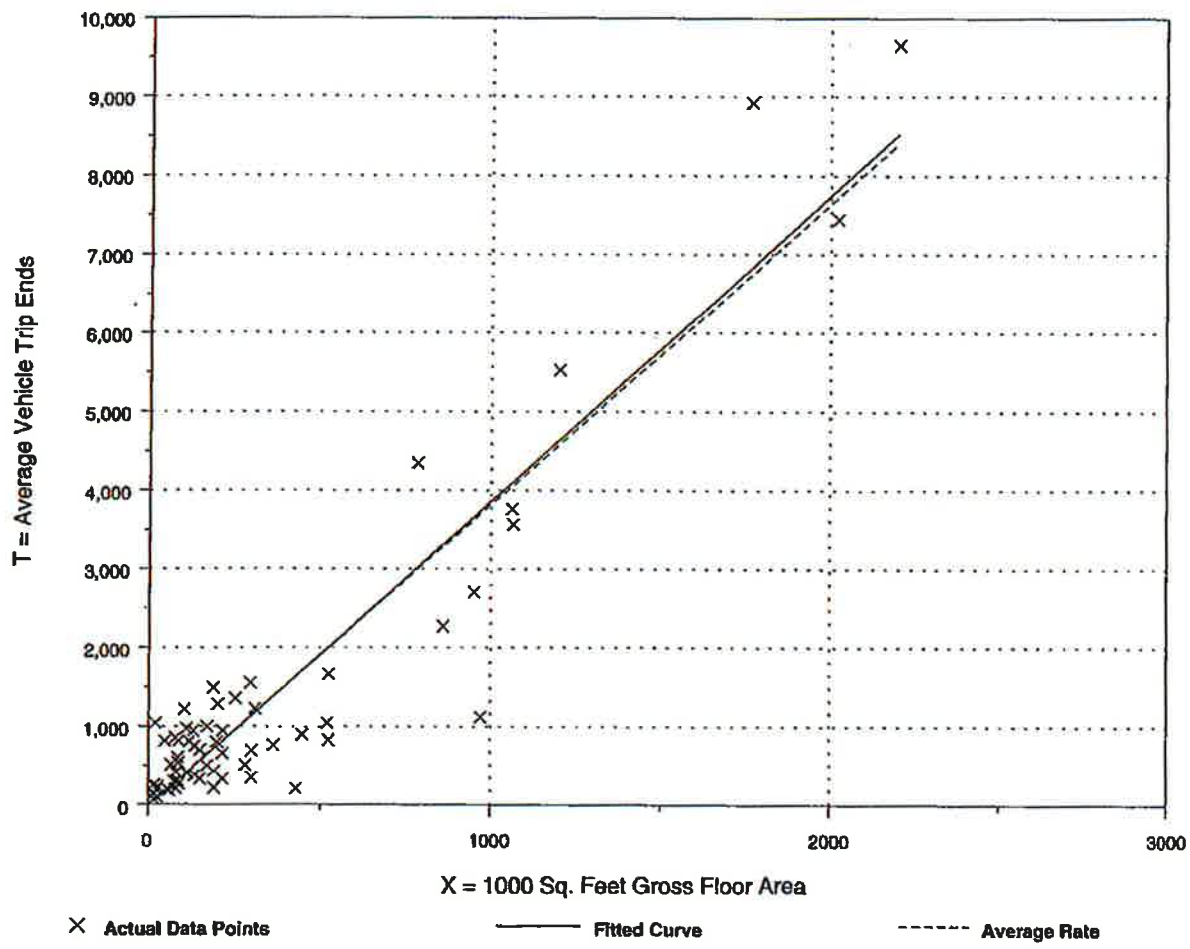
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 62
Average 1000 Sq. Feet GFA: 349
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
3.82	0.50 - 52.05	3.07

Data Plot and Equation



Fitted Curve Equation: T = 3.88(X) - 20.70 $R^2 = 0.87$

Manufacturing
(140)

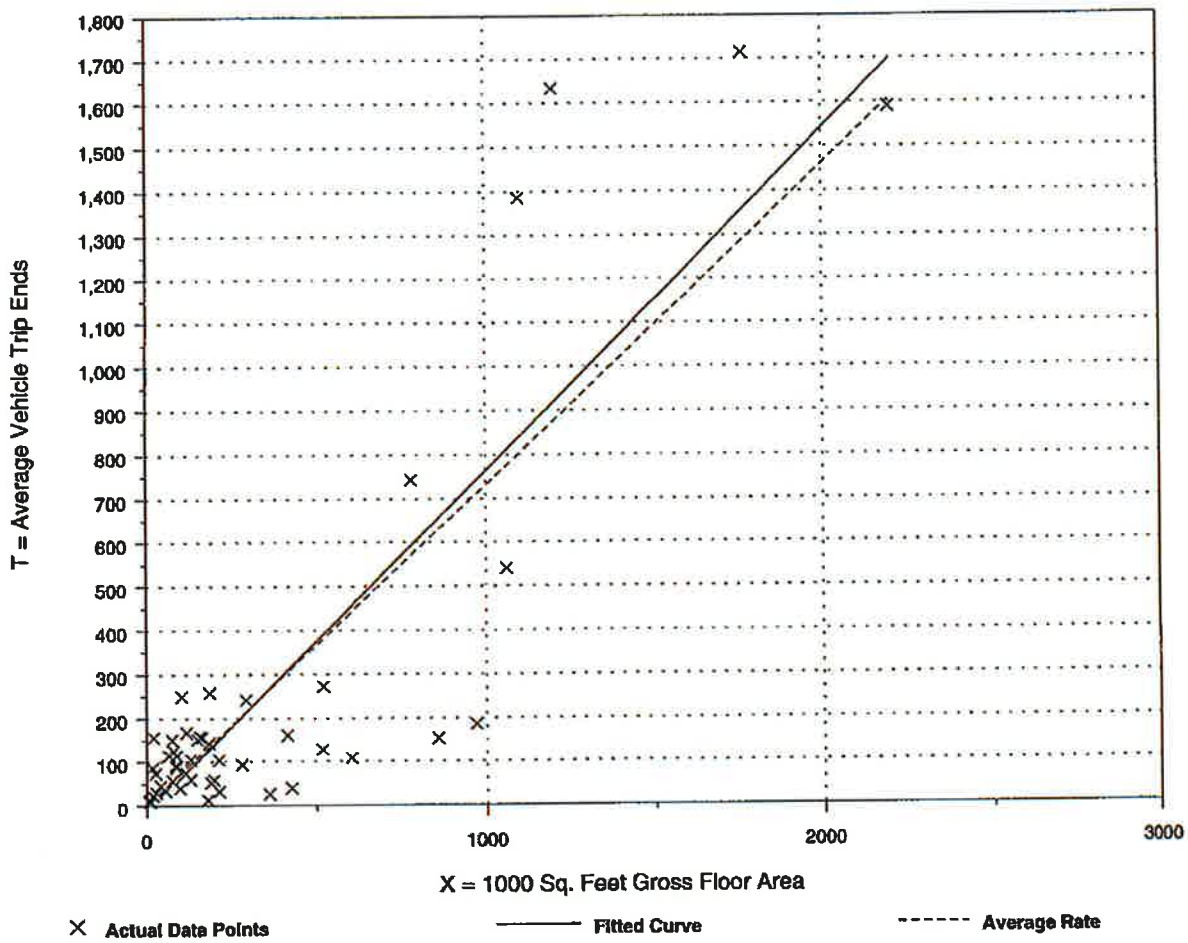
Average Vehicle Trip Ends vs: **1000 Sq. Feet Gross Floor Area**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 56
Average 1000 Sq. Feet GFA: 318
Directional Distribution: 36% entering, 64% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.73	0.07 - 7.85	1.01

Data Plot and Equation



Fitted Curve Equation: T = 0.78(X) - 15.97

R^2 = 0.75

D-2. LOT 13- SATELLITE CAMPUS TRIP DISTRIBUTIONS

The project trip distributions estimate the likely origins and destinations of new trips and their likely routes on the street system. The direction from which site traffic will approach or depart the development will vary depending on several factors including, but not limited to surrounding land uses; population densities; and condition and efficiency of the local street system (which influence travel times). The attached distributions were estimated by evaluating existing driveway movements, average daily trip counts on local streets (per Mukilteo's Transportation Plan) and surrounding population densities.

There are currently three future road connections that are planned for in the city of Mukilteo that could impact the attached distributions: 1) Paine Field Blvd extension (north of the site connecting SR-526 to 5th St/Mukilteo Blvd), 2) Harbour Pointe Blvd S./121st St SW extension/connection (south of the site), and 3) Harbour Reach Dr Extension (south of the site connecting Harbour Reach Dr/Harbour Pointe Blvd S. to Beverly Park Rd). Any one of these new extension improvements could impact the trip distributions, however it is not anticipated that they will be completed within the next 6-years and thus the attached distributions do not assume there completion.

Generally, it was estimated that 14% of the trips will travel west of the site, 42% will travel north and 44% to the south. No direct easterly travel is possible due to the location of Pain Field (Snohomish County Airport) directly east of the site. The attached distribution maps provide trip distribution for average daily trips (ADT) and PM peak with directional (inbound/outbound) assignments.

Lot 13- Satellite Campus Building Expansion General Trip Distribution: (see attached Distribution Maps)

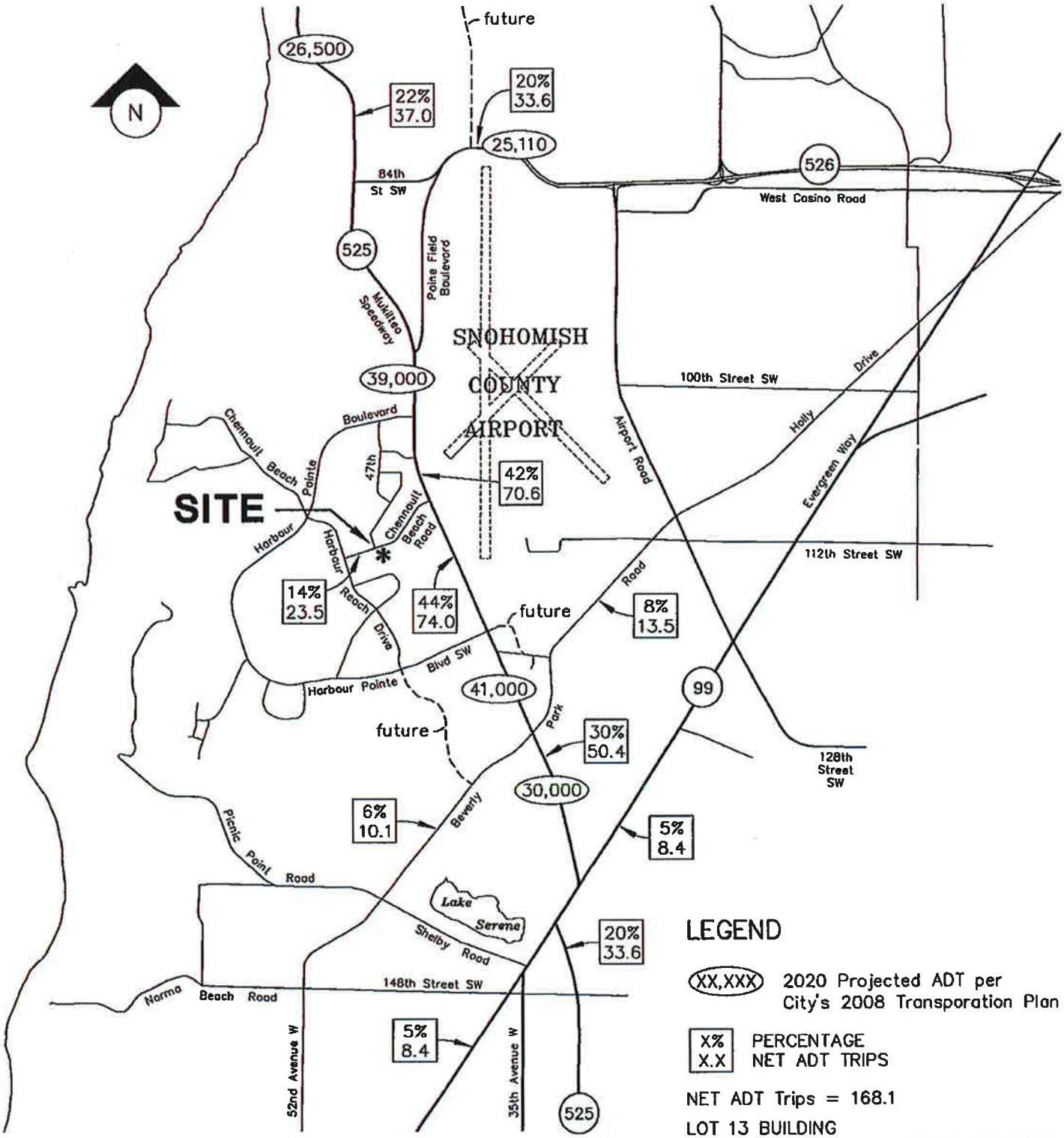
Development: 44,000 sf Manufacturing Building

South = 44%
- ADT = 74.0 trips
- PM Peak = 14.1 trips (9.0 outbound / 5.1 inbound)

North = 42%
- ADT = 70.6 trips
- PM Peak = 13.5 trips (8.6 outbound / 4.9 inbound)

West = 14%
- ADT = 23.5 trips
- PM Peak = 4.5 trips (2.9 outbound / 1.6 inbound)

ELECTROIMPACT INC.
ADT DISTRIBUTION – LOT 13



LEGEND

(XX,XXX) 2020 Projected ADT per City's 2008 Transporation Plan

[X% / X.X] PERCENTAGE / NET ADT TRIPS

NET ADT Trips = 168.1

LOT 13 BUILDING
44,000 SQUARE FEET – MANUFACTURING

ADT Trips = Average Daily Trips

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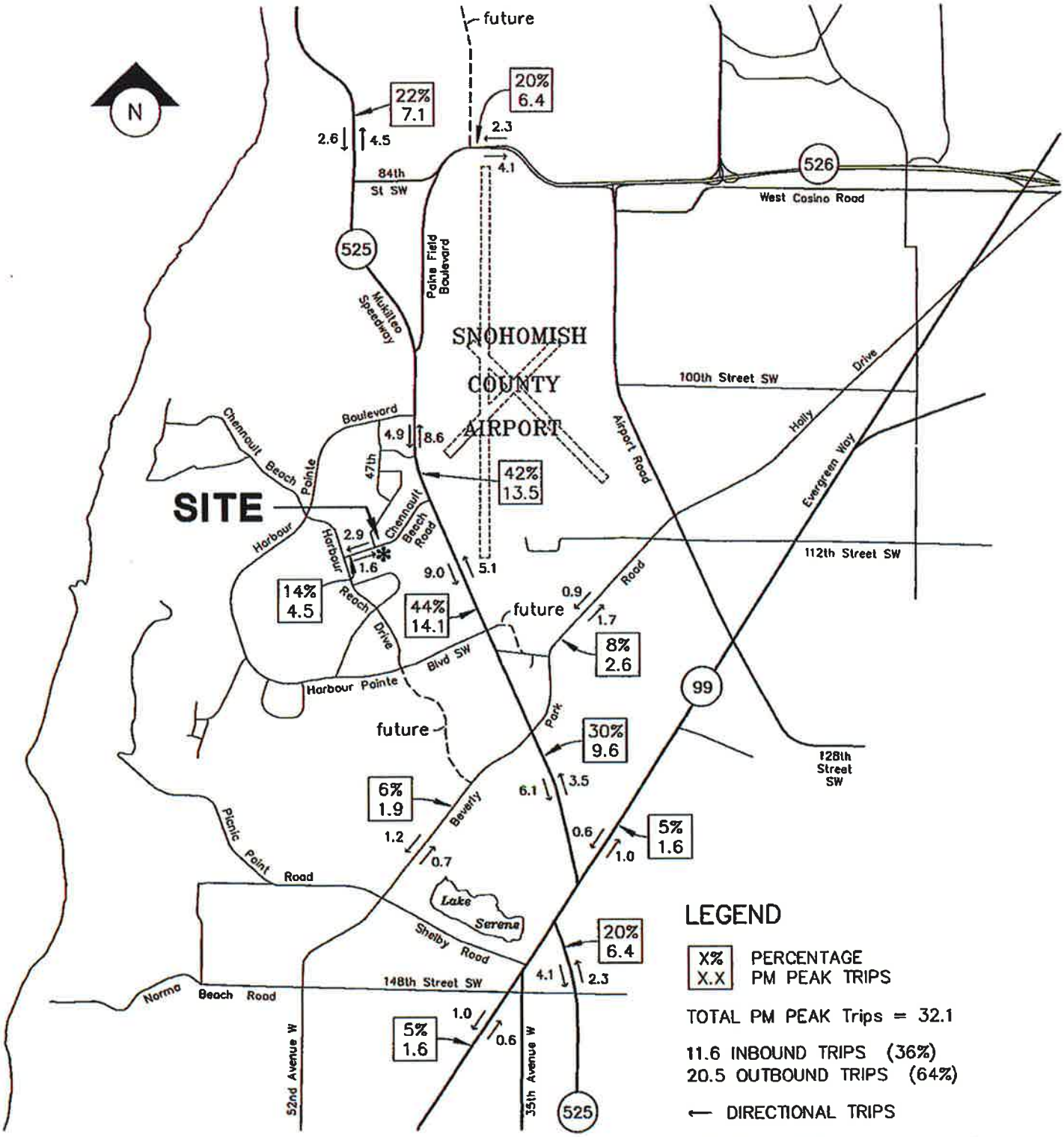
ELECTROIMPACT INC.
PM PEAK DISTRIBUTION – LOT 13



LEGEND

X% / X.X	PERCENTAGE / PM PEAK TRIPS

TOTAL PM PEAK Trips = 32.1

11.6 INBOUND TRIPS (36%)
20.5 OUTBOUND TRIPS (64%)

← DIRECTIONAL TRIPS

LOT 13 BUILDING
44,000 SQUARE FEET – MANUFACTURING

Lovell–Sauerland & Associates, Inc.
Engineers/Surveyors/Planners/Development Consultants
19217 36th Avenue W., Suite 106 Lynnwood, WA 98036 (425) 775–1591 LSAengineering.com

LSA No. 5183

D-3. LOT 13- SATELLITE CAMPUS SITE ACCESS

Currently Lot 13 of the satellite campus is undeveloped. Two proposed access points for the Lot 13 site will be provided; one at the far northeast corner and one at the southwest corner (a shared access point with Lot 12) along Chennault Beach Rd. The shared access point at lot 12 was previously evaluated in this report and has adequate sight distance of 650 feet. The new northeast access point for lot 13 will be located about 200 feet northeast of the shared lot 12/lot 13 access point. The following evaluation analyzes the new proposed location of the northeast access point.

The WSDOT Design Manual M22-01.05, June 2009 will be used to evaluate if the available site distance of the proposed new location is adequate. Section 1310.09 and Exhibits 1310-22a in the WSDOT Design Manual contains the criteria to review adequate intersection sight distance (see attached WSDOT Ex 22a).

A visual site inspection of the available sight distance at the proposed northeast access point was performed in November 2009. The alignment of Chennault Beach Rd along the satellite campus is relatively straight and constant grade with a slight incline (+/-3%) to the southwest. Towards the northeast the street inclines to a 6% grade and bends to the north (along the frontage of the main campus) about 250 feet northeast of the northeast corner of Lot 13 of the satellite campus. At the proposed northeast access point existing vegetation impedes the sight distance lines in its current condition; however with the proposed site development areas the sight obscuring vegetation will be removed along the southwesterly line of site. Northeast of the site existing evergreen trees along the back of the sidewalk (appearing to be located in existing right-of-way) will need to be trimmed back to facilitate sight distance to the northeast. With the removal of the sight obscuring vegetation it is estimated that there will be about 500 ft of available site distance to the northeast (to the right when exiting) and over 650 ft to the southwest (to the left when exiting). Attached photos demonstrate the existing line of sight conditions.

The following calculations evaluate the required sight distance per WSDOT standards:

LOT 13- SATELLITE CAMPUS- NORTHEAST ACCESS POINT:

Right Turn Movement- Looking Left (southwest)

Available Sight Distance = 650 ft
Posted Speed Limit (V) = 35 mph
Street Gradient = 3% downhill
Design Vehicle = Large semi-truck deliveries may occur (WB-67)

Intersection Sight Distance Equation (per WSDOT Ex. 1310-22a)

$S_i = (1.47)(V)(T_g)$

Time Gap (T_g) Calculation:

T_g for WB-67 (combination semi-trucks) vehicle = 11.5 sec
T_g for P (passenger car) vehicle = 7.5 sec
T_g credit for right turn maneuvers = -1.0 sec
Net WB-67 T_g = 10.5 sec (11.5-1.0)
Net P T_g = 6.5 sec (7.5-1.0)

Right Turn Sight Distance Calculation for a WB-67 vehicle:

S_i = (1.47) (35 mph) (10.5 sec) = 540.2 ft

Right Turn Sight Distance Calculation for a passenger car:

S_i = (1.47) (35 mph) (6.5 sec) = 334.4 ft

Thus, with 650 feet of available sight distance, both large truck and passenger car vehicles have adequate sight distance to maintain a posted speed limit of 35 mph.

Left Turn Movement- Looking right (northeast)

Available Sight Distance = 500 ft
Posted Speed Limit (V) = 35 mph
Street Gradient = 6% uphill
Design Vehicle = Large semi-truck deliveries may occur (WB-67) however large combination semi-trucks will rarely make left turns and thus both single-unit deliver trucks and passenger cars will also be evaluated.

Intersection Sight Distance Equation (per WSDOT Ex. 1310-22a)

S_i = (1.47) (V) (T_g)

Time Gap (T_g) Calculation:

T_g for WB-67 (combination semi-trucks) vehicle = 11.5 sec
T_g for SU vehicle = 9.5 sec
T_g for P (passenger car) vehicle = 7.5 sec
T_g addition to account for 6% uphill grade climb (add 0.2 sec per each percent that exceeds 3%)
(3 x 0.2 sec) = 0.6 sec
Net WB-67 T_g = 12.1 sec (11.5+0.6)
Net SU T_g = 10.1 sec (9.5+ 0.6)
Net P T_g = 8.1 sec (7.5+ 0.6)

Left Turn Sight Distance Calculation for a WB-67 vehicle:

S_i = (1.47) (35 mph) (12.1 sec) = 622.5 ft

Left Turn Sight Distance Calculation for a SU vehicle:

S_i = (1.47) (35 mph) (10.1 sec) = 519.6 ft

Left Turn Sight Distance Calculation for a passenger car:

S_i = (1.47) (35 mph) (8.1 sec) = 416.7 ft

For a southwest bound approaching vehicle along Chennault Beach Rd maintaining a posted speed limit of 35 mph only an exiting passenger car (P vehicle) has adequate sight distance (416.7 ft) with the available 500 ft of sight distance.

Solve for Available Design Speed (V) using Available Sight Distance (500 ft) for a large truck (WB-67)

500 ft = (1.47) (? mph) (12.1 sec)
Available Design Speed = 28.1 mph

Solve for Available Design Speed (V) using Available Sight Distance (500 ft) for a single unit truck (SU)

500 ft = (1.47) (? mph) (10.1 sec)
Available Design Speed = 33.7 mph

Thus, an approaching Vehicle traveling along Chennault Beach Rd would need to slow down to at least 28.1 mph to accommodate and left-turning exiting combination truck (WB-67) or 33.7 mph for a single-unit truck (SU).

Check Stopping Sight Distance for Safety considerations of the Available 500 ft of sight distance.

Solve for acceptable approaching Design Speed of a vehicle to stop with 500 ft of available sight distance. Using WSDOT table and Equations Ex 1260-3 and 1260-4 (attached).

$S = (1.47)(V)(2.5) + (V^2)/(30((11.2/32.2)+G))$

- G = Grade of street in % ,
- deceleration rate = 11.2 ft/sec
- perception/reaction time = 2.5 sec

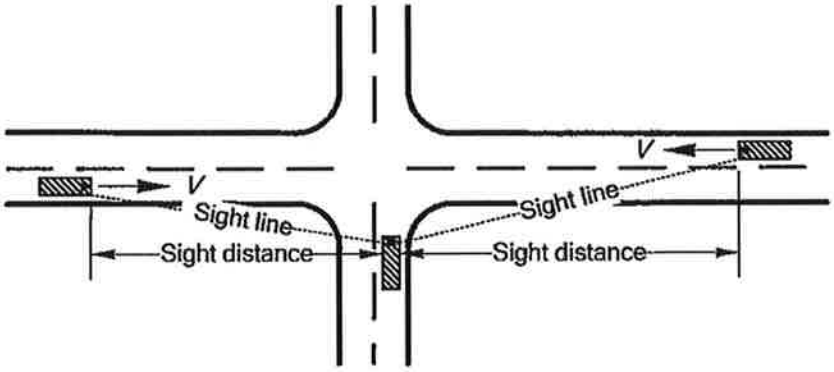
Set S at 500 ft and G at -6%, V = 51.73 mph

Thus, an approaching vehicle traveling along Chennault Beach Rd could be traveling at 51.7 mph and would have adequate time to react (2.5 sec) and break (decelerate at 11.2 ft/sec) to stop and avoid a collision at the proposed new intersection location (500 ft).

The above calculations show that the available sight distance (650 ft- once vegetation is removed) to the southwest is adequate for exiting vehicles, including large combination semi-trucks (WB-67). However, to the northeast the available sight distance (500 feet) to maintain the 35 mph posted travel speeds on Chennault Beach Rd is merely adequate for a passenger car (P vehicle). An exiting left-turning large combination semi-truck would require a southwest bound approaching vehicle on Chennault Beach Rd to reduce its travel speed to 28.1 mph, and likewise an exiting small single-unit delivery truck (SU) would require an approaching car to slow to 33.7 mph. Left-turn trucks exiting the Lot 13 satellite campuses will not be common due to the fact the main truck route (SR-525) is located east of the site. As previously discussed, Chennault Beach Rd terminates at a stop controlled T-intersection, this termination is about 1,000 feet southwest of the proposed northeast access point for satellite campus Lot 13. The preceding evaluation indicates there is plenty of distance for an approaching vehicle to recognize, react and slow down or stop if needed. Therefore, the adverse impact to vehicle traffic on Chennault Beach Rd is slight and the proposed access points for the Electroimpact satellite campus Lot 13 are adequate and safe.

Lot 13- Satellite Campus Northeast Access Looking Northeast (right while exiting)

Lot 1- Satellite Campus Northeast Access Looking Southwest (left while exiting)



$$S_i = 1.47Vt_g$$

Where:

S_i = Intersection sight distance (ft)

V = Design speed of the through roadway (mph)

t_g = Time gap for the minor roadway traffic to enter or cross the through roadway (sec)

Intersection Sight Distance Equation

Table 1

Design Vehicle	Time Gap (t_g) in Sec
Passenger car (P)	7.5
Single-unit trucks and buses (SU & BUS)	9.5
Combination trucks (WB-40, WB-50, & WB-67)	11.5

Note:
Values are for a stopped vehicle to turn left onto a two-lane two-way roadway with no median and grades 3% or less.

Intersection Sight Distance Gap Times (t_g)

Table 2

Adjust the t_g values listed in Table 2 as follows:

Crossing or right-turn maneuvers:

All vehicles subtract 1.0 sec

Multilane roadways:

Left turns, for each lane in excess of one, to be crossed and for medians wider than 4 ft:

Passenger cars add 0.5 sec

All trucks and buses add 0.7 sec

Crossing maneuvers, for each lane in excess of two, to be crossed and for medians wider than 4 ft:

Passenger cars add 0.5 sec

All trucks and buses add 0.7 sec

Note: Where medians are wide enough to store the design vehicle, determine the sight distance as two maneuvers.

Crossroad grade greater than 3%:

All movements upgrade for each percent that exceeds 3%:

All vehicles add 0.2 sec

Sight Distance at Intersections

Exhibit 1310-22a

Design Speed (mph)	Stopping Sight Distance (ft)					
	Downgrade			Upgrade		
	-3%	-6%	-9%	3%	6%	9%
25	158	165	173	147	143	140
30	205	215	227	190	184	179
35	258	271	288	237	229	222
40	315	333	354	289	278	269
45	378	401	428	345	331	320
50	447	474	508	405	389	375
55	520	553	594	470	450	433
60	599	638	687	539	515	495
65	683	729	786	612	585	561
70	772	826	892	690	658	631
75	867	928	1004	773	736	705
80	966	1037	1123	860	818	782

Design Stopping Sight Distance on Grades
Exhibit 1260-3

For stopping sight distances on grades between those listed, interpolate between the values given or use the equation in Exhibit 1260-4.

$$S = 1.47Vt + \frac{V^2}{30\left[\left(\frac{a}{32.2}\right) \pm \frac{G}{100}\right]}$$

Where:

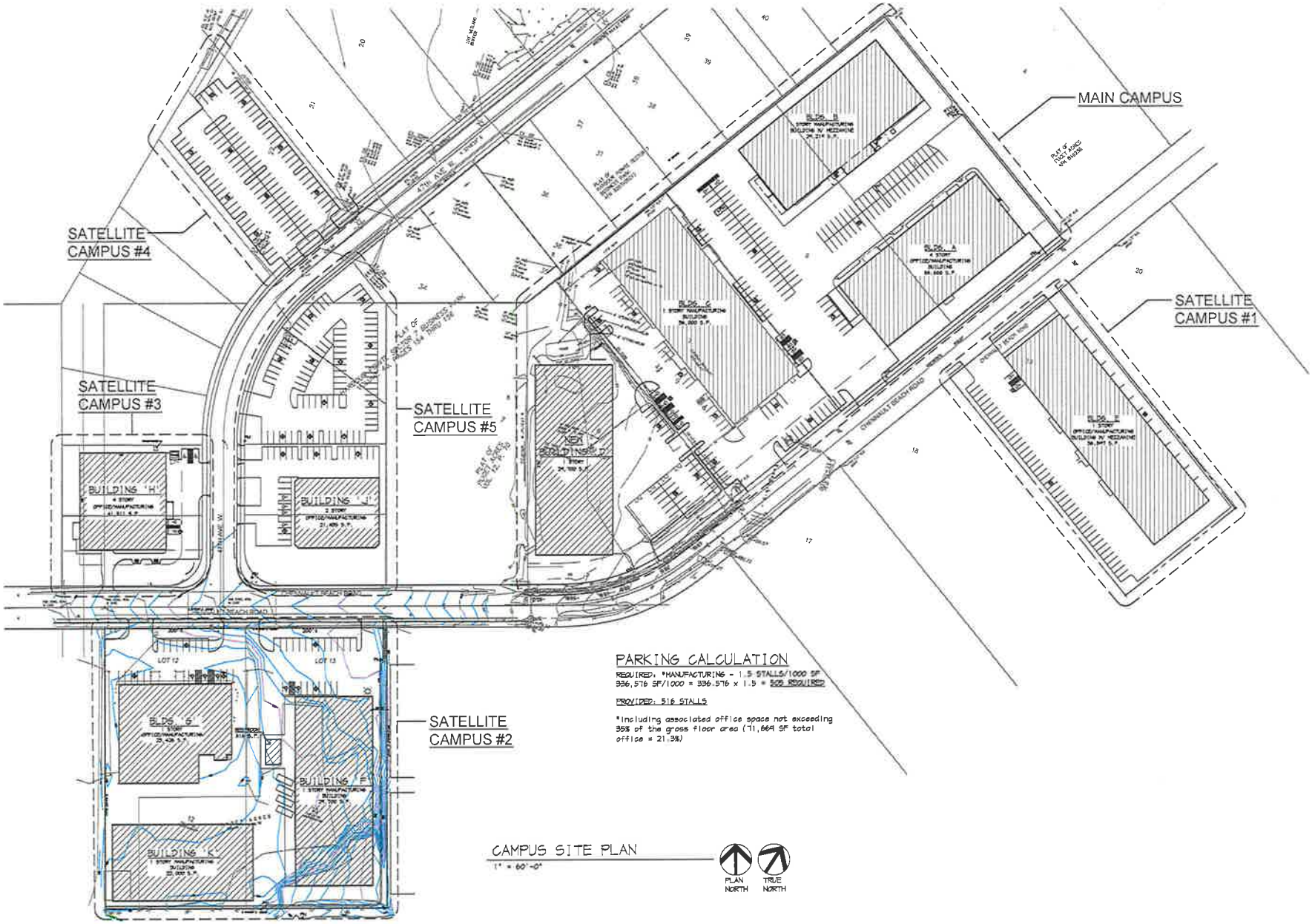
S = Stopping sight distance on grade (ft)
V = Design speed (mph)
t = Perception/reaction time (2.5 sec)
a = Deceleration rate (11.2 ft/sec^2)
G = Grade (%)

Stopping Sight Distance on Grades
Exhibit 1260-4

(3) Crest Vertical Curves

Use Exhibit 1260-5 or the equations in Exhibit 1260-6 to find the minimum crest vertical curve length to provide stopping sight distance when given the algebraic difference in grades. When using the equations in Exhibit 1260-6, use h_1=3.50 feet and h_2=0.50 foot. Exhibit 1260-5 does not use the sight distance greater than the length of curve equation. When the sight distance is greater than the length of curve and the length of curve is critical, the $S>L$ equation given in Exhibit 1260-6 may be used to find the minimum curve length.

When a new crest vertical curve is built or an existing one is rebuilt with grades less than 3%, provide design stopping sight distance from Exhibit 1260-1. For grades 3% or greater, provide stopping sight distance from 1260.04(2).



PARKING CALCULATION

REQUIRED: *MANUFACTURING - 1.5 STALLS/1000 SF
336,576 SF/1000 = 336.576 x 1.5 = 505 REQUIRED

PROVIDED: 516 STALLS

*Including associated office space not exceeding 35% of the gross floor area (71,669 SF total office = 21.5%)

CAMPUS SITE PLAN

1" = 60'-0"

PLAN NORTH

TRUE NORTH

Date:	For:
31 JAN 19	PRELIMINARY - FOR REVIEW

2812 Colby Avenue
Everett, WA 98201
(425) 252-2153 p
www.2812architecture.com

A Master Plan for:
ELECTROIMPACT INC.
Clennett Beach Road and 47th Avenue West
Mukilteo, Washington

CAMPUS SITE PLAN

Drawing:
A1.1

18c-4038

Land Use: 140
Manufacturing

Description

A manufacturing facility is an area where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, manufacturing facilities generally also have office, warehouse, research, and associated functions. General light industrial (Land Use 110) and industrial park (Land Use 130) are related uses.

Additional Data

Time-of-day distribution data for this land use are presented in Appendix A. For the 17 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 6:30 and 7:30 a.m. and 3:00 and 4:00 p.m., respectively.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Minnesota, New Jersey, New York, Oregon, Pennsylvania, South Dakota, Texas, Vermont, and Washington.

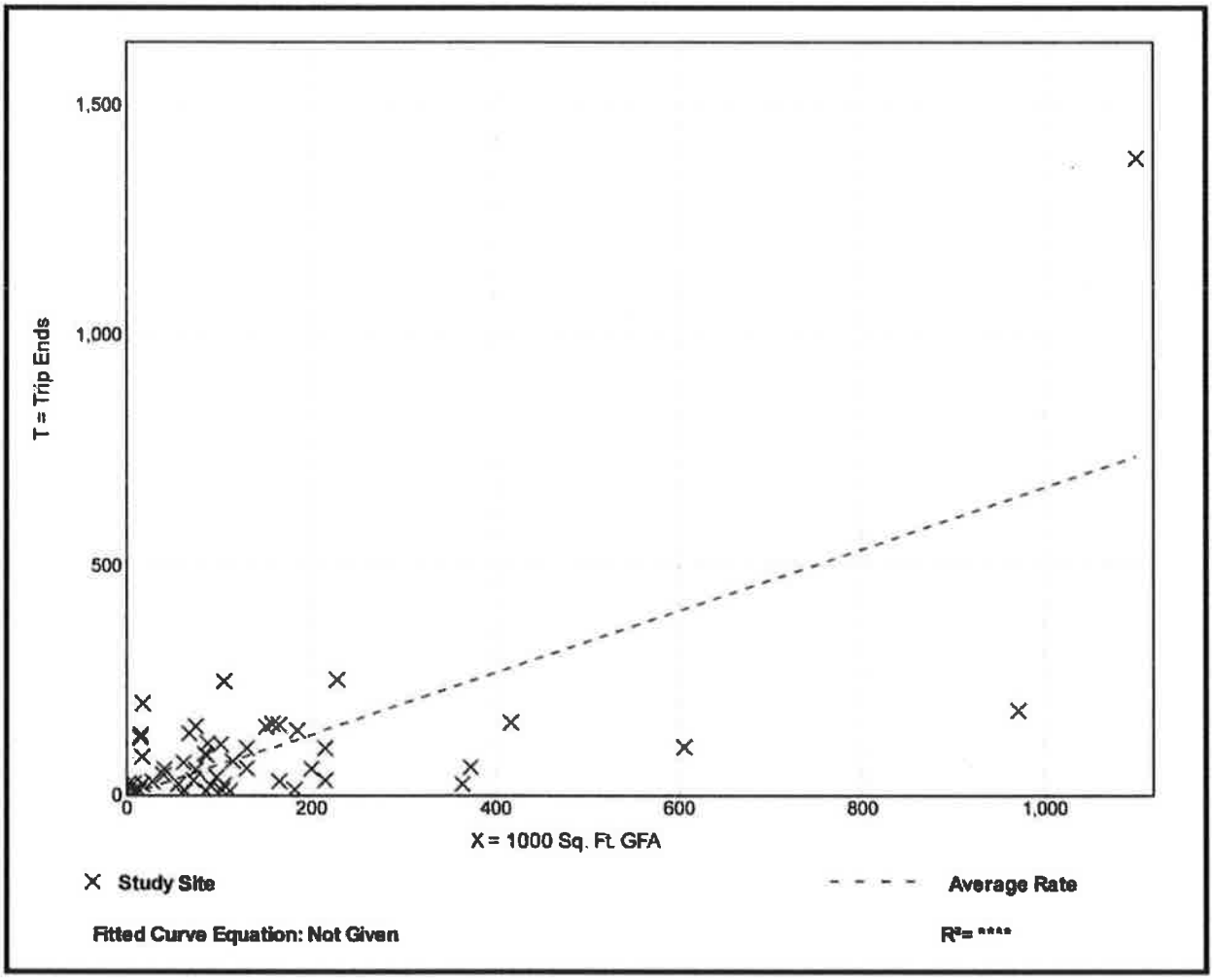
Source Numbers

177, 184, 241, 357, 384, 418, 443, 583, 598, 611, 728, 747, 875, 940, 969

Manufacturing
(140)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 52
1000 Sq. Ft. GFA: 152
Directional Distribution: 31% entering, 69% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.67	0.07 - 11.37	0.94

Data Plot and Equation