



City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028
Phone: 425-398-8900 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
City Council Regular Meeting Agenda

7:00 p.m., September 21, 2020, via Zoom

Please click the link below or copy and put in the URL to join the webinar:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84523223157>

Or iPhone one-tap :

US: +13017158592,,84523223157# or +13126266799,,84523223157#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215
8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 845 2322 3157

International numbers available: <https://us02web.zoom.us/j/84523223157>

Council agendas are also available on our website at www.kenmorewa.gov.

I. CALL MEETING TO ORDER

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

III. ROLL CALL

IV. FLAG SALUTE

V. AGENDA APPROVAL

VI. CITIZEN COMMENTS

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

VII. PRESENTATION

- A. Introduction of the new City Clerk - Anastasiya Warhol
- B. Puget Sound Clean Air Agency - Report on Asphalt Plant, Craig Kenworthy, CEO, PSCAA
[Presentation](#)

VIII. PUBLIC HEARING

- A. Removal of Restrictive Covenant from 1.5 acres at Squire's Landing Park by the Washington Park by the Washington State Recreational and Conservation Office (RCO) to complete the Land Conversion process in accordance with RCW 35A.21.410, Maureen Colaizzi, Parks Project Manager

[Agenda Item](#)

[Attachment A](#)

[Attachment B](#)

[Attachment C](#)

[Attachment D](#)

[Attachment E](#)

IX. CONSENT AGENDA

- A. Total Check #s 45515 through 45603 in the amount of \$410,781.66. Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposit Dated 8/28/2020 in the amount of \$165,406.51.

[Agenda Item](#)

- B. Northshore Meadows Plat Approval, Bryan Hampson, Development Services Director

[Agenda Item](#)

- C. Resolution 20-353 providing Council direction for use of Coronavirus Relief Funds and an agreement with Hopelink for providing housing rental assistance.

[Agenda Item](#)

- D. Financial Sustainability Plan Consulting Services

[Agenda Item](#)

- E. Proclamation for Recovery Month 2020

[Agenda Item](#)

X. BUSINESS AGENDA

- A. Removal of a restrictive covenant from 1.5 acres at Squire's Landing Park by the Washington State Recreation and Conservation Office (RCO) to complete the Land Conversion process in accordance with RCW 35A.21.410, Maureen Colaizzi, Parks Project Manager

[Agenda Item](#)

[Attachment A](#)

[Attachment B](#)

[Attachment C](#)

[Attachment D](#)

XI. STAFF REPORT

XII. COUNCILMEMBER REPORTS & COMMENTS

XIII. COUNCILMEMBER INITIATIVES

XIV. ADJOURNMENT

Upcoming Meetings:

- A. Monday, September 28, 2020 - Council Meeting
- Monday, October 5, 2020 - Special Council Meeting
- Monday, October 12, 2020 - Council Meeting
- Monday, October 19, 2020 - Council Meeting
- Monday, October 26, 2020 - Council Meeting

PUGET SOUND CLEAN AIR AGENCY

MISSION & MANDATES

City of Kenmore – City Council
September 21, 2020

AIR QUALITY &
COMPLIANCE



Who We Are

- Responsible for managing air quality in King, Kitsap, Pierce, and Snohomish counties under state and federal Clean Air Acts
 - o Adopt and enforce air quality regulations
 - o Sponsor voluntary initiatives
 - o Educate people and businesses about clean-air and climate-friendly choices they can make
 - o Work with cities

Compliance Programs

- Operating Permits
- Asbestos
- Area Sources
- ***Registration***
- ***Notice of Construction***
- ***Enforcement***

Registration

- Renewable
- Existing Requirements
 - Existing Regulations/NOC Orders
 - New Regulations (if applicable)
- Some Reporting Required

Notice of Construction

- Preconstruction Review
 - o New or Modified Emission Units
 - o Replacement or Alteration of Controls
- Control Technology & Impacts
- Conditions for Approval

Other Considerations

- NOC Status Unchanged Unless Source is Modified
- Modification definition includes:
 - Physical change, or
 - Change in method of operations
 - Which produces an emission increase
- Compared to Previously Reviewed Equipment
- Federal Rule Applicability (NSPS)

NSPS Rule Limitations

Subpart I—Standards of Performance for Hot Mix Asphalt Facilities

§ 60.90 Applicability and designation of affected facility.

(a) The affected facility to which the provisions of this subpart apply is each hot mix asphalt facility. For the purpose of this subpart, a hot mix asphalt facility is comprised only of any combination of the following: dryers; systems for screening, handling, storing, and weighing hot aggregate; systems for loading, transferring, and storing mineral filler, systems for mixing hot mix asphalt; and the loading, transfer,

and storage systems associated with emission control systems.

(b) Any facility under paragraph (a) of this section that commences construction or modification after June 11, 1973, is subject to the requirements of this subpart.

[42 FR 37936, July 25, 1977, as amended at 51 FR 12325, Apr. 10, 1986]

§ 60.91 Definitions.

As used in this subpart, all terms not defined herein shall have the meaning given them in the Act and in subpart A of this part.

(a) *Hot mix asphalt facility* means any facility, as described in § 60.90, used to manufacture hot mix asphalt by heating and drying aggregate and mixing with asphalt cements.

[51 FR 12325, Apr. 10, 1986]

§ 60.92 Standard for particulate matter.

(a) On and after the date on which the performance test required to be conducted by § 60.8 is completed, no owner or operator subject to the provisions of this subpart shall discharge or cause the discharge into the atmosphere from any affected facility any gases which:

(1) Contain particulate matter in excess of 90 mg/dscm (0.04 gr/dscf).

(2) Exhibit 20 percent opacity, or greater.

[39 FR 9314, Mar. 8, 1974, as amended at 40 FR 46259, Oct. 6, 1975]

§ 60.93 Test methods and procedures.

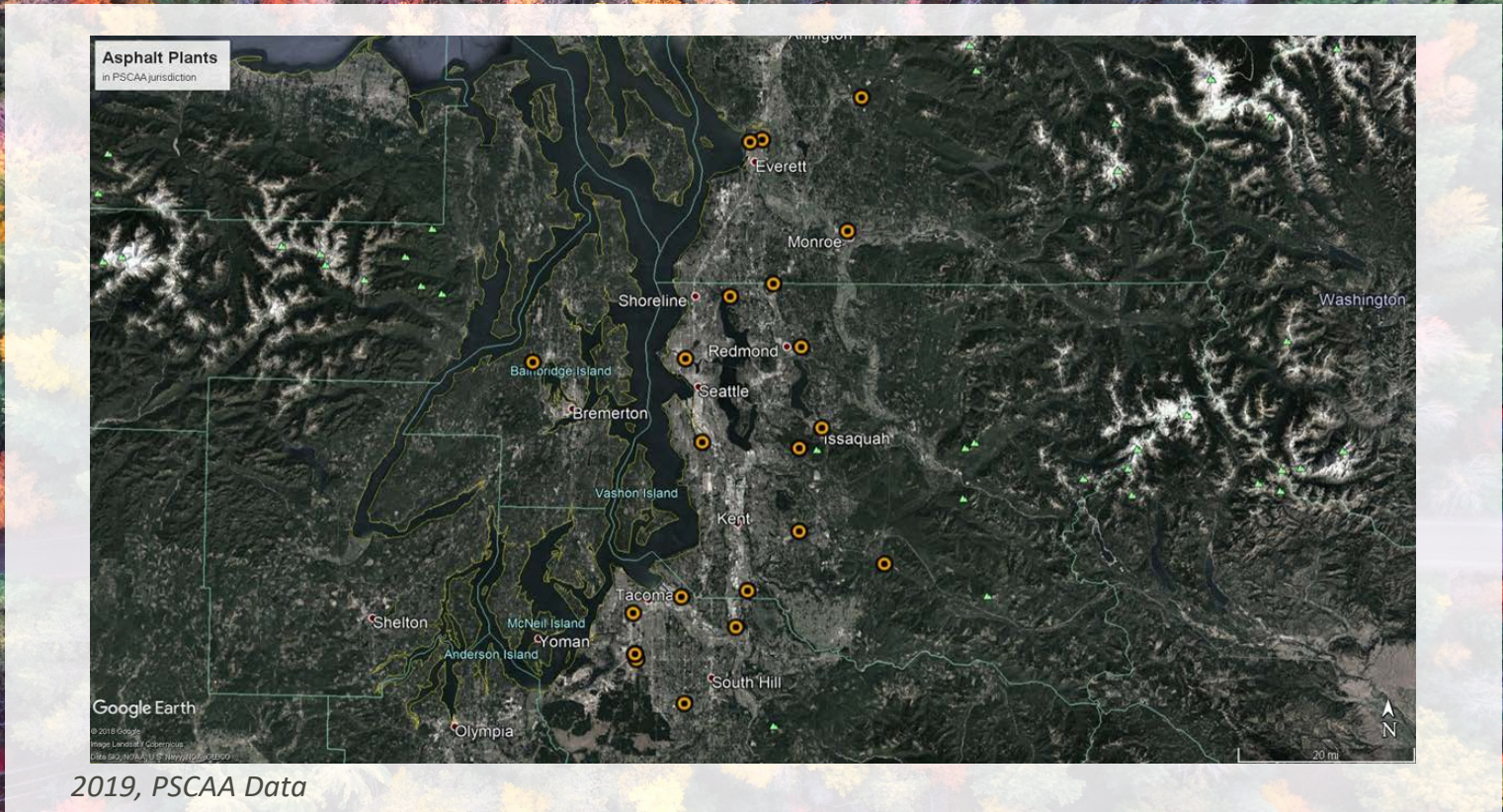
(a) In conducting the performance tests required in § 60.8, the owner or operator shall use as reference methods and procedures the test methods in appendix A of this part or other methods and procedures as specified in this section, except as provided in § 60.8(b).

(b) The owner or operator shall determine compliance with the particulate matter standards in § 60.92 as follows:

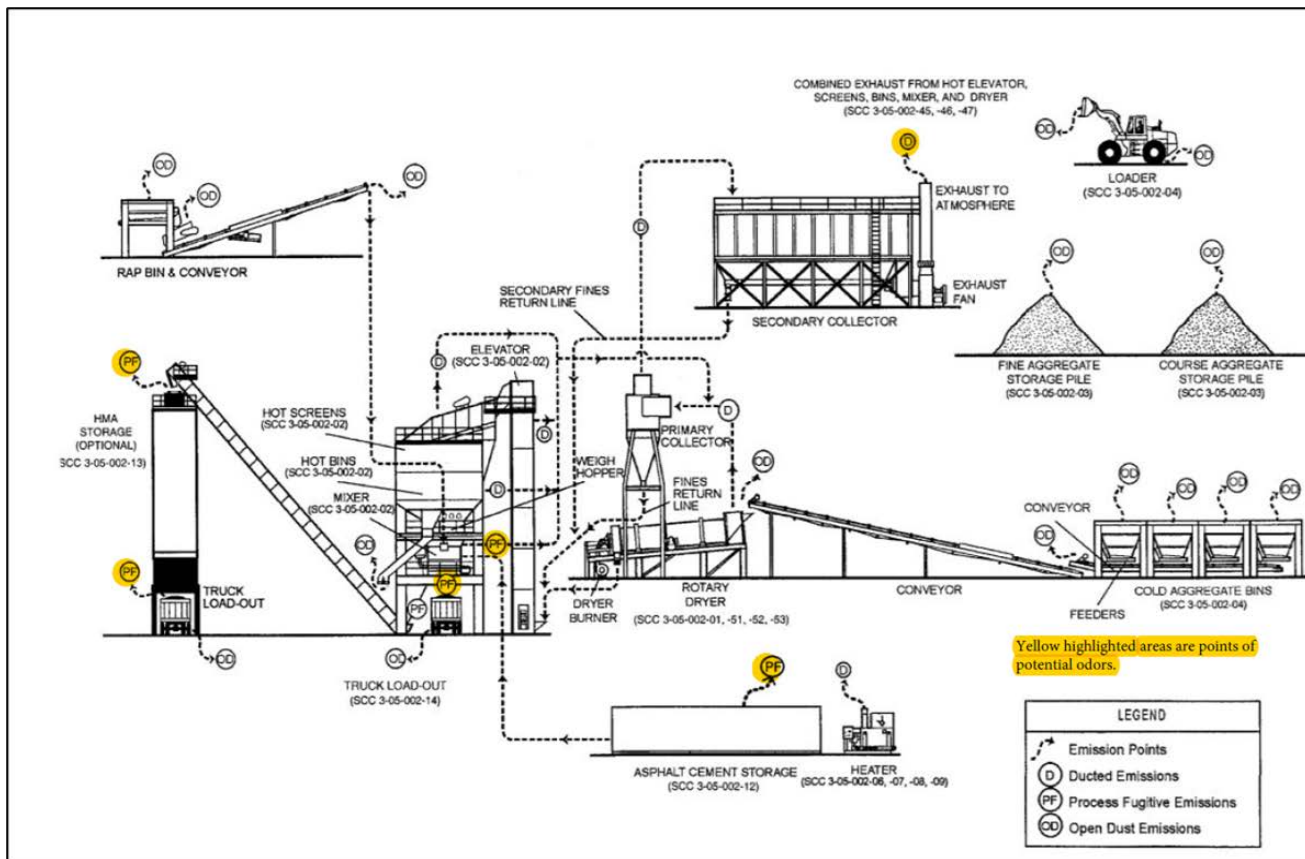
(1) Method 5 shall be used to determine the particulate matter concentration. The sampling time and sample volume for each run shall be at least 60 minutes and 0.90 dscm (31.8 dscf).

(2) Method 9 and the procedures in § 60.11 shall be used to determine opacity.

[54 FR 6667, Feb. 14, 1989]



Typical Hot Mix Asphalt Processes



MEANS OF POTENTIAL CHANGE

- NOV's and penalties
- Permitting, including public comment



Comments? Questions?

AIR QUALITY &
COMPLIANCE



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing on the removal of a restrictive covenant from 1.5 acres at Squire's Landing Park by the State Recreation and Conservation Office (RCO) to complete the Land Conversion process in accordance with RCW 35A.21.410. Proposed Council Action/Motion: Hold a public hearing. Council action is on the Business Agenda.	For Council Meeting Agenda of September 21, 2020 Department: Community Development Prepared by Maureen Colaizzi, Parks Project Manager <u>Initial & Date</u> Approved by Department Head: DB 9/4/20 Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <i>[Signature]</i> Exhibits/Attachments: A. RCW 35A.21.410 B. Aerial (1.5-acre Squire's Landing Park Conversion Area & Swamp Creek Basin Replacement Property) C. Replacement Property Deed of Right (Places Restrictive Covenant on Swamp Creek Basin Property) D. Conversion Area Partial Release of Deeds of Right (Removes Restrictive Covenant from 1.5-Acre Area from Squire's Landing Park Parcels 0195, 0200, 0205) E. RCO Contract 91-234A (Contract 18-C1889)
<u>INFORMATION/BACKGROUND:</u> In accordance with RCW 35A.21.410 (Attachment A), a public hearing is required to provide citizens an opportunity to comment on the proposal to remove a restrictive covenant on land owned by the City before the action removing the covenant is finalized. The State Recreation and Conservation Office (RCO) is the agency that approves removal of the restrictive covenant. Following the public hearing, a business agenda item is included on the September 21st Council agenda for Council action to recommend RCO complete the conversion process removing the restrictive covenant from 1.5 acres of Squires Landing Park property. Approximately 19 acres of the 40+-acre Squire's Landing Park was acquired by King County in 1991 (prior to City incorporation) with state RCO grant funding. A condition of the RCO grant award was placing a restrictive covenant on the Deeds that the land be retained for wildlife habitat and passive recreation. The City's Waterfront & Natural Open Space Access Project at Squires Landing Park will improve public access to the Sammamish River. 1.5 acres of the total 7.25-acre project includes the proposed plaza, walkway, restroom and parking lot. For RCO to allow "conversion" (development) of this 1.5-acre area and remove the restrictive covenant, purchase of equivalent replacement land for wildlife habitat and passive recreation was required.	

The City purchased 4.8 acres of replacement land located at 7637 NE 192nd Street within the Swamp Creek watershed basin to meet the conversion process requirement. The 1.5-acre conversion area property's appraised value was \$685,000 and the 4.8-acre replacement land was appraised at \$901,300. Council authorized the purchase and sale agreements (PSA) for the required replacement property on November 26, 2018 and May 20, 2019. In addition, RCO required the City to complete a wildlife habitat assessment of the conversion area property and replacement property to ensure they were equivalent in habitat value. Public comment was received in April-May 2019 prior to RCO approving the City's land conversion request in June 2019 subject to meeting conversion requirements. The property acquisitions were completed in January 2020.

Attachment B is an aerial that shows the location of the 1.5-acre conversion area at Squire's Landing Park and the location of replacement land in the Swamp Creek watershed basin. A Deed of Right (Attachment C) provided to RCO from the City places a restrictive covenant on the city-owned 4.8-acre replacement property that ensures the land will be retained for wildlife habitat and passive recreation.

The Partial Release of Deeds of Right (Attachment D) that removes the restrictive covenant from the 1.5-acre conversion area is in the process of being recorded. Once recorded, the final step in the land conversion process is a scope change/conversion approval amendment to the original grant agreement, RCO 91-234A (Attachment E, Contract 18-C1889).

FISCAL CONSIDERATION: P-31 Squire's Landing Park Land Acquisition: This project will fund property acquisition and related costs to complete the RCO land conversion requirements at Squires Landing Park. The amended Park Capital Improvement Program (CIP) was approved 9/9/19 (Ordinance 19-0497). The total project budget allocates \$1,250,000 (\$850k King County Conservation Futures Trust CFT Funding, \$400k Swamp Creek Basin Funds). The project costs through 2020 are estimated to be approximately \$1,100,000. The remaining approximately \$150,000 will be included in a future CIP budget (2021-2022) to prepare the replacement property with minimal improvements, to be available to the public for passive recreation. The total project cost is estimated to be within the current CIP budget. However, the final total project cost will be determined once CFT reimbursement is completed.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: City Council Goal #4 Implement the Walkways and Waterways Projects. Priority Based Budget (PBB) results "enhances access to, and opportunities and activities to enjoy the City's waterfront region".

8/11/2020

RCW 35A.21.410: Removal of restrictive covenants—Hearing, notice.

RCW 35A.21.410 Attachment A**Removal of restrictive covenants—Hearing, notice.**

Any code city must hold a public hearing upon a proposal to remove, vacate, or extinguish a restrictive covenant from property owned by the code city before the action is finalized. The public hearing must allow individuals to provide testimony regarding the proposed action. The code city must provide notice of the public hearing at least ten days before the hearing at its usual place of business and issue a press release to local media providing the date, time, location, and reason for the public hearing. The notice must be posted on the code city's web site if it is updated for any reason prior to the hearing date. The notice must also identify the property and provide a brief explanation of the restrictive covenant to be removed, vacated, or extinguished. Any member of the public, in person or by counsel, may submit testimony regarding the proposed action at the public hearing.

[2017 c 119 § 4.]

NOTES:

Short title—Finding—2017 c 119: See notes following RCW 35.21.960.

Attachment B: Conversion Area & Replacement Property



— 1.5-acre Conversion Area

Attachment B: Conversion Area & Replacement Property

Replacement Property

Outline in Yellow:

Purchased Replacement Parcel
0114100730 & Partial Replacement
Parcel (6,350SF) of Parcel
#0114100757

Outlined in Green:

City-Owned Parcel #0014101000
Swamp Creek Wetland Complex

Outlined in Blue:

Three RCO Parcels deeded restricted
parcels with 1.5-acre Conversion
Area at Squire's Landing Park
(outlined in red)



Attachment C: Recorded Replacement Property Deed of Right



Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Myra Barker

REPLACEMENT PROPERTY DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

Johnson-Barnard Property

Grantor: City of Kenmore

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD, and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

Abbreviated
Legal

Description: Ptn SW ¼ SE ¼ 1-26N-4E (More particularly described in Exhibit "A" (Legal
Description), page 6 below, and as depicted in Exhibit "B" (Real Property
Map)),

Assessor's Property Tax Parcel Number(s): ~~011410730~~ 0114100730

Reference Numbers of Documents Assigned or Released: 20191216900006



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Washington Wildlife and Recreation Program Habitat Conservation Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Squires Landing Park, Project Number 91-234 signed by the Grantor on the 31st day of December 1991 and the Grantee the 21st day of October 1991 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Replacement Property, as approved by the Grantee for a conversion at Squires Landing Park, and as described in Exhibit A: Legal Description, and depicted on Exhibit B, Real Property Map (herein, the Real Property) for habitat conservation purposes, consistent with the Project Agreement, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes wetland habitat. This habitat supports or may support priority species including but not limited to migratory waterfowl.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Real Property consistent with habitat conservation purposes and the Project Agreement.
3. The Grantor shall provide access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Real Property.
4. Without the prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the conservation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the conservation purposes herein granted and as stated in the Project Agreement.



Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute conservation land must be of reasonably equivalent habitat qualities, characteristics and location for the conservation purposes as the Real Property prior to any inconsistent use; (2) the substitute conservation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior to or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under this Deed.

This Deed may not be removed or altered from the Real-Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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GRANTOR:

CITY OF KENMORE
a Washington municipal corporation

By: Bob Kachinsky

Name: Bob Kachinsky

Title: City Manager

Dated this 29th day of April, 2020

STATE OF WASHINGTON)
) ss
COUNTY OF King)

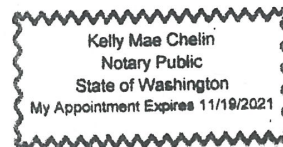
I certify that I know or have satisfactory evidence that Bob Kachinsky
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the City Manager for the Grantor, City of Kenmore
and to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated: 4/29/20

Signed: [Signature]

Notary Public in and for the State of Washington,
residing in Everett, WA

My commission expires 11/19/21



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FOLLOWS



GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE RECREATION AND CONSERVATION FUNDING BOARD, administered by the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: 

Name: Scott T. Robinson

Title: Deputy Director

Dated this 14th day of April, 2020

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 14, 2020

Signed: 

Notary Public in and for the State of Washington,
residing in Thurston County.
My commission expires 7-9-21.



EXHIBIT A
Legal Description

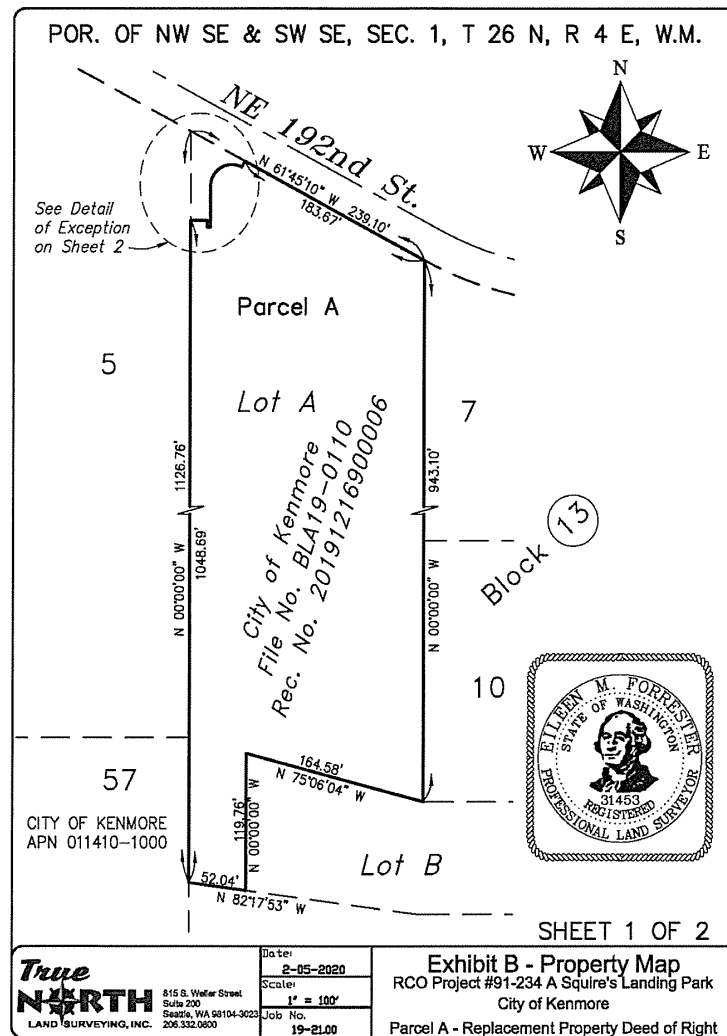
LOT A OF CITY OF KENMORE BOUNDARY LINE ADJUSTMENT FILE NO. BLA19-0110
RECORDED UNDER RECORDING NUMBER 20191216900006, RECORD OF KING
COUNTY, WASHINGTON;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT A;
THENCE ALONG THE NORTHERLY LINE OF SAID LOT, SOUTH 61°45'10" EAST 55.43
FEET;
THENCE SOUTH 28°14'50" WEST 6.00 FEET TO A POINT ON A NON-TANGENT
CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 19.00 FEET, A
RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 28°14'50" WEST;
THENCE ALONG SAID CURVE WESTERLY AND SOUTHWESTERLY 39.21 FEET
THROUGH A CENTRAL ANGLE OF 118°14'50";
THENCE TANGENT FROM SAID CURVE ALONG A LINE PARALLEL WITH THE
WESTERLY LINE OF SAID LOT, SOUTH 00°00'00" EAST (SOUTH) 35.81 FEET;
THENCE NORTH 90°00'00" WEST (WEST) 3.00 FEET;
THENCE NORTH 00°00'00" WEST (NORTH) 6.00 FEET;
THENCE NORTH 90°00'00" WEST (WEST) 15.00 FEET TO SAID WESTERLY LINE;
THENCE ALONG SAID WESTERLY LINE, NORTH 00°00'00" WEST (NORTH) 78.07
FEET TO THE POINT OF BEGINNING.



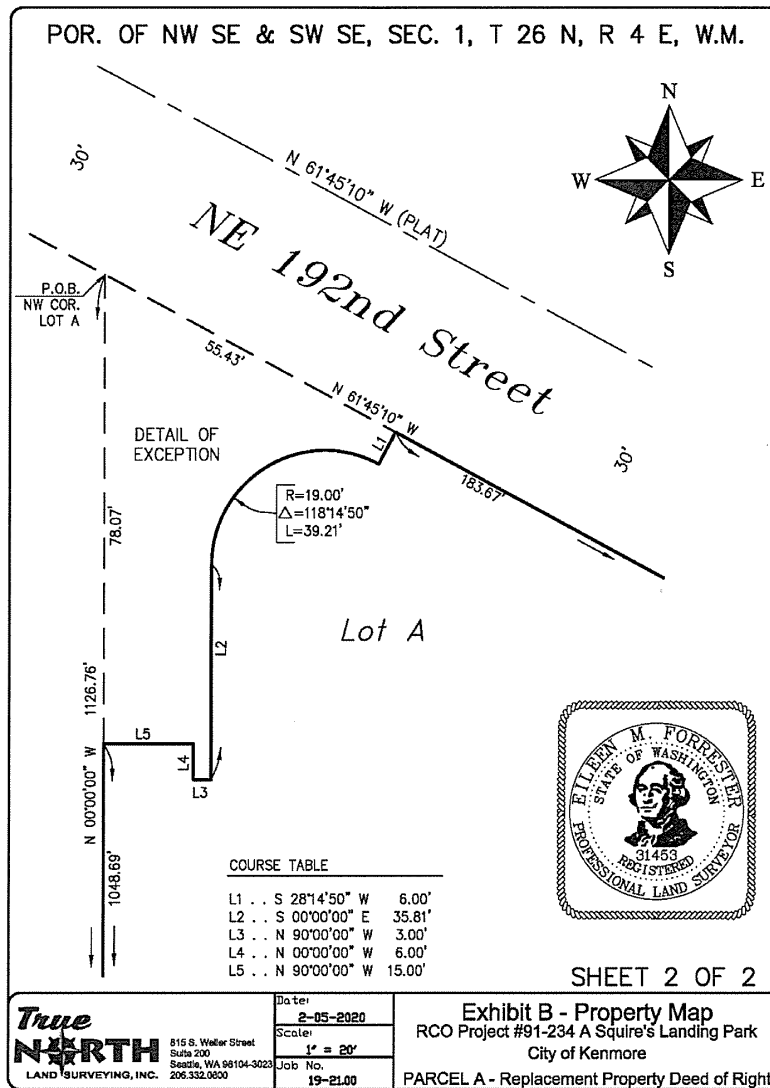
EXHIBIT B
Real Property Map



STR

EXHIBIT B
Real Property Map

Easement Exception



512

Attachment D: Conversion Area Partial Release of Deeds of Right, Pending Recording

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917

1111 Washington St. S.E.
Olympia, WA 98501



STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

(360) 902-3000
TTY: (360) 902-1996
Fax: (360) 902-3026

E-mail: Info@rco.wa.gov
Web site: www.rco.wa.gov

July 16, 2020

Maureen Colaizzi
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028

Re: Partial Releases of Deeds of Right – King, Bosley, and King/Griswold Properties
Squire's Landing Park Conversion
RCO #91-234A

Dear Ms. Colaizzi,

Enclosed are the signed and notarized partial releases of the Deeds of Right for the conversion area at Squire's Landing Park.

Please record the documents with the county auditor's office. The county auditor will send the original recorded documents to RCO for our files. Once we receive the documents, RCO will send you a copy of each for your records.

As noted in previous communications, the final step in a conversion approval process is a scope change/conversion approval amendment to the Project Agreement. The amendment will be prepared after RCO receives the original recorded partial releases of the deeds of right.

If you have any questions, please let me know. I can be reached at (360) 867-8508 or myra.barker@rco.wa.gov.

Sincerely,

Myra P. Barker

Myra Barker
Compliance Specialist

Enclosure

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Myra Barker

PARTIAL RELEASE OF DEED OF RIGHT

King Property

Grantor(s): STATE OF WASHINGTON, acting by and through the Recreation and Conservation Funding Board and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (formerly known as the Interagency Committee for Outdoor Recreation), including any successor agencies

Grantee(s): City of Kenmore

Abbreviated
Legal

Description: Ptn Lot 12 Block 3 Lakewood Villa Tracts (More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 4164100195

Reference Numbers of Documents Assigned or Released: 9302040629



THE STATE OF WASHINGTON ("Grantor"), for and in consideration of mutual covenants and promises set forth herein, hereby conveys to the City of Kenmore ("Grantee") the following Partial Release of Deed of Right:

WHEREAS, by instrument [Deed of Right to Use Land for Public Recreation Purposes or Conservation or Salmon Recovery Purposes] dated February 2, 1993 and recorded on February 4, 1993, Auditor's File No. 9302040629 (the "Deed of Right"), Grantee committed the lands described in the Deed of Right (the "Property") to conservation land forever, pursuant to the provisions of the Project Agreement entered into between Grantee and Grantor through the Recreation and Conservation Office entitled Squires Landing Park, Project Number 91-234 and executed by Grantee on December 31, 1991 and Grantor on October 21, 1991 (the "Agreement");

WHEREAS, Grantee desires to remove or "convert" the use of a portion of the Property, as described herein, from the covenants and restrictions set forth in the Deed of Right;

WHEREAS, Grantee has substituted other conservation land which is of at least equal fair market value and of nearly as reasonably equivalent usefulness and location;

WHEREAS, Grantor, through the Washington State Recreation and Conservation Office has approved the removal/conversion of the below-described portion of the Property from the covenants and restrictions set forth in the Deed of Right, as set forth herein; and

THEREFORE:

The Washington State Recreation and Conservation Office, for and on behalf of Grantor, does hereby relinquish all rights, title and interest in and to the following described lands (the "Converted Property"), and forever releases the Converted Property from the restrictions and covenants contained in the Deed of Right.

The Converted Property is described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated by this reference. The Deed of Right is hereby released and terminated as to the Converted Property and only remains in full force and effect as to the remainder of the Property, as described in the Deed of Right as may be amended.

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Dated this 21ST day of July, 2020.

By: 

Scott T. Robinson

Deputy Director, Washington State Recreation and Conservation Office

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson,
Deputy Director of the Washington State Recreation and Conservation Office, is the person who
appeared before me, and said person acknowledged that they signed this instrument, on oath
stated that they were authorized to execute the instrument and acknowledged it as the Deputy
Director of the Washington State Recreation and Conservation Office to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 21, 2020

Signed: 

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-21.



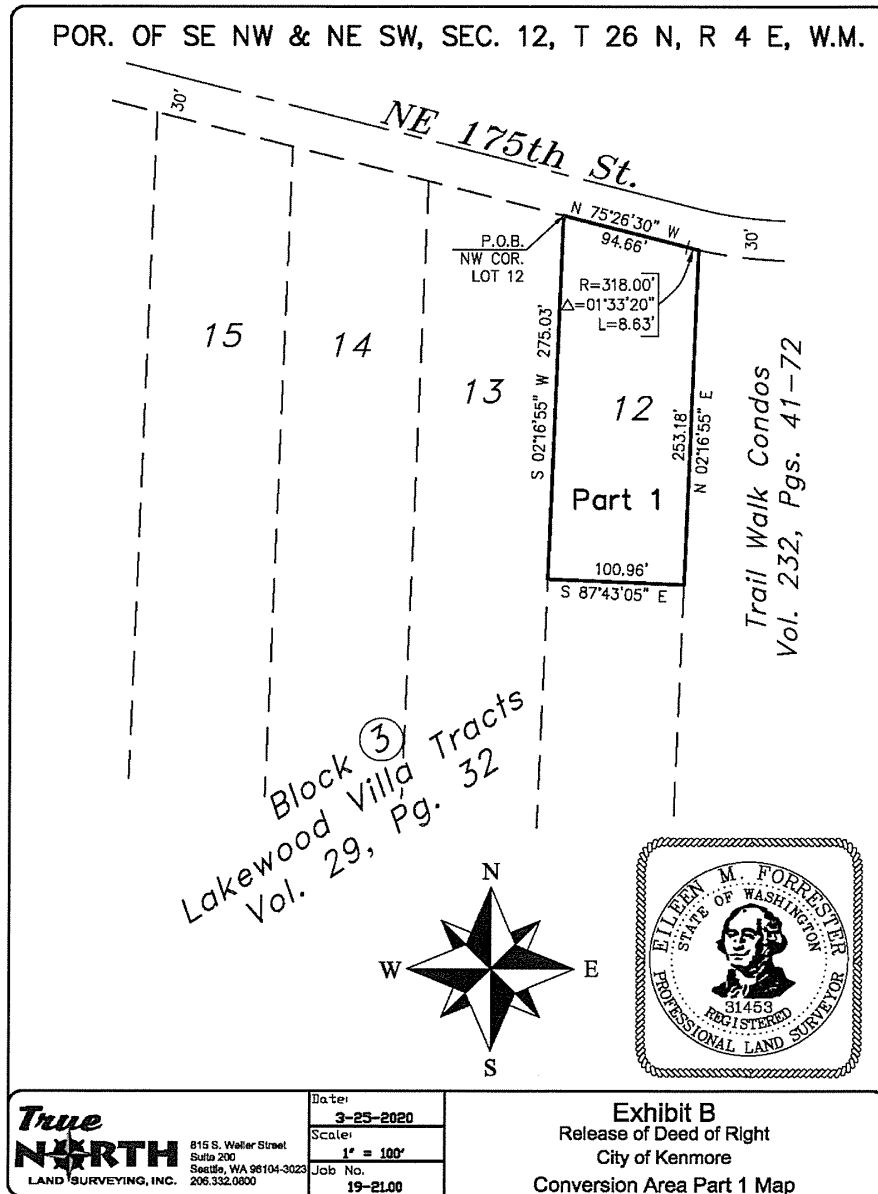
EXHIBIT A
Legal Description of the Converted Property

THAT PORTION OF LOT 12, BLOCK 3 OF LAKEWOOD VILLA TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12;
THENCE ALONG THE WESTERLY LINE OF SAID LOT, SOUTH $02^{\circ}16'55''$ WEST 275.03 FEET;
THENCE SOUTH $87^{\circ}43'05''$ EAST 100.96 FEET TO THE EASTERLY LINE OF SAID LOT;
THENCE ALONG SAID EASTERLY LINE, NORTH $02^{\circ}16'55''$ EAST 253.18 FEET TO THE NORTHERLY LINE OF SAID LOT 12 AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 318.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH $13^{\circ}00'10''$ EAST;
THENCE ALONG SAID NORTHERLY LINE AND CURVE WESTERLY 8.63 FEET THROUGH A CENTRAL ANGLE OF $1^{\circ}33'20''$;
THENCE TANGENT FROM SAID CURVE, CONTINUING ALONG SAID NORTHERLY LINE, NORTH $75^{\circ}26'30''$ WEST 94.66 FEET TO THE POINT OF BEGINNING.



EXHIBIT B
Depiction of the Converted Property



STR

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Myra Barker

PARTIAL RELEASE OF DEED OF RIGHT

Bosley and King/Griswold Properties

Grantor(s): STATE OF WASHINGTON, acting by and through the Recreation and Conservation Funding Board and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (formerly known as the Interagency Committee for Outdoor Recreation), including any successor agencies

Grantee(s): City of Kenmore

Abbreviated
Legal

Description: Ptn Lot 13, Lot 14 Lakewood Villa Tracts (More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 4164100200; 4164100205

Reference Numbers of Documents Assigned or Released: 9303301217



THE STATE OF WASHINGTON ("Grantor"), for and in consideration of mutual covenants and promises set forth herein, hereby conveys to the City of Kenmore ("Grantee") the following Partial Release of Deed of Right:

WHEREAS, by instrument [Deed of Right to Use Land for Public Recreation Purposes or Conservation or Salmon Recovery Purposes] dated December 31, 1992 and recorded on March 30, 1993, Auditor's File No. 9303301217 (the "Deed of Right"), Grantee committed the lands described in the Deed of Right (the "Property") to conservation land forever, pursuant to the provisions of the Project Agreement entered into between Grantee and Grantor through the Recreation and Conservation Office entitled Squires Landing Park, Project Number 91-234 and executed by Grantee on December 31, 1991 and Grantor on October 21, 1991 (the "Agreement");

WHEREAS, Grantee desires to remove or "convert" the use of a portion of the Property, as described herein, from the covenants and restrictions set forth in the Deed of Right;

WHEREAS, Grantee has substituted other conservation land which is of at least equal fair market value and of nearly as reasonably equivalent usefulness and location;

WHEREAS, Grantor, through the Washington State Recreation and Conservation Office has approved the removal/conversion of the below-described portion of the Property from the covenants and restrictions set forth in the Deed of Right, as set forth herein; and

THEREFORE:

The Washington State Recreation and Conservation Office, for and on behalf of Grantor, does hereby relinquish all rights, title and interest in and to the following described lands (the "Converted Property"), and forever releases the Converted Property from the restrictions and covenants contained in the Deed of Right.

The Converted Property is described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated by this reference. The Deed of Right is hereby released and terminated as to the Converted Property and only remains in full force and effect as to the remainder of the Property, as described in the Deed of Right as may be amended.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW



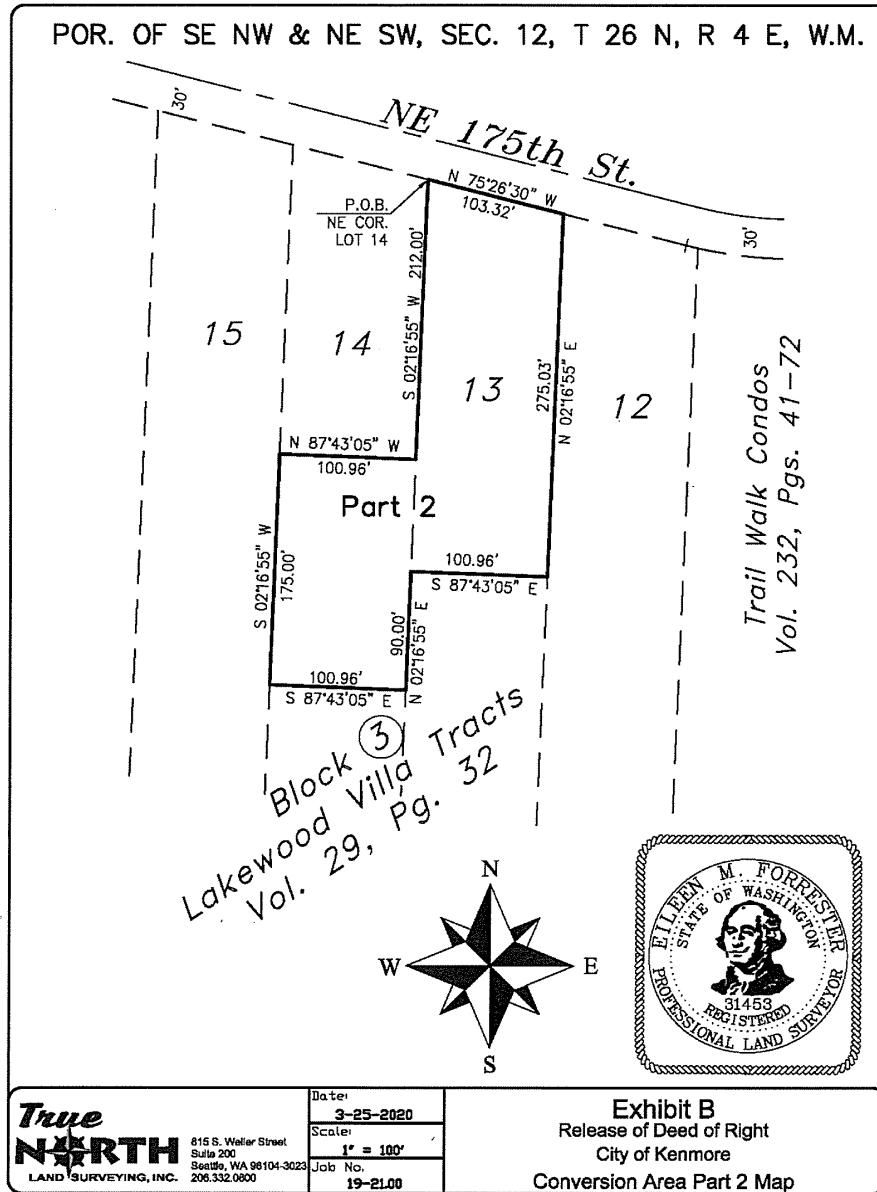
EXHIBIT A
Legal Description of the Converted Property

THOSE PORTIONS OF LOTS 13 AND 14, BLOCK 3 OF LAKEWOOD VILLA TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14;
THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 02°16'55" WEST 212.00 FEET;
THENCE NORTH 87°43'05" WEST 100.96 FEET TO THE WESTERLY LINE OF SAID LOT 14;
THENCE ALONG SAID WESTERLY LINE, SOUTH 02°16'55" WEST 175.00 FEET;
THENCE SOUTH 87° 43'05" EAST 100.96 FEET TO SAID EASTERLY LINE OF LOT 14;
THENCE ALONG SAID EASTERLY LINE, NORTH 02°16'55" EAST 90.00 FEET;
THENCE SOUTH 87°43'05" EAST 100.96 FEET TO THE EASTERLY LINE OF SAID LOT 13;
THENCE ALONG SAID EASTERLY LINE, NORTH 02°16'55" EAST 275.03 FEET TO THE NORTHERLY LINE OF SAID LOT 13;
THENCE ALONG SAID NORTHERLY LINE, NORTH 75°26'30" WEST 103.32 FEET TO THE POINT OF BEGINNING.



EXHIBIT B
Depiction of the Converted Property



SR

Attachment E: RCO Contract 91-234A (COK Contract 18-C1889

18-C1889 SQUIRE'S LANDING PARK (Swamp Creek) Acquisition

AGREEMENT FOR PROJECT GRANT FROM HABITAT CONSERVATION ACCOUNT

Project Title Swamp Creek Park

Project Number 91-234A

THIS AGREEMENT is entered into by and between the WASHINGTON STATE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC), acting through its Director and King County, a governmental entity eligible to receive funding as described below (Public Agency). The Director of the IAC shall be known hereinafter as the "Director".

GENERAL PROVISIONS

1. Purpose of Agreement

The purpose of this Agreement is to set out the terms and conditions under which the monetary grant set out below is made from the Habitat Conservation Account of the General Fund of the State of Washington under the provisions and requirements of RCW 43.99.080 by the IAC to the Public Agency, in aid of an outdoor recreation project (the "project") of the Public Agency.

2. Term of Agreement

This Agreement shall be effective upon October 21, 1991 and shall terminate only upon mutual agreement of the parties, except as may be otherwise provided elsewhere in this Agreement.

3. Performance by Public Agency

(A) The Public Agency shall develop and complete the project as it is described in section 4 below, in the Public Agency's application, and in accordance with the Public Agency's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the IAC. That application is incorporated herein by this reference as if fully set forth for the purposes of determining the project description and project goals and objectives.

(B) No expenditure made, or obligation incurred, by the Public Agency prior to the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically approved by the IAC or the Director. The amounts set out in section 5 below shall be reduced as necessary to exclude any such expenditure from participation.

The project shall be completed no later than December 31, 1991. No expenditure made, or obligation incurred, following this completion date shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the IAC may have under this Agreement, the amounts set out in section 5 below shall be reduced to exclude any such expenditure from participation.

(C) Time of project performance by the Public Agency is of the essence of this Agreement. Failure to timely complete the project as set out in subsection B above is a material breach of the Agreement.

4. Description of Project

The Project of the Public Agency which is the subject of this Agreement is described in summary as follows:

Acquisition of approximately 47 acres for the purposes of habitat conservation. Project is located approximately one mile west of the City of Bothell and any future development is limited to light impact recreation such as interpretive facilities, trails, picnic areas, and parking so not to impair the habitat conservation qualities of the site. Specific items include:

*Land Acquisition
Appraisals
Appraisal Reviews
Closing Costs*

*Hazardous Substance Reports
Title Insurance
Prorated Real Estate Taxes
Recording Fees*

Legal description is attached as "Attachment A" and is, by this reference, made a part of this Agreement.

The project is described more fully in the application by the Public Agency to the IAC for grant-in-aid assistance. That application was initially submitted to the IAC by the Public Agency on July 2, 1990, and was approved by the IAC on September 28, 1990.

5. Project Funding

(A) The total cost of the project for the purposes of this Agreement is 1,975,362 Dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less, that actual cost shall be substituted herein.

(B) The value of the contributions by the Public Agency to the Project shall be 1,330,029 Dollars, or 67 percent of the total project cost, whichever amount is less, at minimum.

(C) Subject to the terms of this Agreement, the IAC agrees to provide 645,333 Dollars, or 33 percent of the total project cost, whichever amount is less, from monies available in the Habitat Conservation Account of the State's General Fund.

(D) If the IAC has entered into an agreement with the National Park Service, United States Department of the Interior, to contribute Federal Land and Water Conservation Funds to this project, that federal contribution will be -0- Dollars, or -0- percent of the total project cost, whichever is less.

(E) The IAC shall not be obligated to pay any amount beyond the amounts set out in subsection (C) and, if applicable, (D) above unless that additional amount has been approved in advance by the IAC, or by the Director, and incorporated by written amendment into this Agreement.

(F) Disbursement of grant monies by the IAC to the Public Agency under this Agreement shall be made in accordance with chapter 286-24 WAC, all conditioned upon proof of compliance with the terms of this Agreement by the Public Agency. The IAC reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Public Agency until the project has been timely completed and approved by the Director.

(G) The obligation of the IAC to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Public Agency.

6. Requirements of the National Park Service

If the project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund (see section 5 (D)), the Project Agreement General Provisions as contained in Section 660.3 Attachment B of the Land and Water Conservation Grant Manual as now existing or hereafter amended are made part of this Agreement, and the Public Agency shall abide by these Project Agreement General Provisions. Further, the Public Agency agrees to provide the IAC with reports or documents needed by the IAC to meet the requirements of the Project Agreement or Section 660.3 Attachment B of the Land and Water Conservation Grant Manual.

7. Non-availability of Funds

If amounts sufficient to fund the grant made under this Agreement are not available in the State Habitat Conservation Account or such funds are not appropriated by the Washington State Legislature, or such funds are not allocated by the Washington State Office of Financial Management (OFM) to the IAC for expenditure for this Agreement in any biennial fiscal period, the IAC shall not be obligated to pay any remaining unpaid portion of this grant unless and until sufficient funds are so deposited and/or any necessary action by the legislature or OFM occurs. If the IAC participation is suspended under this section for a continuous period of one year, the IAC's obligation to provide any future funding under this Agreement shall terminate.

The Public Agency shall use any grant funds already received to complete the project to the extent possible and shall devote the project to the uses required under this Agreement unless an alternate use is approved by the IAC or the Director.

8. Termination and Other Remedies

(A) The IAC may require strict compliance by the Public Agency with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and IAC policies incorporated in this Agreement, and with the representations of the Public Agency in its application for a grant as finally approved by the IAC.

(B) The IAC, or the Director, may suspend, or may terminate, the IAC's obligation to provide funding to the Public Agency under this Agreement:

- (i) In the event of any breach by the Public Agency of any of the Public Agency's obligations under this Agreement; or
- (ii) If the Public Agency fails to make progress satisfactory to the IAC or the Director toward completion of the project by the completion date set out in section 3(B) above; or
- (iii) If, in the opinion of the IAC or the Director, the Public Agency fails to make progress necessary to complete any other project assisted with grant funds from the IAC within the completion date set out by agreement with the IAC for that project.

(C) In the event this Agreement is terminated by the IAC, or the Director, under this section or any other section after any portion of the grant amount has been paid to the Public Agency under this Agreement, the IAC may require that any amount paid be repaid to the IAC for redeposit into the Habitat Conservation Account.

(D) The Public Agency understands and agrees that the IAC may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in section 4 above. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the IAC. No remedy available to the IAC shall be deemed exclusive. The IAC may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

9. No Waiver by IAC/Remedies

Waiver by the IAC of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach and should not be construed to be a modification of the terms of the Agreement unless stated to be such in writing by the Director, or his or her designee. The IAC does not waive any of its rights or remedies under this Agreement should it: (a) fail to insist on strict performance of any of the terms of this Agreement, or (b) fail to exercise any right based upon a breach of this Agreement.

10. Application Representations -- Misrepresentation or Inaccuracy a Breach

The IAC relies upon the Public Agency's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application shall be deemed a breach of this Agreement.

11. Compliance with Applicable Statutes, Rules and IAC Policies

The subject grant shall be governed by, and the Public Agency shall comply with, all applicable provisions of chapter 43.99 RCW, chapter 286 WAC and published IAC policies and guidelines, which are incorporated herein by this reference as if fully set forth.

12. Restriction on Conversion of Facility to Other Uses

The Public Agency shall not at any time convert any property or facility acquired or developed pursuant to this Agreement to uses other than those for which assistance was originally approved, without the prior approval of the IAC, in the manner provided by RCW 43.99.100 for marine recreation land, whether or not the property was acquired with Initiative 215 funds.

13. Use and Maintenance of Assisted Projects

The Public Agency shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this Agreement as follows:

- (A) The property or facilities shall be maintained so as to appear attractive and inviting to the public.
- (B) All facilities shall be built and maintained in accordance with applicable state and local public health standards and building codes.
- (C) The property or facilities shall be kept reasonably safe for public use.
- (D) Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage or prevent public use.
- (E) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
- (F) The property or facility shall be open to everyone without restriction because of race, creed, color, sex, religion, national origin, handicap or residence of the user.
- (G) The Public Agency agrees to operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

14. User Fees and Charges

User, or other types of fees may be charged at the project described by this Agreement, provided that the fees and charges are commensurate with the prevailing range of public fees and charges within the state for the particular activity involved.

Unless precluded by state law, all revenues from fees and charges which exceed the costs for operation and maintenance of the area from which they were collected must be deposited in a capital reserve fund identifiable within the sponsor's(s') official annual budget(s), for acquisition and/or development of outdoor recreation lands or facilities consistent with the agency's park and recreation plan. Such funds may not be used for operation and maintenance of other facilities.

15. Provisions Applying Only to Acquisition Projects

The following provisions shall be in force only if the project described in this Agreement is for the acquisition of outdoor recreation land or facilities:

(A) When Federal Land and Water Conservation Funds are part of this Agreement per section 5(D) of his Agreement, the Public Agency agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and the applicable regulations and procedures of the Department of the Interior implementing that act.

(B) When state funds are included in this project per section 5(C) of this Agreement, the Public Agency agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess., RCW 8.26.010), and chapter 468-100 WAC after it becomes effective on April 2, 1989.

(C) In the event that housing and relocation costs, as required by federal law set out in subsection (A) above and state law set out in subsection (B) above, are involved in the execution of this project, the Public Agency agrees to provide any housing and relocation assistance that may be necessary and will assume all administrative costs, with the understanding that eligible relocation costs may be part of the total project cost.

(D) Evidence of Land Value Prior to disbursement of funds by the IAC as provided under this Agreement, the Public Agency agrees to supply evidence to the IAC that the land acquisition cost has been established as per IAC procedural guidelines, which are incorporated by this reference.

(E) Evidence of Title The Public Agency agrees to show the type of ownership interest for the property that has been obtained. This shall be done before payment of financial assistance by the IAC.

(F) Deed of Right to Use Land for Public Recreation Purposes The Public Agency agrees to execute an instrument or instruments which contain (1) a legal description of the property acquired under this Project Agreement, (2) a conveyance to the State of Washington of the right to use the described real property forever for outdoor recreation purposes, and (3) a restriction on conversion of use of the land in the manner provided in RCW 43.99.100, whether or not the real property covered by the deed is marine recreation land. RCW 43.99.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditures were originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location"

16. Provisions Applying Only to Development Projects

The following provisions shall be in force only if the project described in this Agreement is for development of outdoor recreation land or facilities.

(A) Construction Document Approval The Public Agency agrees to submit one copy of all construction plans and specifications to the IAC for review and approval prior to seeking bids on those plans. Review by the IAC will be for compliance with the terms of this Agreement.

(B) Contracts for Construction Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be submitted to the IAC. Where all bids are substantially in excess of project estimates, the IAC may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.

(C) Construction Contract Change Order Any change orders must be in writing and shall be submitted to the IAC. Any increase in the cost of the project as the result of a change order shall be the sole obligation of the Public Agency. No change order shall be issued by the Public Agency which changes the plans or proposals submitted in, or in connection with, the Public Agency's application for assistance for this project, unless that change has been agreed to by the IAC by written amendment to this Agreement.

(D) Installation Payments Financial assistance provided by this Agreement for development may be remitted to the Public Agency in installments, after receipt of billings, and upon satisfactory evidence of completion of each stage of construction or development. Installment payments shall in no event be made more frequently than monthly.

(E) Nondiscrimination Clause Except where a nondiscrimination clause required by the United States Department of the Interior is used, the Public Agency shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to put in a conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- (3) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will include the provisions of the foregoing paragraphs in every subcontract exceeding \$10,000, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the IAC or the Director may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Washington to enter into such litigation to protect its interests."

17. Responsibility for Project

While the IAC undertakes to assist the Public Agency with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Public Agency. The IAC undertakes no responsibilities to the Public Agency, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as those phases are applicable to this project, is solely that of the Public Agency, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

The Public Agency shall defend at its own cost any and all claims or suits at law or in equity which may be brought against the Public Agency in connection with the project. The Public Agency shall not look to the IAC, or to any of the IAC's employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related in any way to the project, including but not limited to, its design, development, construction, implementation, operation and/or maintenance.

18. Hazardous Substances

(A) The Public Agency shall inspect and investigate the proposed acquisition or development site for the presence of hazardous substances in accordance with RCW 70.105D.040(b).

(B) The Public Agency represents that it has fully disclosed to the IAC the results of its inspection and investigation and all other knowledge the Public Agency has as to the presence of any hazardous substances at the proposed acquisition or development site.

(C) Nothing in this provision alters the project sponsor's duties and liabilities regarding hazardous substances as set forth in chapter 70.105D RCW.

(D) "Hazardous substance" means "hazardous substance" as defined in RCW 70.105D.020(5).

19. Indemnity

The Public Agency ^{and the IAC} agrees to, and shall, defend, protect and hold harmless ^{each other} the IAC and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all cost of defense and attorneys' fees) and any and all loss of any nature from any and all claims or demands or suits at law or equity, arising from the project, including but not limited to, those arising from the Public Agency's acts, or failures to act, which result in any loss of any kind to any third party. Such claims or suits include, but are not limited to either parties or the IAC's

(A) claims or suits by any person or firm furnishing services in connection with the Public Agency's performance under this Agreement; or

(B) claims or suits by any person or firm who or which may allege injury by the Public Agency or its agents arising from the Public Agency's performance of this Agreement or arising from or related to the project to which a grant is furnished hereunder; or

(C) any claim or suit resulting from the use of any facilities and/or programs assisted by a grant under this Agreement; or

(D) any claim or suit resulting from the presence of, or the release or threatened release of hazardous substances brought by any federal, state or local agency or any individual.

20. Records and Reports

(A) The Public Agency agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Public Agency's contracts, contract administration, and payments, including all direct and indirect charges, and expenditures in the development and implementation of the project.

(B) The Public Agency's records related to this Agreement and the project receiving grant funds hereunder may be inspected by the IAC or the Director, or their designees, or by designees of the State Auditor or by federal officials authorized by law, for the purposes of determining compliance by the Public Agency with the terms of this Agreement, and to determine the appropriate level of funding to be paid under the subject grant.

(C) The records shall be made available by the Public Agency together with suitable space for such inspection at any and all times during the Public Agency's normal working day.

(D) The Public Agency shall retain all records related to this Agreement and the project funded hereunder for a period of at least six (6) years following completion of payment of the grant-in-aid under this Agreement.

(D) The Public Agency shall promptly submit to the Director any report or reports required by the Director.

(F) The Public Agency shall submit a final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.

21. Acknowledgements

The Public Agency shall include language which acknowledges the funding contribution of the IAC to this project in any release or other publication developed or modified for, or referring to, the project. The Public Agency also shall post signs or other appropriate media at project entrances and other locations on the project which acknowledge the IAC's funding contribution.

22. Independent Contractor Status of Public Agency

The Public Agency and the Public Agency's officers, employees and agents shall perform all obligations under this Agreement as an independent contractor and not in any manner as officers or employees or agents of the IAC. Herein all references to the Public Agency shall include its officers, employees and agents. The IAC shall not withhold or pay taxes or insurance or deductions of any kind.

23. Restriction on Assignment

The Public Agency shall not assign this Agreement, or the performance of any obligations to the IAC under this Agreement, or any claim against the IAC it may have under this Agreement, without the express written consent of the Director.

24. Nondiscrimination

The Public Agency shall comply with all applicable federal and state nondiscrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, religion, national origin, residence, marital status, or handicap (physical, mental, or sensory) be denied the benefits of, or be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under section 8 above.

25. Conflict of Interest

The Public Agency shall not participate in the performance of any duty in whole or in part pursuant to this Agreement to the extent participation is prohibited by chapter 42.18 RCW, the Executive Conflict of Interest Act, or any other federal, state or local similar conflict act which may apply to the Public Agency. The IAC may, by written notice to the Public Agency, terminate this Agreement if it is found after due notice and examination by the IAC or the Director that there is a violation of the Executive Conflict of Interest Act, chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, chapter 42.22 RCW; or any similar statute or ordinance involving the Public Agency in the procurement of, or performance under, this Agreement.

The existence of facts upon which the IAC or the Director makes any determination under this section may be an issue under, and may be reviewed as is provided in, the disputes section of this Agreement, section 25, upon agreement of the parties.

25. Disputes

When a bona fide dispute arises between the IAC or its Director and the Public Agency which cannot be resolved between those parties, the parties may agree that the disputes process set out in this section shall be used prior to any action being brought in court. Either party may request a disputes hearing hereunder. The request for a disputes hearing must be in writing and clearly state: (a) the disputed issues; (b) the relative positions of the parties regarding those issues as then understood by the requesting party; (c) the Public Agency's name, address, project title, and the IAC's project number. In order for this section to apply to the resolution of any specific dispute or disputes the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Public Agency, one person chosen by the Director and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the chairperson of the IAC.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that party shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party at the address set out in section 31 below. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

27. Governing Law/Venue

This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in the Superior Court in and for Thurston County.

28. Severability

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.

29. OSHA/WISHA

The Public Agency represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Public Agency's performance under this Agreement. The Public Agency further agrees to indemnify and hold harmless the IAC and its employees and agents from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against the IAC, as a result of the failure of the Public Agency to so comply.

30. Headings Not Controlling

Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

31. Notices

(A) All written communications which are to be given to the Public Agency under this Agreement will be addressed and delivered to:

Name: Mr. James A. Greenfield
Title: Administrator
Mailing Address: King County Office of Open Space
1621 Smith Tower, 506 Second Avenue
Seattle, Washington 98104

(B) All written communications which are to be given to the IAC under this Agreement will be address and delivered to the IAC, 4800 Capitol Boulevard, KP-11, Tumwater, Washington 98504-5611.

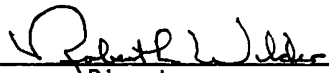
(C) The above shall be effective until receipt by one party from the other of a written notice of any change.

32. Additional Provisions or Modifications of Standard Provisions

33. Entire Agreement

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

STATE OF WASHINGTON INTERAGENCY
COMMITTEE FOR OUTDOOR RECREATION

BY: 
Director

Date: October 21, 1991

PUBLIC AGENCY

BY: 
Title: JESUS SANCHEZ FOR
KING COUNTY EXECUTIVE
Date: 12/3/91

Approved as to form this 24th day
of January, 1991.

By: /s/
SHANNON E. SMITH
Assistant Attorney General
Attorney for IAC

Approved as to form this 2nd day
of December, 1991.

By: 
Attorney for Public Agency



Voucher Certification and Approval

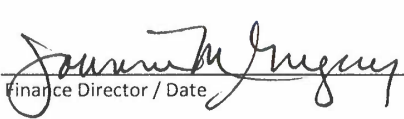
City of Kenmore
DATE RANGE:
08/22/2020-09/04/2020

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and the the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim. The following checks and electronic payments are approved for payment:

Total Check #s 45515 through 45603: \$410,781.66

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 8/28/2020: \$165,406.51

 9-14-20
City Manager / Date

 9/14/20
Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
AFLAC	45515	08/28/2020	Employee Medical/Disability Plans	359.99
AMERICAN GENERAL LIFE GPO/400S	45516	08/28/2020	Life Insurance	279.92
AWC EMPLOYEE BENEFIT TRUST	45517	08/28/2020	Employee Health Insurance	63,320.20
AWC EMPLOYEE BENEFIT TRUST	45518	08/28/2020	Void	-
CITY OF KENMORE	45519	08/28/2020	Employee Deduction	30.00
DEPARTMENT OF LABOR AND INDUSTRIES	45520	08/28/2020	City of Kenmore	3,959.01
DEPARTMENT OF LABOR AND INDUSTRIES	45521	08/28/2020	Void	-
EMPLOYMENT SECURITY DEPARTMENT	45522	08/28/2020	Paid Family & Medical Leave	1,319.31
ICMA RETIREMENT C/O ALLFIRST BANK / 109964	45523	08/28/2020	City of Kenmore 401a	16,718.81
ICMA RETIREMENT TRUST 457 / 304745	45524	08/28/2020	ICMA 457 Deferred Comp	6,192.75
LINCOLN NATIONAL LIFE INSURANCE	45525	08/28/2020	Life Ins/ADD & LTD	1,355.16
NATIONAL LIFE OF VERMONT	45526	08/28/2020	Life Insurance	123.17
STATE OF FLORIDA DISBURSEMENT UNIT	45527	08/28/2020	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	45528	08/28/2020	Employee Charitable Contribution	53.00
AM TEST, INC	45529	09/04/2020	Swamp Creek Water Sample Testing	50.00
AMERICALL	45530	09/04/2020	July After Hours Phone Svcs.	134.16
AURORA RENTS	45531	09/04/2020	Bucket/Excavator for Sinkhole Repair	670.68
AURORA RENTS	45532	09/04/2020	NE 166th Sinkhole Excavator/Bucket Rental	802.92
AURORA RENTS	45533	09/04/2020	Asphalt Saw/Blade for Sinkhole Repair	223.37
BANNER BANK JGORDON	45534	09/04/2020	Laminator	1,171.35
BRIEN, GAYLYNN	45535	09/04/2020	June Sales Tax Data Conversion Svcs	50.00
CADMAN MATERIALS, INC.	45536	09/04/2020	Asphalt for Berm Install @ 7801 NE 175th	44.85

CALPORTLAND COMPANY	45537	09/04/2020	Gravel for Sinkhole Repair on NE 166th	264.40
CANON FINANCIAL SERVICES, INC.	45538	09/04/2020	Aug. 2nd Floor Copier Lease	265.84
CODE PUBLISHING COMPANY	45539	09/04/2020	Municipal Code Cumulative Print Supplement	863.50
CODE PUBLISHING COMPANY	45540	09/04/2020	Municipal Code Web Update	113.40
CROWN PRODUCTS LLC	45541	09/04/2020	Pet Waste Bags	921.75
DEPARTMENT OF ECOLOGY	45542	09/04/2020	7/1/20-6/30/21 Permit WAR309187 Squire's	780.00
DEPARTMENT OF ECOLOGY	45543	09/04/2020	7/1/19-6/30/20 Squire's Permit	26.36
ENGAGED PUBLIC	45544	09/04/2020	One Year Subscription 4/11/20-4/10/21	6,500.00
FRUHLING SAND & TOPSOIL	45545	09/04/2020	Rock Purchase for 5727 NE 180th	44.16
GENCAP CONSTRUCTION CORP	45546	09/04/2020	19-C2112 Aug. Boathouse Construction Svcs	49,350.00
HAULAWAY STORAGE CONTAINERS, INC.	45547	09/04/2020	7/24-8/20 Logboom Park Container Rentals	191.40
HERRERA ENVIRONMENTAL CONSULTANTS	45548	09/04/2020	20-C2153 Aquatic Weed Svcs 6/27-7/31	6,283.35
HONEY BUCKET	45549	09/04/2020	8/24-9/20 Public Works Yard Rental	156.75
JET CITY PRINTING	45550	09/04/2020	Business Supply Kit - Covid CARES WA	288.75
KBA INC.	45551	09/04/2020	18-C1846 July W. Samm Bridge Const. Mgmt	110,870.02
KING COUNTY FINANCE	45552	09/04/2020	Q2 Liquor Profits/Excise Tax for Mental Health	1,716.99
KING COUNTY SHERIFF	45553	09/04/2020	June Police Overtime/ School District	879.75
KPFF CONSULTING ENGINEERS	45554	09/04/2020	19-C2098 Professional Svcs through 6/26/20	638.47
KPFF CONSULTING ENGINEERS	45554	09/04/2020	19-C2098 Professional Svcs through 6/26/20	1,894.60
MARINE FLOATS CORPORATION	45555	09/04/2020	Logboom Dock Ladder	453.20
MILLER STEPHENS, MARY	45556	09/04/2020	Aug. Public Defense Services @ SCORE	1,250.00
MOJO STRATEGIES	45557	09/04/2020	19-C2108 Aug. Communications Consulting	7,875.00
MOTT MACDONALD GROUP, INC.	45558	09/04/2020	July Squire's Landing Permit/Design Svcs	3,509.70
MOTT MACDONALD GROUP, INC.	45559	09/04/2020	17-C1656 Logboom June/July Prof. Svcs	8,184.30
NORTHLAKE LITTLE LEAGUE	45560	09/04/2020	Moorlands Park Field Refund/Covid-19	2,046.00
NORTHSHORE FIRE DEPT	45561	09/04/2020	June Fire Marshall Plan Review	724.00
NORTHSHORE SCHOOL DISTRICT	45562	09/04/2020	Aug. School Impact Fee Remittance	28,000.00
NXLVLUP, LLC	45563	09/04/2020	July Incubator consulting Svcs	3,200.00
OFFICE DEPOT	45564	09/04/2020	Misc. Office Supplies	104.14
PACE ENGINEERS, INC.	45565	09/04/2020	20-C2129 July Engineering Consulting Svcs	179.30
PACIFIC TOPSOILS	45566	09/04/2020	7/26-8/25 Materials Dumping & Rock Purchase	502.63
PUGET SOUND ENERGY	45567	09/04/2020	7/15-8/13 Gas/Electricity/Traffic Signals	1,821.39
QUALITY BUSINESS SYSTEMS / WELLS FARGO	45568	09/04/2020	7/5 - 8/4 1st Floor Copier Lease	675.53
QUALITY BUSINESS SYSTEMS / WELLS FARGO	45569	09/04/2020	2019 Prop Tax & 8/5-9/4 1st Fl. Copier Lease	865.92
RED BARN ENGINEERING, INC.	45570	09/04/2020	20-C2128 6/20 8/17 Engineering Svcs	9,446.75
REID, JAMES FALCONER	45571	09/04/2020	7/13-8/31 Financial Sustainability Prof. Svcs	7,350.00
SANCHEZ, EUGENIO	45572	09/04/2020	Work Boot Reimbursement	108.55
SCORE	45573	09/04/2020	June Health Svcs @ SCORE	108.88
SEATTLE TIMES	45574	09/04/2020	Legal Notice PRJ19-0015	167.25

IX. A. Total Check #s 45515 through 45603 in the amount of \$410,781.66. ...

SEATTLE TIMES	45575	09/04/2020	Legal Notice PRJ19-0036	269.83
SHANNON & WILSON, INC.	45576	09/04/2020	19-C2122 Geotech Consulting Svcs	3,013.00
SMS CLEANING, INC.	45577	09/04/2020	Aug. City Hall/Hangar/PW Janitorial Svcs	6,495.00
SNOHOMISH COUNTY	45578	09/04/2020	July Vactor Disposal Charges	208.00
STAPLES ADVANTAGE	45579	09/04/2020	Hangar/City Hall/Parks Maint. Supplies	491.90
STARDOM SERVICES, INC.	45580	09/04/2020	Aug. Incubator Bldg, Janitorial Svcs	660.00
T MOBILE USA, INC.	45581	09/04/2020	Staff Cell Phones & Data Plans	1,015.29
T MOBILE USA, INC.	45582	09/04/2020	Staff Cell Phones & Data Plans	260.00
TUPLING, SANDRA	45583	09/04/2020	Reimbursement for Reception Desk Headset	302.54
TYLER TECHNOLOGIES, INC.	45584	09/04/2020	Tyler Budgeting Training	137.50
U.S. BANK PURCHASE CARDS	45585	09/04/2020	Misc. Office Supplies	1,732.21
U.S. BANK PURCHASE CARDS	45586	09/04/2020	Void	-
U.S. BANK PURCHASE CARDS	45587	09/04/2020	Flowers for Bothell Police Dept. Loss	106.64
U.S. BANK PURCHASE CARDS	45588	09/04/2020	Life Vest & Safety Vest	93.52
U.S. BANK PURCHASE CARDS	45589	09/04/2020	Volgistics/Pandora/Surveymonkey	146.09
U.S. BANK PURCHASE CARDS	45590	09/04/2020	7/15-8/15 Zoom Charges	2,563.34
U.S. BANK PURCHASE CARDS	45591	09/04/2020	Int'l Code Council Dues & UPS Notary Svc.	155.00
U.S. BANK PURCHASE CARDS	45592	09/04/2020	Fence Materials/Sanitizer/Window for Squire's	2,716.62
U.S. BANK PURCHASE CARDS	45593	09/04/2020	Uline/Dell Laptops/Desk for DS	3,789.13
U.S. BANK PURCHASE CARDS	45594	09/04/2020	American Public Works Assoc. SWM Fee Report	22.99
U.S. BANK PURCHASE CARDS	45595	09/04/2020	City Clerk & Bldg. Inspector Recruitment	883.19
U.S. BANK PURCHASE CARDS	45596	09/04/2020	Hand Sanitizer/Thermometers/Training/Supplies	6,562.68
UTILITIES UNDERGROUND LOCATION CTR	45597	09/04/2020	July Utility Locates	216.72
VSS INTERNATIONAL INC.	45598	09/04/2020	19-C2033 Aug. Slurry Seal Project	19,853.06
WA STATE DEPT OF TRANSPORTATION	45599	09/04/2020	July Traffic Signal Maint. (175th & 181st)/68th	785.97
WILLIAMS, KASTNER & GIBBS PLLC	45600	09/04/2020	Special Counsel for Ridout Matter	1,312.50
ZIPLY FIBER	45601	09/04/2020	8/28-9/27 City Hall Phone Svc	466.32
ZIPLY FIBER	45602	09/04/2020	8/28-9/27 City Hall Phone Svc	654.96
ZIPLY FIBER	45603	09/04/2020	8/19-9/18 Public Works Internet	111.98
DRS 457	DFT0000777	08/28/2020	DRS 457 Deferred Comp	1,883.91
AVIDIA HEALTH	DFT0000778	08/28/2020	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000779-84	08/28/2020	Public Employees Retirement	31,940.80
NAVIA	DFT0000785	08/28/2020	Employee Flexible Spending Account	416.15
BANK OF AMERICA 941	DFT0000786	08/28/2020	Federal Taxes	19,439.22
PAYROLL	Electronic Dep.	8/28/2020	Direct Deposit	111,626.43
TOTAL				<u>\$ 576,188.17</u>



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2020 - 09/04/2020

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	550
0014	AMERICAN PLANNING ASSOCIATION	1900
0022	ASSOCIATION OF WA CITIES	3290
0024	BAKER, DAVID	4051.53
0037	BASTYR UNIVERSITY	351.45
0054	BULGER SAFE & LOCK, INC.	376.85
0064	CASCADE PEST CONTROL	1144
0067	CENTER FOR HUMAN SERVICES	28750
0076	CITY OF BELLEVUE	101518.12
0081	CITY OF KENMORE	155.17
0083	CITY OF LAKE FOREST PARK	48111
0086	CITY OF SHORELINE	2783
0092	CODE PUBLISHING COMPANY	4806.8
0099	CONSOLIDATED PRESS	4349.92
0106	CROWN PRODUCTS LLC	1912.95
0109	DAILY JOURNAL OF COMMERCE	1604.4
0111	DEPARTMENT OF ECOLOGY	29445.21
0121	REPUBLIC SERVICES	11080.34
0130	EMPLOYMENT SECURITY DEPARTMENT	11410.02
0134	EVERGREEN PRINT SOLUTIONS	335.36
0137	FERGUSON ENTERPRISES INC #3011	1554.03
0145	FRUHLING SAND & TOPSOIL	1340.83
0151	CALPORTLAND COMPANY	1141.26
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190
0169	HERRERA ENVIRONMENTAL CONSULTANTS	12593.75
0173	HOME DEPOT CREDIT SERVICES	2055.76
0174	HOPELINK	10000
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	143179.51
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1400
0197	JET CITY PRINTING	1815.55
0201	KCDA PURCHASING COOP	4010.7
0205	KENMORE HERITAGE SOCIETY	100
0212	KING COUNTY FINANCE W.L.R.D.	2713
0213	KING COUNTY ANIMAL SVCS	1435
0216	KING COUNTY FINANCE	1000
0218	KING COUNTY FINANCE	4925.09
0219	KING COUNTY FINANCE	109982.56
0224	SOUND PUBLISHING, INC.	395
0230	KING COUNTY RADIO COMM SERVICES	600.6
0233	KING COUNTY SHERIFF	2061886.07
0235	KING COUNTY TREASURY	39839.98
0246	LAKE CITY PICTURE FRAMING	310.21
0251	LIGHTHOUSE CONSULTING INC	79345.68
0261	PENDLETON CONSULTING LLC	4200.7
0285	NORTHSHORE FIRE DEPT	3164
0286	NORTHSHORE SCHOOL DISTRICT	278033
0287	NORTHSHORE SENIOR CENTER	18950
0288	NORTHSHORE UTILITY DIST	101742.85
0290	NORTHSHORE YOUTH & FAMILY SERVICES	4000
0292	HONEY BUCKET	8955.55
0299	EBIX, INC.	118.27
0300	OFFICE DEPOT	4065.94

Vendor Purchasing Report

For Date Range 01/01/2020 - 09/04/2020

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	17811.48
0310	PACIFIC TOPSOILS	4892.21
0314	PETTY CASH CUSTODIAN	400.31
0327	PUGET SOUND CLEAN AIR AGENCY	18889
0328	PUGET SOUND ENERGY	129302.39
0329	PUGET SOUND FINANCE OFFICERS ASSOC	130
0345	SEATTLE TIMES	5227.67
0350	SIGN UP, SIGN CO, INC	412.5
0355	STAPLES ADVANTAGE	9648.93
0357	STEWART MACNICHOLS HARMELL, INC.	40000
0359	SOUND CITIES ASSOC	15539.29
0365	TOTAL LANDSCAPE CORP	66818.1
0371	UNITED STATES POSTMASTER	1817.64
0375	US POSTAL SERVICE (HASLER)	6143.89
0385	WA ASSOC OF BUILDING OFFICIALS	120
0387	WA CITIES INSURANCE AUTHORITY	329569
0401	WA STATE DEPT OF TRANSPORTATION	5033.91
0405	WASHINGTON STATE OFFICE CASH MGMT	1142.5
0412	COLUMBIA RIDGE LANDFILL	17737.36
0424	ICMA RETIREMENT TRUST 457 / 304745	107255.65
0425	DRS 457	34330.1
0426	AFLAC	2879.93
0428	BANK OF AMERICA 941	332598.03
0429	AWC EMPLOYEE BENEFIT TRUST	501988.34
0431	DEPARTMENT OF RETIREMENT SYSTEMS	572606.56
0432	DEPARTMENT OF LABOR AND INDUSTRIES	31819.79
0434	UNITED WAY OF KING COUNTY	954
0436	NATIONAL LIFE OF VERMONT	985.36
0448	UPS STORE KENMORE	524.53
0450	AURORA RENTS	4241.03
0473	ARTS OF KENMORE	3400
0515	NATIONAL LEAGUE OF CITIES	1563
0550	KING COUNTY RECORDER'S OFFICE	330.5
0558	SNOHOMISH COUNTY	208
0586	QUADIENT LEASING USA, INC.	1596.2
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5720
0617	KING COUNTY FINANCE	6676.28
0641	TELESYSTEMS WEST	137.51
0685	PACE ENGINEERS, INC.	27263.25
0690	BUILDERS EXCHANGE OF WASHINGTON INC	1131.55
0692	HDR ENGINEERING, INC	290731.42
0696	AMERICAN GENERAL LIFE GPO/400S	2239.36
0699	BANNER BANK DB	1114.51
0743	BANNER BANK NO	5063.06
0764	OUSLEY, NANCY	86.08
0781	QUALITY BUSINESS SYSTEMS INC.	4457.47
0791	NORTHSHORE ROTARY CLUB	427
0807	CASCADE RECREATION, INC	551.25
0817	GRAINGER	3513.98
0828	PUGET SOUND BUSINESS JOURNAL	125
0831	NORTHSHORE PARK & REC SERVICE AREA	2567
0851	EVERMARK, LLC	609.73
0852	GREGORY, JOANNE	3456.98
0858	A+ CONFERENCING	1461.79
0864	COLUMBIA FORD	22530.94
0868	JAYMARC AV	5814.62
0869	BANNER BANK JGORDON	5148.36
0892	JACOBS ENGINEERING GROUP	206266.49

Vendor Purchasing Report

For Date Range 01/01/2020 - 09/04/2020

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0899	SHRED IT USA LLC	488.5
0912	ALCALDE & FAY	30398.2
0913	KENMORE ELEMENTARY	3750
0981	COMCAST BUSINESS	2808.1
0994	GORDON THOMAS HONEYWELL	27526.56
1003	iWORQ SYSTEMS	2800
1010	TOWN CENTER HARDWARE	1137.58
1045	HORIZON DISTRIBUTORS INC	3997.59
1047	SARAH ROBERTS	46841.59
1052	FIRE PROTECTION, INC	6787.65
1068	WA STATE DEPT OF LABOR & INDUSTRIES	147.2
1114	PHSI PURE HEALTH SOLUTIONS INC.	606.54
1116	FRONTIER	4922.99
1123	AM TEST, INC	1625
1140	PAWS	2551
1148	AGORA REFRESHMENTS	503.25
1168	SCHINDLER ELEVATOR CORPORATION	1890.83
1177	WELLS FARGO FINANCIAL	81.67
1197	MILLER STEPHENS, MARY	11250
1215	STATE OF FLORIDA DISBURSEMENT UNIT	4950
1216	ADVANCE TESTING & SERVICE INC	1566
1222	OLSON BROTHERS PRO VAC	34944.1
1248	KENMORE AIR	625
1259	PERTEET INC.	352.36
1267	AUTOMATED CONTROLS	1551
1269	KAMINS CONSTRUCTION INC.	34996.72
1293	THE WATERSHED COMPANY	9287.5
1297	GOVERNMENT FINANCE RESEARCH GROUP	1995
1299	VERIZON WIRELESS	2730.72
1309	BANNER BANK BAKER	7323.43
1311	WASHINGTON STATE PATROL	1039.49
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	4200
1322	AABCO BARRICADE COMPANY INC.	2475
1326	JOYCE ZIKER PARKINSON	2437.5
1328	ANCHOR QEA, LLC	520
1331	KBA INC.	646724.45
1339	STATE OF WA DEPARTMENT OF LICENSING	0.44
1345	SHERWIN WILLIAMS CO. #8099	102.6
1356	KARLINSEY, ROB	150.08
1357	KENMORE COMMERCIAL LLC	30303.36
1358	ALPHAGRAPHS	747.78
1372	AAA PRINTING	922.14
1385	CITYWORKS/ AZTECA SYSTEMS INC.	37100
1390	UTILITIES UNDERGROUND LOCATION CTR	1598.31
1403	OSBORN CONSULTING INC.	177991.2
1431	BRIEN, GAYLYNN	400
1452	CITY OF KENT	500
1456	HESTON VISUAL ARTS	214.7
1457	LANGUAGE LINE SERVICES, INC.	35.37
1459	FLEMINGS HOLIDAY LIGHTING LLC	5174.7
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	25
1500	MARINE FLOATS CORPORATION	3622.49
1504	SCORE	158303.15
1555	LINCOLN NATIONAL LIFE INSURANCE	10819.84
1581	STARDOM SERVICES, INC.	4931.54
1605	ALL CITY FENCE CO.	2332
1606	GALLATIN PUBLIC AFFAIRS	22064.25
1629	WESTERN DISPLAY FIREWORKS, LTD.	4750

Vendor Purchasing Report

For Date Range 01/01/2020 - 09/04/2020

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1657	STEWART TITLE COMPANY	258326.3
1673	KPFF CONSULTING ENGINEERS	122641.56
1689	MOTT MACDONALD GROUP, INC.	455136.96
1704	BANNER BANK RK	9291.2
1711	SOFTWAREONE, INC.	11360.34
1712	SITEIMPROVE, INC.	3353.9
1714	KRAZAN & ASSOCIATES, INC.	2325
1715	THE WIDE FORMAT COMPANY	352
1718	RESOURCE EXPLORATION, LLC	20000
1721	GOOD TO GO	2.75
1731	NORTHWEST ARBORICULTURE LLC	7319.4
1738	MUNIMANAGE, LLC	5280
1754	RFI ENTERPRISES INC.	365.2
1762	BAKER, BRIDGIT	905.54
1763	REID, JAMES FALCONER	16642.5
1774	OWEN EQUIPMENT COMPANY	1112.43
1786	TYLER TECHNOLOGIES, INC.	18951.58
1814	YSI INCORPORATED, A XYLEM BRAND	1789.98
1816	NAVIA	20490.7
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	5594.63
1829	SHI INTERNATIONAL CORP.	882.79
1838	AVIDIA HEALTH	1800
1863	HAULWAY STORAGE CONTAINERS, INC.	954.8
1884	CADMAN MATERIALS, INC.	647.96
1885	NATIONAL BARRICADE CO., LLC	3627.71
1889	WILLIAMS, KASTNER & GIBBS PLLC	58377.93
1892	HEARTH MUSIC	4100
1900	ASPECT CONSULTING LLC	859.3
1901	NORTH COAST ELECTRIC COMPANY	1837.55
1908	VAUGHAN, KENT	400
1914	MCNAMARA SIGNS	1420.29
1927	GAMETIME	2429.19
1930	T MOBILE USA, INC.	7673.75
1932	U.S. BANK N.A. / CUSTODY	276
1945	GLASS MASTERS LLC	3445
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	100
1960	WALTER E. NELSON CO.	408.87
1964	EARTHWORKS	42527.05
1970	CROSSROAD SIGN	385
1978	GOVDELIVERY, LLC	6440
1979	MSPT XXII, LLC	500
1980	HRA VEBa TRUST	37356.54
1985	CONTRACT LAND STAFF LLC	27120.49
1991	WASHINGTON STATE TREASURER	6290.28
1993	HYAS GROUP, LLC	7500
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50
2004	RED BARN ENGINEERING, INC.	52274.25
2007	HYDROPOINT DATA SYSTEMS, INC.	1077
2009	O'CONNOR CONSULTING GROUP, LLC	21000
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	1932.8
2017	DARRELL THOMSON	1667.58
2024	DFR LAW GROUP, LLC	600
2048	SMS CLEANING, INC.	51960
2049	SUNBELT RENTALS	310.28
2054	BLUE FLAME HEATING, AIR & ELECTRIC	264.6
2063	French Touchup LLC	5400
2078	WA RECREATION & PARK ASSOC.	725
2081	SHANNON & WILSON, INC.	24209.5

Vendor Purchasing Report

For Date Range 01/01/2020 - 09/04/2020

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2096	TUPLING, SANDRA	302.54
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180
2119	PIONEER TOWING COMPANY	138000
2120	LAKEPOINTE, INC.	24000
2135	AMERICAN SOLUTIONS FOR BUSINESS	1511.42
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	317721.74
2143	ERIK D PLUMBER LLC	165
2144	MODUS TECHNOLOGY, INC.	721.22
2147	SOD SPOT LLC	5400
2156	ASSOCIATED PETROLEUM PRODUCTS INC.	1536.49
2157	SOUND SAFETY PRODUCTS CO.	1482.09
2161	BENNETT GOLD, TOBIN	4035.47
2167	APWA/WA CHAPTER	1500
2175	ELECTRONIC BUSINESS MACHINES	2135.8
2176	CANON FINANCIAL SERVICES, INC.	2126.72
2183	SISKUN POWER EQUIPMENT	1672.86
2196	ENGAGED PUBLIC	6500
2199	HALALILO, PAULA	40
2206	CHECK RIDE	3450
2209	MORUP SIGNS, INC.	3784.02
2211	PRECISION FUEL SOLUTIONS	1237.5
2214	CAROLYN LAW	6487.5
2215	INTERSECTION MEDIA, LLC	194.22
2221	O'REILLY/FIRST CALL	72.56
2222	GRADE, INC.	14044.24
2227	EARTHCORPS	2392.5
2231	A WORKSAFE SERVICE, INC	55
2236	COMCAST	20656.7
2237	CREATIVE HOUSE BRANDING	942.93
2242	MARY'S PLACE	23334
2247	EMERALD PAVING, INC	4941
2248	INTERNATIONAL PUBLIC MGT ASSOC FOR HUMAN RE:	156
2249	KING COUNTY BAR ASSOCIATION	750
2252	TRUGREEN	907.5
2253	CHANCERY CIVIC LLC	11208.6
2254	U.S. BANK PURCHASE CARDS	125543.53
2259	MINUTEMAN PRESS	16157.6
2262	DILIGENT CORPORATION	16703.51
2264	SWOFFORD EXCAVATING	50707.8
2268	IRIS WINDOW COVERINGS	8635
2270	LAKE SIDE INDUSTRIES	316146.01
2283	VSS INTERNATIONAL INC.	92776.06
2285	QUALITY WATER FINANCIAL	1055.2
2295	ALL THINGS HR, LLC	455
2300	MICROSOFT CORPORATION	7288.51
2311	BEST BEST & KRIEGER LLP ATTORNEYS AT LAW	11232
2312	GOOD, MICHAEL J.	250
2313	MANAGEMENT PARTNERS	26930
2318	PIXEYES GRAPHICS & DESIGN	1860
2319	SITESCAPES	2670
2327	PACIFIC AIR CONTROL, INC.	7191.26
2333	NORTHEND TRUCK EQUIPMENT CO., LLC	1062.33
2334	NORTHSHORE YOUTH SOCCER ASSOC.	44
2335	DEBO, ALEXANDER	150
2336	CHRISTEN ESTATES, LLC	15000
2337	HUANG, ANGELINA	7500
2338	58 STARS TRAVEL	940.3
2340	MOJO STRATEGIES	27000

Vendor Purchasing Report

For Date Range 01/01/2020 - 09/04/2020

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2341	ALLIANCEONE RECEIVABLES MGMT INC	350.93
2342	RAINBOW TOWING	302.5
2343	KNOWBE4, INC.	735.92
2344	DZHENKOV, PETAR	275
2345	DEOL, GUR RAJ	275
2346	DILLON, MARGARET	550
2347	HOUSING AUTHORITY OF KING COUNTY WA	3525
2348	ARROWHEAD PARK VISTA CONDOMINIUM ASSOCIATI	2150
2349	SSI & MHA CORPORATION	9755
2351	ENGINEER SUPPLY	709
2352	EARTHCAM	15715.73
2353	NORTHSHORE SCHOOLS FOUNDATION	4000
2354	ALLAN WEBB NISSAN	62542.46
2355	BUREAU VERITAS	9900
2356	KEIM, JEANNIE	150
2357	4IMPRINT	432.07
2359	PRECISION PLUMBING AND HEATING	165.9
2360	O'CAIN, MELANIE	965.22
2361	BFI 4 LLC	26351.99
2362	CHASEWEST VENTURES, INC.	25406.25
2363	IDAHO ASSOC. OF BUILDING OFFICIALS, INC.	25
2364	JASON'S CREATIONS	350
2365	ADAM TIEGS	350
2366	CCI SOLUTIONS	858
2367	MARGARET FLYNN	650
2368	JEFF LUKE PHOTOGRAPHY LLC	4525.11
2369	MARIA SZABLYA RIVAS	150
2370	PYRAMID CATERING & EVENTS	925
2371	RACHEL RISING	150
2372	ANDERSON ROOFING INC.	218.6
2373	BRAD OR KELLI CARSON	150
2374	DEPARTMENT OF NATURAL RESOURCES	1261.17
2375	FONG, DAPHNE	150
2376	LISA TROUT	100
2377	NORTH URBAN HUMAN SVCS ALLIANCE	1000
2378	NXLVLUP, LLC	17048
2379	JENNIFER DIXON	15000
2380	JOHN BROWN	56.75
2381	NORTHLAKE LITTLE LEAGUE	2296
2382	FOCUS TOOLS & ENGINEERING, INC.	25050
2383	NORTH LAKE LITTLE LEAGUE	3080
2384	NORTHWEST ENERGY EFFICIENCY COUNCIL	75
2386	CECCANTI, INC.	7330988.13
2387	HUI, IVANA	150
2388	3CMA CITY-COUNTY COMMUNICATIONS & MARKETIN	400
2389	JET CITY CLEANING	5632
2392	DEPARTMENT OF COMMERCE	6561.97
2393	SEATTLE PUMP & EQUIPMENT CO./JETTERS NORTHW	2637.98
2394	GRIESEL, LEN	21388.5
2395	PLASTIC SALES & SERVICE INC.	8452.15
2396	ZIPLY FIBER	4941.02
2399	COPIERS NORTHWEST	7598.8
2400	MSR GLASS HOUSE, LLC	9500
2401	SHIXIONG HU	7500
2402	PACIFIC OFFICE AUTOMATION	6243.6
2403	AMERICALL	2421.06
2404	BAKER, W. COLE	13.39
2406	FISCHER, AUSTIN	13.39

Vendor Purchasing Report

For Date Range 01/01/2020 - 09/04/2020

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2408	FISHER, AKSEL	13.39
2410	KENDALL FORD OF MARYSVILLE	51263.4
2411	STELL ENVIRONMENTAL ENTERPRISES, INC	10650.19
2412	OTTO ROSENAU & ASSOCIATES, INC	427.88
2413	ICLEI	600
2414	GENCAP CONSTRUCTION CORP	500589.43
2416	KIERA CONDON	450
2417	SUMMIT LAW GROUP PLLC	9492.5
2418	AMERICAN LEAK DETECTION	1782
2419	MIKE FOLDEN PRODUCTIONS	4000
2421	SIGNARAMA	280.76
2423	MAUREEN COLAIZZI	119
2424	BAUTISTA, REGINALD	269.48
2425	THOMCO CONSTRUCTION, INC.	160748.16
2426	OASIS EIGHT, LLC	7500
2427	LAKESIDE INDUSTRIES	476079.6
2430	SANCHEZ, EUGENIO	108.55
Vendor Set Vendor Set 01 Total:		18955463.45

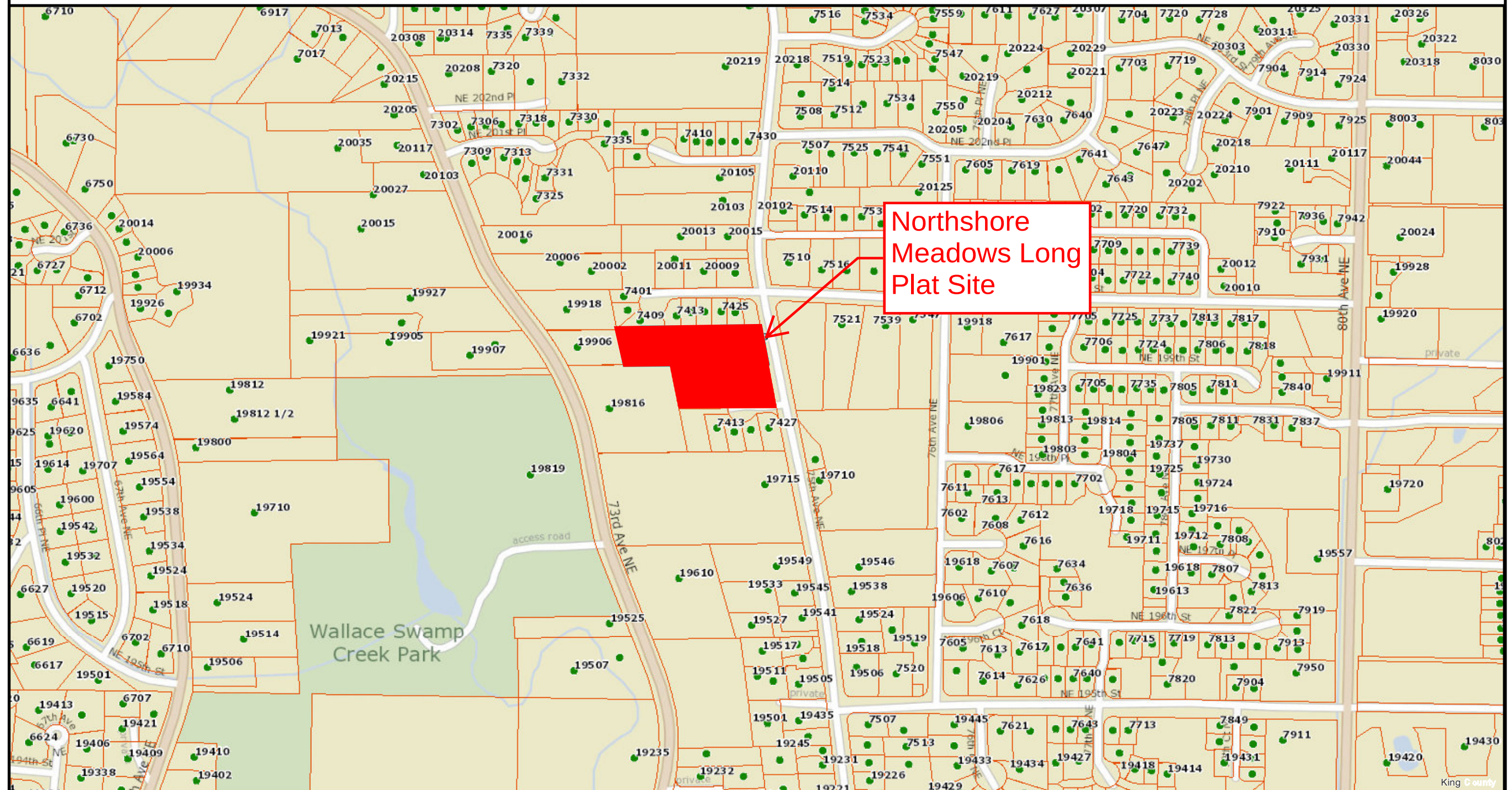


City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Northshore Meadows Final Long Plat – Resolution No. 20-0352 Proposed Council Action/Motion: Adopt Resolution No. 20-0352 Granting Final Approval for Plat of Northshore Meadow	For Council Meeting Agenda of: September 21, 2020 Department: Development Services Prepared by: Bryan Hampson, Development Services Director <u>Initial & Date</u> Approved by Department Head: BH 9-9-20 Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: RJK 9-10-20 Exhibits/Attachments: 1. Vicinity Map 2. Resolution No. 20-0352 3. Northshore Meadows Final Plat Map
<u>INFORMATION/BACKGROUND:</u> The Northshore Meadows final plat is ready to record. The Hearing Examiner granted preliminary approval of the plat on January 31, 2019. Conditions of preliminary plat approval have been satisfied and financial guarantees have been submitted. To obtain final plat approval, the Council needs to pass a resolution approving the final plat. The final plat then needs to be signed by the City prior to being recorded with King County. Northshore Meadows is a 12-lot single-family residential development located on parcels 011410-0128 and 011410-0132 zoned R-6 (six dwelling units per acre). Lots 1 & 2 have direct access to 75th Ave NE; Lots 3-6 will access from a new private road (Tract C) connecting to 75th Ave NE. Lots 7-9 will access from a private access road (Tract D) which connects to the new public access road (NE 198th PL) connecting to 75th Ave NE which is shared with 4 existing homes to the south; Lots 10-12 also access from NE 198th PL. Both Tract C and Tract D are considered private access and utilities tracts (each contain a sewer easement with Northshore Utility District) which will be conveyed to Northshore Meadow's Homeowner's Association upon recording. Tract A is a sensitive area (critical area) tract and will provide protection of a wetland and stream. Tract B and E are open space which each contain a storm vault. The tracts will be owned by the Homeowner's Association following a two-year maintenance period by the applicant (developer) except for the stormwater facilities which will be inspected and maintained by the City following the maintenance period. The applicant has posted the required financial guarantees for maintenance of roadways, drainage, and critical areas mitigation. Traffic, parks, and school impact fees will be assessed at the time of building permit for each individual lot except for the credit given for the replacement of the existing residence.	
<u>FISCAL CONSIDERATION:</u> Permit fees will be collected upon approval of the plat and issuance of building permits. Subsequent expansion of single-family property tax base.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Attractive, well-planned enduring and desirable place to live and work.	

Northshore Meadows Vicinity Map

ATTACHMENT 1 - RESOLUTION NO. 20-0352



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

Date: 9/8/2020

Notes:



King County

CITY OF KENMORE
WASHINGTON

RESOLUTION NO. 20-0352

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, GRANTING FINAL PLAT APPROVAL
FOR THE PLAT OF NORTSHORE MEADOWS (FILE
FLP20-0015, PRJ17-0081)**

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

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

Section 1. Plat Approval. Pursuant to RCW58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the plat of Northshore Meadows have been substantially satisfied, and hereby grants final plat approval. Pursuant to RCW58.17.195, the City Council further finds that the plat of Northshore Meadows, as approved, conforms with all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF SEPTEMBER 2020.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

City Clerk

Approved as to form:

Dawn Reitan, City Attorney



PLAT NO. FLP20-0015 (PRJ17-0081)
CITY OF KENMORE
KING COUNTY, WASHINGTON

NORTHSHORE MEADOWS

A PORTION OF THE SE 1/4 OF THE NW 1/4, SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M.,
CITY OF KENMORE, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

(PER CHICAGO TITLE COMPANY OF WASHINGTON ALTA COMMITMENT NO. 0170412-16, REVISION 2ND GUARANTEE, DATED JUNE 24, 2020)

PARCEL A:

PARCEL B, KING COUNTY SHORT SUBDIVISION NO. 775047, RECORDED UNDER KING COUNTY RECORDING NUMBER 7510010643, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B:

LOT 2, KING COUNTY SHORT PLAT NO. 780091, RECORDED UNDER RECORDING NO. 8012160798 AND REVISED UNDER RECORDING NO. 8301250792, FURTHER REVISED UNDER RECORDING NO. 8303240647, BEING A PORTION OF LOT 9, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT RECORDED IN VOLUME 26 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TITLE EXCEPTIONS

(PER CHICAGO TITLE COMPANY OF WASHINGTON ALTA COMMITMENT NO. 0170412-16, REVISION 2ND GUARANTEE, DATED JUNE 24, 2020)

1. RIGHTS OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LAND IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS AND ROADS, AS DISCLOSED IN THE PLAT OF ALDERWOOD MANOR NO. 14. (NOT PLOTTABLE)

2. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON:
KING COUNTY SHORT SUBDIVISION NO. 775047

RECORDING NO: 7510010643

AFFECTS: PARCEL A (NOT PLOTTABLE)

3. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON:
KING COUNTY SHORT PLAT NO. 780091

RECORDING NO: 8012160798 AND REVISED UNDER RECORDING NO. 8301250792, FURTHER REVISED UNDER RECORDING NO. 8303240647

AFFECTS: PARCEL B (NOT PLOTTABLE)

4. THIS ITEM INTENTIONALLY DELETED

5. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: NORTHSHORE UTILITY DISTRICT
PURPOSE: WATER LINES WITH NECESSARY APPURTENANCES
RECORDING DATE: MARCH 30, 2004
RECORDING NO.: 20040330000850
AFFECTS: A SOUTHERLY PORTION OF PARCEL B
SAID EASEMENT IS A RE-RECORD OF EASEMENT RECORDED UNDER RECORDING NUMBER 20040315001381. (A PORTION IN PUBLIC R.O.W. TO BE RELINQUISHED)

6. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND ENERGY, INC.
PURPOSE: UTILITY SYSTEMS
RECORDING DATE: JANUARY 31, 2019
RECORDING NO.: 20190131000539
AFFECTS: AS DESCRIBED THEREIN (AS SHOWN)

7. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND ENERGY, INC.
PURPOSE: UTILITY SYSTEMS
RECORDING DATE: MARCH 15, 2019
RECORDING NO.: 20190315000650
AFFECTS: THE EASTERLY 10 FEET OF SAID PREMISES (AS SHOWN)

8. THIS ITEM INTENTIONALLY DELETED

9-13 NOT SURVEY RELATED

DEDICATION

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

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

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

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

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

SSH LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA D.R. HORTON
BY: SHLR OF WASHINGTON, INC., A WASHINGTON CORPORATION, ITS SOLE MEMBER

BY: _____
KEVIN CAPUZZI, SEATTLE DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF KING)

I DO HEREBY CERTIFY THAT KEVIN CAPUZZI, PERSONALLY KNOWN TO ME TO BE THE SEATTLE DIVISION PRESIDENT OF SHLR OF WASHINGTON, INC., A WASHINGTON CORPORATION, THE SOLE MEMBER OF SSH LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF ____ 2020

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT: _____

MY APPOINTMENT EXPIRES: _____

SHEET INDEX

SHEET 1 - DEDICATION, ACKNOWLEDGEMENT, APPROVALS, RECORDING CERTIFICATE, SURVEYOR'S CERTIFICATE, LEGAL DESCRIPTION, TITLE EXCEPTIONS

SHEET 2 - TRACT NOTES, EASEMENT PROVISIONS, DETAILS

SHEET 3 - GENERAL NOTES, DETAILS, LOT ADDRESS TABLE

SHEET 4 - MAP, REFERENCES, SURVEYOR'S NOTES

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SSH LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA D.R. HORTON ON JUNE 1, 2020. I HEREBY CERTIFY THAT THIS MAP FOR NORTHSHORE MEADOWS IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

SETH O'HARE, PLS
CERTIFICATE NO. 38985



NORTHSHORE MEADOWS

19913 75TH AVENUE NE

KENMORE, WA

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

429 - 29TH ST. NE, SUITE D Bus: (253) 848-4282
PUYALLUP, WA 98372 ceservices@cesnwinco.com

JOB 17104

VOLUME

PAGE

CITY OF KENMORE APPROVALS

EXAMINED AND APPROVED THIS ____ DAY OF ____ 2020.

DIRECTOR OF DEVELOPMENT SERVICES

EXAMINED AND APPROVED THIS ____ DAY OF ____ 2020.

CITY MANAGER

EXAMINED AND APPROVED THIS ____ DAY OF ____ 2020.

CITY CLERK

KING COUNTY APPROVALS

DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS ____ DAY OF ____ 2020.

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NO.

FINANCE DIVISION CERTIFICATE

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

THIS ____ DAY OF ____ 2020.

FINANCE DIVISION

MANAGER, FINANCE DIVISION

DEPUTY, FINANCE DIVISION

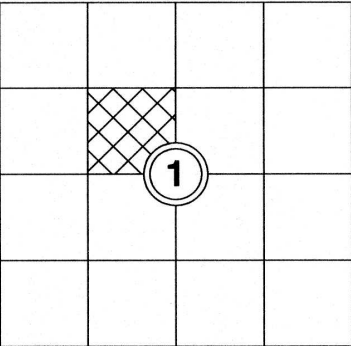
RECORDING CERTIFICATE

RECORDING NUMBER ____ FILED FOR RECORD AT
THE REQUEST OF THE CITY OF KENMORE, THIS ____ DAY OF
2020, AT ____ MINUTES PAST ____ M. AND RECORDED IN
VOLUME ____ OF PLATS, PAGE ____ RECORDS OF KING
COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS



PARCEL NUMBERS:

0114100128 & 0114100132

SITE ADDRESS:

19913 75TH AVENUE NE
KENMORE, WA 98028

INDEX: SE 1/4 OF THE NW 1/4,
SEC 1, TWP 26 N., R. 4 E., W.M.

PAGE 1 OF 4



PLAT NO. FLP20-0015 (PRJ17-0081)
CITY OF KENMORE
KING COUNTY, WASHINGTON

NORTHSHORE MEADOWS

A PORTION OF THE SE 1/4 OF THE NW 1/4, SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M.,
CITY OF KENMORE, KING COUNTY, WASHINGTON

VOLUME PAGE

EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF KENMORE, PUGET SOUND ENERGY, INC., QWEST, FRONTIER COMMUNICATIONS, COMCAST, AND NORTHSHORE UTILITY DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJOINING THE PROPOSED STREET FRONTAGES IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO, FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, TELEVISION, WATER, SEWER, PUBLIC AND PRIVATE STORM DRAINAGE AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND SPACES AT ALL TIME FOR THE PURPOSES HEREIN STATED.

2. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT TO A BUILDING.

3. ALL PRIVATE STORM DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY CONVEYED TO THE LOT OWNERS WHO WOULD BENEFIT FROM THE EASEMENT. MAINTENANCE OF DRAINAGE FACILITIES WITHIN THE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS WHO BENEFITS FROM THE EASEMENT.

THE PRIVATE STORM DRAINAGE EASEMENT ACROSS LOTS 2-4, 8 & 9 IS HEREBY RESERVED AND GRANTED TO LOTS 1-4.

THE PRIVATE STORM DRAINAGE EASEMENT ACROSS LOTS 5, 8 & 9 IS HEREBY RESERVED AND GRANTED TO LOTS 5 & 6.

- * THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE FACILITIES LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

4. THE CITY OF KENMORE IS HEREBY GRANTED THE RIGHT TO ENTER ONTO TRACTS A-E FOR NECESSARY EMERGENCY PURPOSES AND INSPECTION. THE RIGHT OF ENTRY, HOWEVER, SHALL NOT BE DEEMED A GRANT TO THE PUBLIC FOR ACCESS OR ANY OTHER PURPOSE.

5. A 20' WIDE PUBLIC STORM DRAINAGE EASEMENT ACROSS LOT 7 IS HEREBY GRANTED TO THE CITY OF KENMORE FOR THE PURPOSES OF MAINTENANCE, REPAIR AND INSPECTION OF THE STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT, TOGETHER WITH A RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

6. THE CITY OF KENMORE IS HEREBY GRANTED AN EASEMENT AND THE RIGHT TO ENTER LOTS 7, 8, 9, 10, AND 12 FOR INSPECTION OF THE STORM WATER INFILTRATION TRENCHES AS CONSTRUCTED. THE RIGHT OF ENTRY, HOWEVER, SHALL NOT BE DEEMED A GRANT TO THE PUBLIC FOR ACCESS OR ANY OTHER PURPOSE.

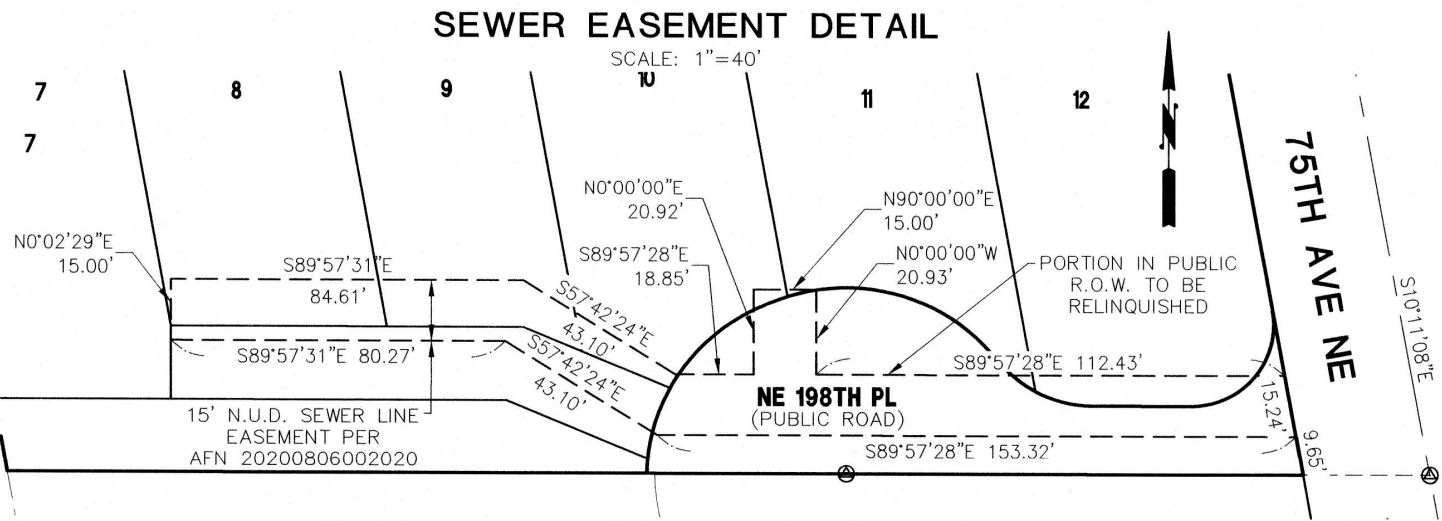
TRACT NOTES

TRACT "A" IS A SENSITIVE AREA TRACT AND IS CONVEYED TO THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

TRACT "B" AND "E" ARE OPEN SPACE AND STORM DRAINAGE TRACTS AND ARE CONVEYED TO THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS EXCEPT STORMWATER FACILITIES WITHIN THE TRACT. THE CITY OF KENMORE IS RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF THE STORMWATER FACILITIES, INCLUDING VAULTS, PIPES, AND UPSTREAM CATCH BASINS. THE CITY OF KENMORE IS HEREBY GRANTED THE RIGHT TO ENTER ONTO TRACTS B AND E FOR NECESSARY PURPOSES AND INSPECTION. THE RIGHT OF ENTRY, HOWEVER, SHALL NOT BE DEEMED A GRANT TO THE PUBLIC FOR ACCESS OR ANY OTHER PURPOSE.

TRACT "C" IS A PRIVATE ACCESS AND UTILITY TRACT AND IS CONVEYED TO THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT EXCEPT STORMWATER FACILITIES WITHIN THE TRACT. THE CITY OF KENMORE IS RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF THE STORMWATER FACILITIES, INCLUDING VAULTS, PIPES, AND UPSTREAM CATCH BASINS. THE CITY OF KENMORE IS HEREBY GRANTED THE RIGHT TO ENTER ONTO TRACT C FOR NECESSARY PURPOSES AND INSPECTION. THE RIGHT OF ENTRY, HOWEVER, SHALL NOT BE DEEMED A GRANT TO THE PUBLIC FOR ACCESS OR ANY OTHER PURPOSE.

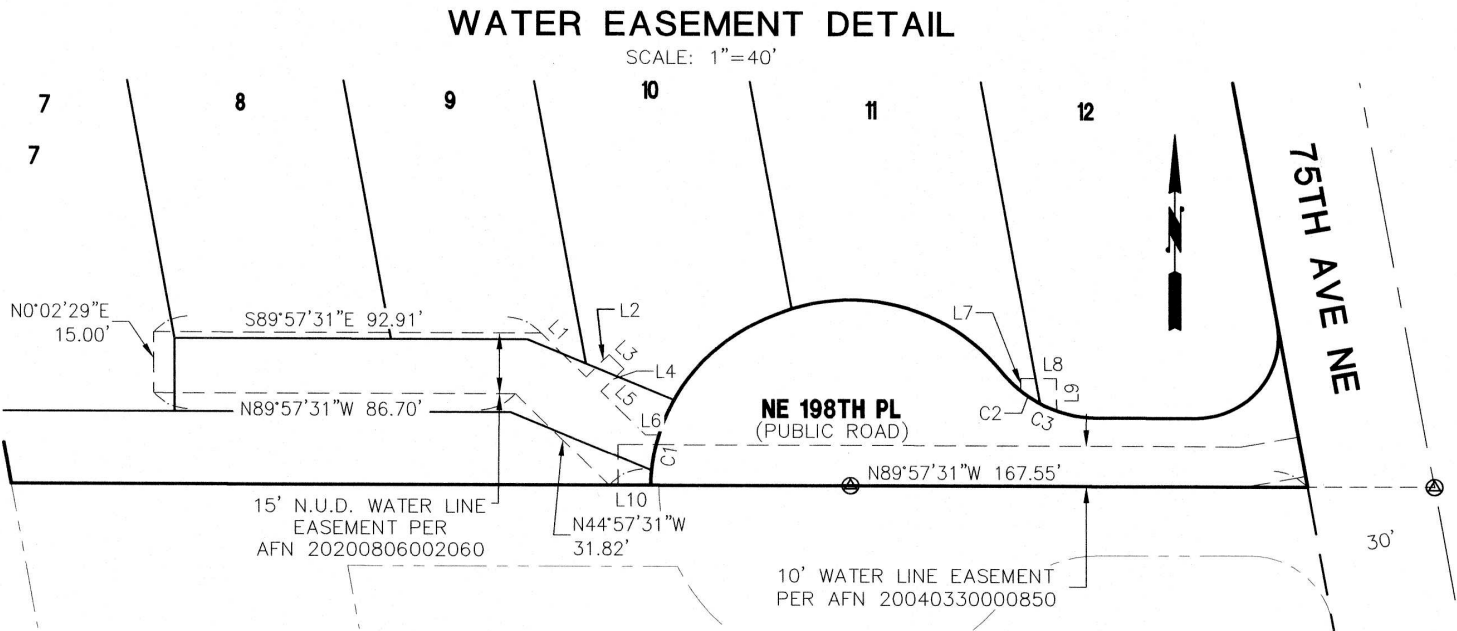
TRACT "D" IS A PRIVATE ACCESS AND UTILITIES TRACT FOR THE BENEFIT OF LOTS 7-9, AND IS CONVEYED TO THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT EXCEPT STORMWATER FACILITIES WITHIN THE TRACT. THE CITY OF KENMORE IS RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF THE STORMWATER FACILITIES, INCLUDING VAULTS, PIPES, AND UPSTREAM CATCH BASINS. THE CITY OF KENMORE IS HEREBY GRANTED THE RIGHT TO ENTER ONTO TRACTS D FOR NECESSARY PURPOSES AND INSPECTION. THE RIGHT OF ENTRY, HOWEVER, SHALL NOT BE DEEMED A GRANT TO THE PUBLIC FOR ACCESS OR ANY OTHER PURPOSE.



Line Table		
Line #	Length	Direction
L1	15.24'	S44°57'31"E
L2	7.83'	N45°02'29"E
L3	5.00'	S44°57'31"E
L4	7.83'	N45°02'29"E
L5	15.11'	S44°57'31"E

Line Table		
Line #	Length	Direction
L6	3.19'	S89°57'28"E
L7	3.03'	S0°19'18"E
L8	8.60'	N89°40'42"E
L9	8.00'	S0°19'18"E
L10	9.91'	S89°57'31"E

Curve Table			
Curve #	Length	Radius	Delta
C1	12.70	46.00	15°49'04"
C2	5.65	29.00	11°09'53"
C3	4.33	29.00	8°33'29"



STORM DRAINAGE FACILITIES

OWNERS AND ALL PERSONS HAVING ANY PRESENT OR SUBSEQUENT INTEREST IN THESE LANDS, AND THE SUCCESSORS AND ASSIONS OF OWNERS OR OTHER PARTIES HAVING ANY SAID INTEREST, HEREBY AGREE THAT THE CITY OF KENMORE SHALL BE DEFENDED AND HELD HARMLESS IN ALL RESPECTS FROM ANY AND ALL CLAIMS FOR DAMAGES WHICH MAY BE OCCASIONED NOW OR IN THE FUTURE TO ADJACENT LAND BY REASON OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC ROADWAYS, INCLUDING THE DRAINAGE OF SUCH ROADWAYS, AND HEREBY WAIVE AND RELEASE THE CITY OF KENMORE FROM ANY AND ALL SUCH CLAIMS FOR DAMAGES TO ADJACENT LAND, EXCLUDING DAMAGE CAUSED SOLELY BY AN ACT OR OMISSION OF SAID CITY WHICH THE OWNERS, OR THEIR SUCCESSORS OR ASSIGNS MAY THEMSELVES HAVE NOW OR IN THE FUTURE BY REASON OF CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID PUBLIC ROADWAYS AND DRAINAGE SYSTEM FOR SUCH ROADWAYS.

THE CITY OF KENMORE IS A THIRD PARTY BENEFICIARY OF THE MAINTENANCE OF THE STORM DRAINAGE DETENTION FACILITIES AND ALL STORM DRAINAGE PIPES AND STRUCTURES NOT ON PUBLIC RIGHT OF WAY, WITH THE RIGHT, BUT NOT THE OBLIGATION, TO CAUSE ENFORCEMENT. THIS COVENANT CANNOT BE AMENDED OR REPEALED WITHOUT WRITTEN CONSENT BY THE CITY OF KENMORE.

A DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE CITY OF KENMORE OR ITS SUCCESSORS OR ASSIGNS, OVER, UNDER AND ACROSS TRACTS B, C, D AND E, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING, AND FACILITATING STORM AND SURFACE WATER. THE CITY OF KENMORE OR ITS SUCCESSORS OR ASSIGNS ARE HEREBY GRANTED THE RIGHT TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING, AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. ONLY THE FLOW CONTROL AND WATER QUALITY FACILITIES CONTAINED WITHIN SAID TRACTS WILL BE CONSIDERED FOR FORMAL ACCEPTANCE AND MAINTENANCE BY THE CITY OF KENMORE. MAINTENANCE OF ALL OTHER IMPROVEMENTS IN SAID TRACTS B, C, D AND E SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. PRIOR TO FILLING, PIPING, CUTTING, OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT, THE OWNERS OF SAID TRACTS B, C, D AND E ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF KENMORE BY OBTAINING A SPECIAL USE PERMIT CONSENTING TO THE WORK. THE PROPERTY OWNER WILL BE RESPONSIBLE FOR ANY NON-DRAINAGE IMPROVEMENTS REMOVED OR ALTERED AS THE RESULT OF THE MAINTENANCE, REPAIR AND RECONSTRUCTION OF THE DRAINAGE IMPROVEMENTS.

PAGE 2 OF 4



NORTHSHORE MEADOWS

19913 75TH AVENUE NE

KENMORE, WA

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

429 - 29TH ST. NE, SUITE D BUS: (253) 848-4282
PUYALLUP, WA 98372 ceservices@cesnwin.com

JOB 17104



PLAT NO. FLP20-0015 (PRJ17-0081)
CITY OF KENMORE
KING COUNTY, WASHINGTON

NORTHSHORE MEADOWS

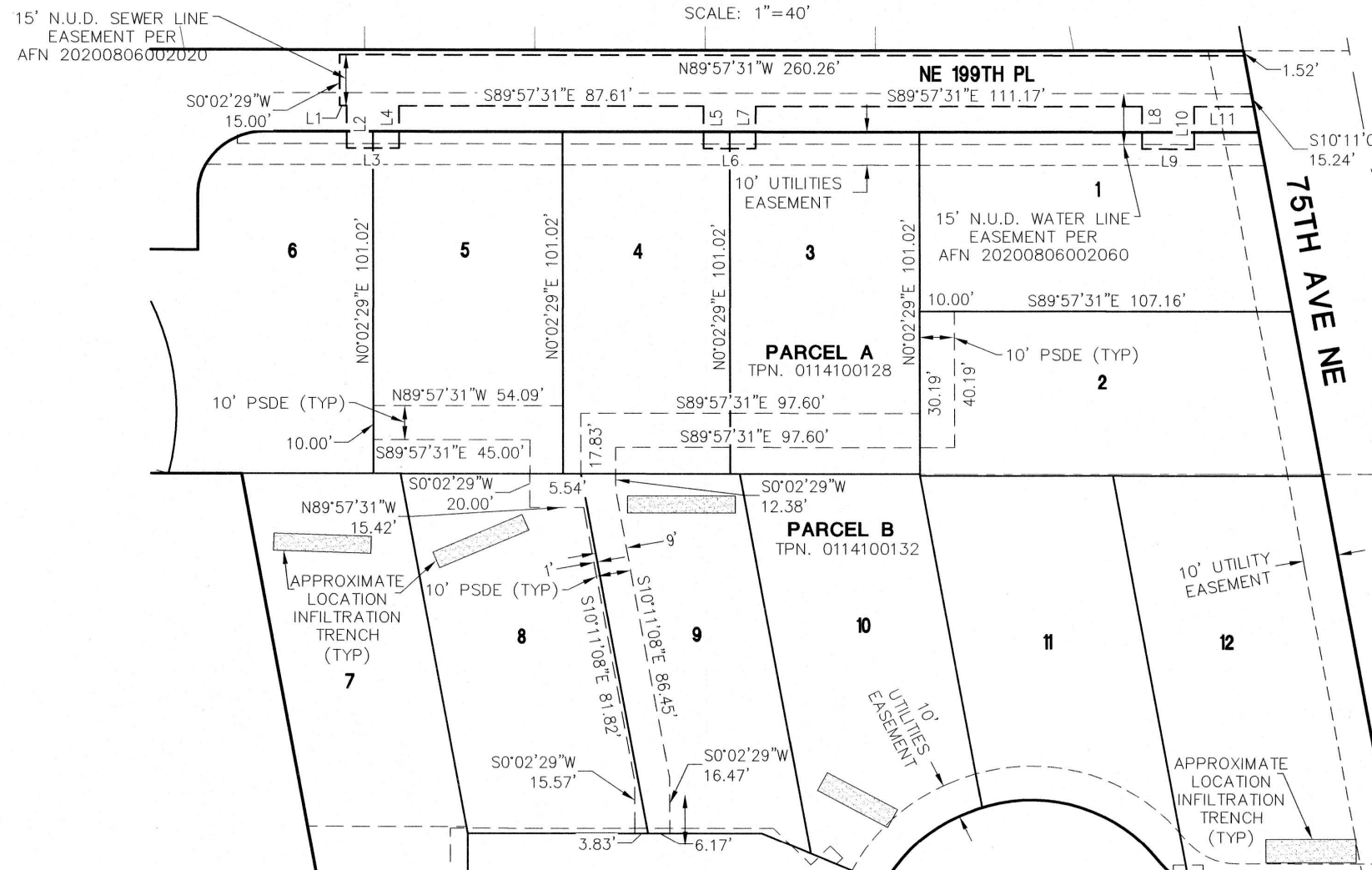
A PORTION OF THE SE 1/4 OF THE NW 1/4, SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M.,
CITY OF KENMORE, KING COUNTY, WASHINGTON

VOLUME PAGE

GENERAL NOTES

- NEW STRUCTURES WITHIN THE PLAT ARE SUBJECT TO THE APPLICABLE DEVELOPMENT STANDARDS FOR THE ZONE IN WHICH THE SITE IS LOCATED, INCLUDING, BUT NOT LIMITED TO, BUILDING SETBACKS, HEIGHT, AND IMPERVIOUS SURFACE LIMITATIONS. THESE REQUIREMENTS WILL BE VERIFIED AT THE TIME OF BUILDING PERMIT REVIEW.
- THE LOTS WITHIN THIS PLAT ARE SUBJECT TO AN APPROVED TREE PROTECTION PLAN ON FILE WITH THE CITY OF KENMORE UNDER PERMIT # ENG19-0090. ANY DEVIATION FROM THIS PLAN SHALL BE APPROVED BY THE CITY OF KENMORE. LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TREES LOCATED ON THEIR RESPECTIVE LOTS.
- THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) PER RECORDING NUMBER _____
- THIS ARTICLES OF INCORPORATION FOR THE NORTHSHORE MEADOWS HOMEOWNER'S ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA.
- THE PROJECT IS SUBJECT TO SCHOOL, TRAFFIC, PARKS IMPACT FEES, PER KMC 20.47. THE PROPOSED 11 NET NEW SINGLE-FAMILY RESIDENCES (12 PROPOSED - 1 EXISTING = 11 NET) ARE SUBJECT TO SCHOOL, TRAFFIC AND PARK IMPACT FEES, BASED UPON THE IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION. BECAUSE THERE WAS ONE (1) EXISTING OCCUPIED SINGLE-FAMILY RESIDENCE ON THE PROPERTY, FUTURE LOT 1 IS NOT SUBJECT TO THE SCHOOL, TRAFFIC, AND PARKS IMPACT FEES, PER KMC 20.47.040.A.4. THE REMAINING 11 LOTS (LOTS 2-12) ARE SUBJECT TO IMPACT FEES. EXCEPT AS PROVIDED IN KMC 20.47.030.F, IMPACT FEES SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE.
- SINGLE FAMILY RESIDENCES AND OTHER IMPROVEMENTS CONSTRUCTED ON THE LOTS CREATED BY THIS SUBDIVISION MUST IMPLEMENT THE FLOW CONTROL BEST MANAGEMENT PRACTICES (BMPs) STIPULATED IN THE DRAINAGE PLAN DECLARATION OF COVENANT AND GRANT OF EASEMENT RECORDED FOR EACH LOT. COMPLIANCE WITH THIS STIPULATION MUST BE ADDRESSED IN THE SMALL PROJECT DRAINAGE PLAN SUBMITTED FOR DRAINAGE REVIEW WHEN APPLICATION IS MADE FOR A SINGLE FAMILY RESIDENTIAL BUILDING PERMIT FOR THE LOT.
- THIS PLAT IS SUBJECT TO AND SHALL COMPLY WITH THE PARKING REQUIREMENTS PURSUANT TO KMC 18.40.
- ANY BUILDING AND OR OTHER STRUCTURES SHALL BE SETBACK A DISTANCE OF 15 FEET FROM THE EDGES OF ALL CRITICAL AREA BUFFERS (TRACT A). PROJECTIONS AND/OR STRUCTURES PROPOSED WITHIN THE BUILDING SETBACKS SHALL COMPLY WITH KMC 18.30.230 AND SHALL BE IDENTIFIED ON THE SITE PLAN FOR EACH BUILDING PERMIT AS APPLICABLE.
- THE LOT OWNERS WITHIN THIS PLAT SHALL COMPLY WITH THE LIGHT AND GLARE REQUIREMENTS PURSUANT TO KMC 18.30.070
- IT IS UNLAWFUL FOR ANY LOT OWNER WITHIN THIS PLAT TO KEEP, MAINTAIN OR DEPOSIT ON ANY PROPERTY IN THE CITY A PUBLIC NUISANCE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
OPEN STORAGE OF RUBBISH OR JUNK, COMBUSTIBLE MATERIALS, ABANDONED OR WRECKED VEHICLES OR THE REMNANT PARTS THEREOF, PURSUANT TO KMC 18.30.115.
- THE LOT OWNERS OF THIS PLAT ARE SUBJECT TO KMC 6.05 AND KMC 18.70 IN REGARDS TO THE RAISING, KEEPING, BREEDING OR BOARDING OF SMALL ANIMALS AND HOUSEHOLD PETS.
- NEW DRIVEWAYS WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH KMC 12.50 AND COKRS.
- ALL NEW SINGLE FAMILY RESIDENCES CONSTRUCTED WITHIN THIS PLAT SHALL HAVE AN APPROVED FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH KMC 15.20 AND NORTHSHORE FIRE DEPARTMENT STANDARDS. FIRE PROTECTION PERMITS SHALL BE COORDINATED WITH THE NORTHSHORE FIRE DEPARTMENT.
- A HOUSE NUMBER SHALL BE PLACED ON EACH NEW HOME, IN ADDITION THE HOUSE ADDRESSES FOR LOTS 7, 8 AND 9 SHALL BE POSTED ON PERMANENT SIGNS INSTALLED AT THE CONNECTION OF THE ACCESS DRIVEWAYS AND THE NE 198TH PLACE CUL-DE-SAC. THE ADDRESS NUMBERS SHALL BE AT LEAST FOUR-INCHES HIGH AND SHALL BE EITHER LIGHTED OR REFLECTIVE. AN INSPECTION IS REQUIRED PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR LOTS 7, 8 AND 9.
- DRAINAGE REVIEW FOR INDIVIDUAL RESIDENCES WITHIN THIS PLAT SHALL GENERALLY COMPLY WITH THE ENGINEERING PERMIT AND PLANS ON FILE WITH THE CITY (ONCE APPROVED) AND WILL BE REQUIRED TO BE REVIEWED FOR COMPLIANCE AT THE TIME OF BUILDING PERMIT APPLICATION REVIEW.
- LANDSCAPING ADJACENT TO INDIVIDUAL LOTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED LANDSCAPING PLAN AND SHALL COMPLY WITH THE LANDSCAPING REQUIREMENTS DESCRIBED IN KMC 18.35. COMPLIANCE WILL BE VERIFIED AT THE TIME OF BUILDING PERMIT REVIEW.
- THE NORTH HALF OF NE 198TH STREET IS A PUBLIC ROAD, AS IDENTIFIED ON THE SUBJECT PLAT MAP. AS PART OF A PREVIOUS AND SEPARATE DEVELOPMENT, THE SOUTHERN HALF OF NE 198TH STREET WAS RECORDED AS A PRIVATE ROAD. AS SUCH, THE SOUTHERN HALF WILL REMAIN PRIVATE, UNLESS OTHERWISE PETITIONED BY THE OWNER(S) OF RECORD.
- THIS PROJECT IS SUBJECT TO THE CITY OF KENMORE STORMWATER CAPITAL FACILITIES CHARGE TO BE ASSESSED AT THE TIME OF BUILDING PERMIT ISSUANCE, USING THE IMPACT FEE SCHEDULES IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION.
- THE ROAD AND STORM DRAINAGE SYSTEM SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO. ENG 19-0090 ON FILE WITH THE CITY OF KENMORE. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE CITY OF KENMORE.
- STRUCTURES, FILL, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN DRAINAGE EASEMENTS. ADDITIONALLY, GRADING AND CONSTRUCTION OF FENCING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT MAP UNLESS OTHERWISE APPROVED BY CITY IF KENMORE OR ITS SUCCESSOR AGENCY.

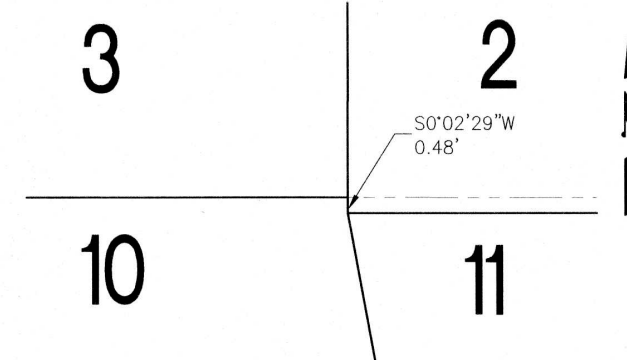
SEWER, WATER, AND PRIVATE STORM DRAINAGE EASEMENT DETAIL



Line Table		
Line #	Length	Direction
L1	2.02'	S89°57'31"E
L2	12.50'	S0°02'29"W
L3	15.00'	S89°57'31"E
L4	12.50'	N0°02'29"E
L5	12.50'	S0°02'29"W
L6	15.00'	S89°57'31"E
L7	12.50'	N0°02'29"E
L8	12.50'	S0°02'29"W
L9	15.00'	S89°57'31"E
L10	12.50'	N0°02'29"E
L11	17.16'	S89°57'31"E

LOT LINE DETAIL

SCALE: 1"=10'



LOT ADDRESSES

LOT #	ADDRESS
1	19831 75TH AVE NE
2	19821 75TH AVE NE
3	7419 NE 199TH PL
4	7415 NE 199TH PL
5	7411 NE 199TH PL
6	7407 NE 199TH PL
7	7408 NE 198TH PL
8	7412 NE 198TH PL
9	7416 NE 198TH PL
10	7420 NE 198TH PL
11	7424 NE 198TH PL
12	7428 NE 198TH PL

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NORTHSHORE MEADOWS

19913 75TH AVENUE NE

KENMORE, WA

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

429 - 29TH ST. NE, SUITE D BUS: (253) 848-4282
PUYALLUP, WA 98372 ceservices@cesnwine.com

JOB 17104



NORTHSHORE MEADOWS

429 - 29TH ST. NE, SUITE D
PUYALLUP, WA 98372

JOB 17104

19913 75TH AVENUE NE

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SURVEYOR'S NOTES

- EAST 1/4 CORNER
SECTION 1
6" BRASS DISC WITH
PUNCH DOWN 1.0'
VISITED 7/31/2017

(R1) KING COUNTY SHORT PLAT NO. 775047 PER AFN 7510010643.

(R2) KING COUNTY SHORT PLAT NO. 780091 PER AFN'S 8012160798,
8301250792, AND 8303240547.

(R3) CITY OF KENMORE SHORT PLAT NO. FSP2004-148 PER AFN
20050518900005.

(R4) KING COUNTY SHORT PLAT NO. S91S0156 PER AFN 9610149003.

(R5) RECORD OF SURVEY PER AFN 20020520900002.

(R6) CITY OF KENMORE SHORT PLAT NO. FSP2004-008 PER AFN
20050318900002.

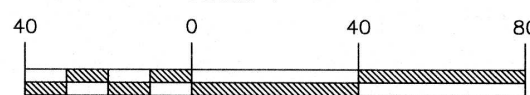
(R7) PLAT OF MCKENZIE PLACE PER AFN 20081028000914.

(R8) PLAT OF ALDERWOOD MANOR NO. 14, VOL. 26 OF PLATS, PAGE 4

1/4 CORNER
N 1
PASS DISC WITH
DOWN 1.0'
0 7/31/2017

FOUND MONUMENT AS NOTED
 SET KING COUNTY STANDARD MONUMENT
 SET 1/2" REBAR & CAP LS 38985
 PRIVATE STORM EASEMENT CONVEYED
 TO NORTSHORE MEADOWS HOMEOWNERS
 ASSOCIATION UPON RECORDING OF THIS PLAT.
 TITLE EXCEPTION
 CALCULATED DIMENSION
 MEASURED DIMENSION
 RECORD DIMENSION
 LOT ADDRESS
 CENTER LINE
 RIGHT OF WAY
 SECTION LINE

SCALE: 1"= 40'



Curve Table			
Curve #	Length	Radius	Delta
C1	45.38	75.00	34°39'59"
C2	29.85	19.00	90°00'00"
C3	29.85	19.00	90°00'00"
C4	3.73	46.00	4°38'59"
C5	18.37	46.00	22°52'50"
C6	29.99	46.00	37°21'34"
C7	4.86	46.00	4°52'26"
C8	56.29	46.00	71°17'19"
C9	12.07	29.00	22°34'09"
C10	14.34	29.00	29°35'59"
C11	34.99	20.00	100°13'37"

Line Table		
Line #	Length	Direction
L1	10.89'	N55°49'22"
L2	1.29'	S89°57'31"
L3	1.00'	N89°57'31"
L4	16.00'	S0'02°29"
L5	22.00'	S89°57'31"
L6	16.00'	S0'02°29"
L7	13.88'	N42°24'06"
L8	18.00'	S0'02°29"
L9	51.86'	S89°57'31"
L10	32.74'	S89°57'31"
L11	15.26'	S67°03'15"
L12	22.88'	S67°03'15"
L13	2.21'	S66°02'54"
L14	0.48'	S0'02°29"

CALCULATED CENTER
OF SECTION 1
NOT VISITED THIS
SURVEY

NW CORNER
SECTION 1
BRASS TACK IN CONCRETE
IN CASE DOWN 1.0'
VISITED 7/31/2017

1-3/4" IRON PIPE W/
BRASS TACK DOWN
1.15' IN CASE
VISITED 7/31/2017

NORTH QUARTER CORNER
SECTION 1
TACK IN LEAD DOWN
0.95' IN CASE
VISITED 7/31/2017

NE 200TH ST

75TH AVE NE

S87°56'36"E 2659.92'(C)

Subject/Topic: Resolution 20-353 declaring a public purpose and authorizing city grant funding to Hopelink for Covid-19 relief	For Council Meeting Agenda of September 21, 2020 Department: Community Development and Finance and Administration Prepared by: Debbie Bent, Community Development Director and Joanne Gregory, Finance Director <u>Initial & Date</u> Approved by Department Head: <u>9/10/20 DB</u> Approved by City Attorney: <u>9/10/20 e-mail</u> Approved by Finance Director: _____ Approved by City Manager: _____ Exhibits/Attachments: 1. Resolution 20-353
<u>INFORMATION/BACKGROUND:</u> Resolution 20-353 (Attachment #1) implements Council direction 6/22/20 to provide Coronavirus Relief Funds (CRF) under the Coronavirus Aid Relief and Economic Security (CARES) Act to human service agencies who provide rental assistance for housing for Kenmore residents. The resolution gives the City Manager the authority to enter a contract with Hopelink in an amount up to \$300,000 for rental assistance for Kenmore residents. At the 6/22/20 Council meeting, Council gave direction related to the use of the \$699,600 of Coronavirus Relief Funds (CRF) under the Coronavirus Aid Relief and Economic Security (CARES) Act. The City can receive reimbursement of eligible costs related to the Covid-19 health emergency for the period between 3/1/20 and 11/30/20. In June, the City estimated \$595,719 of eligible City costs between 3/1/20 and 10/31/20 (the original ending date was subsequently changed to 11/30/20). Of the remaining estimated \$103,881 of available CRF funds Council direction was that two-thirds (\$69,354) would be for human service agencies who provide rental housing assistance for Kenmore residents and on-third for business assistance (\$34,627). In addition, Council direction was that \$20,000 identified for a community survey should also be allocated for business assistance giving a total of \$54,627. The City is also eligible to receive an additional \$349,800 of CRF funds, recently announced by the Governor. The contract with the Department of Commerce will be amended to reflect a new total contract amount of \$1,049,400. On 9/28/20 staff will be presenting a status report to Council on the use of CRF funds for eligible reimbursement costs and a recommendation on how the \$1,049,400 funds can be used. Staff are currently contacting human service agencies, businesses, and community agencies to determine options for eligible reimbursement costs. Staff are also updating the estimate of City eligible expenses which are anticipated to be lower than the \$595,719 presented to Council 6/26/20.	

FISCAL CONSIDERATION: The City is eligible to receive \$699,600 Coronavirus Relief Funds (CRF) under the Coronavirus Aid Relief and Economic Security (CARES) Act for reimbursement of eligible expenses related to the Covid-19 health emergency for the period between March 1, 2020 and November 30, 2020. The City entered a contract with the State Department of Commerce (Contract 20-6541C-209) who are administering eligible reimbursement requests.

The City is also eligible to receive an additional \$349,800 of CRF funds, recently announced by the Governor. The contract with the Department of Commerce will be amended to reflect a new total contract amount of \$1,049,400.

Section 1 of the resolution authorizes expenditures of up to \$300,000 from the general fund as grants to Hopelink and further authorizes the City Manager to seek reimbursement of this amount from the CARES Act funding allocated to the City. The \$300,000 is considered to be a “not to exceed” amount due to uncertainty at this time as to what amount of funds are needed for rental assistance and are available after designating funds for other purposes. The initial distribution would be at least the \$69,354 previously authorized by the City Council but if more is needed and available, this “not to exceed” amount would provide authorization to make additional disbursements.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council direction 6/22/20 to provide Coronavirus Relief Funds (CRF) under the Coronavirus Aid Relief and Economic Security (CARES) Act to human service agencies who provide rental assistance for housing for Kenmore residents.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 20-353**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING CITY GRANT FUNDING TO HOPELINK FOR
COVID-19 RELIEF**

WHEREAS on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund into which Congress appropriated \$150 billion to make payments for specified uses to States and certain local governments; and

WHEREAS, the Coronavirus Relief Fund is available to reimburse government recipients for necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the government recipient’s most-recently appropriated budget and that were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, guidance issued by the U.S. Treasury Department and Washington State Department of Commerce indicates that necessary expenditures incurred due to the COVID-19 public health emergency include using the funds to provide various resources to support individuals and households that have been impacted by COVID-19, including shelter assistance, food assistance, and utilities assistance; and

WHEREAS, on June 22, 2020, the City Council expressed a desires to provide grant funding to non-profit organizations which the City Council determines bring a significant value to the residents of Kenmore in response to the COVID-19 pandemic by providing rental assistance, thereby serving a valid municipal purpose; and

WHEREAS, the City has been allocated funding from the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), and that funding may be used for this type of grant relief to provide relief to Kenmore’s residents from the public health, safety and economic crises resulting from the COVID-19 pandemic; and

WHEREAS, the City Council desires to partner with Hopelink, an established non-profit agency providing public health services to residents of Kenmore, to disseminate the funding to those individuals and households that have been negatively impacted by COVID-19; and

WHEREAS, the City Council finds that funding this organization serves the valid municipal purpose of promoting the health, safety and welfare of the City’s residents who are struggling due to the COVID-19 pandemic and the economic impact thereof;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE,
WASHINGTON, DOES RESOLVE**

Section 1. The City Council finds that Hopelink is a qualified organization equipped to provide public health services, specifically housing assistance, in response to the COVID-19 pandemic and related economic crisis. The City Council authorizes the expenditure of up to \$300,000 from the general fund as a grant to Hopelink, provided Hopelink performs the services to serve the valid municipal purposes described herein. The City Council directs the City Manager to seek reimbursement of this amount from the CARES Act funding allocated to the City.

Section 2. The City Manager is authorized to execute an agreement with Hopelink for the services described herein, in a form acceptable to the City Attorney.

Section 3. This Resolution shall take effect and be in full force immediately upon its passage.

Section 4. The City Clerk is authorized to make necessary corrections to this Resolution, including but not limited to correction of clerical errors.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THIS 21st DAY OF SEPTEMBER, 2020.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Joanne Gregory, Finance Director
& Acting City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Financial Sustainability Plan Consulting Services Move to: Increase Management Partners contract amount to up to \$70,900.	For Council Meeting Agenda of: September 21, 2020 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>RGK</u> Attachment: City Council Budget Retreat Summary
<u>INFORMATION/BACKGROUND</u> Management Partners is a consulting firm that has played a key role throughout the financial sustainability plan process. The firm's original contract of \$62,900 included conducting and reporting on an independent financial analysis of the City's six-year financial forecast and working with staff and the task force to conduct further analysis and comparisons with other cities to generate and present potential strategies for the development of a financial sustainability plan. Management Partners more than fulfilled this obligation. However, more assistance is needed from Management Partners, including adjustments to the analysis/methodology as requested by the City Council at the September 10 budget retreat. Management Partners is also needed to further assist the city manager and finance director to run further scenarios and modeling to generate a final plan for City Council approval in October. Up to 40 additional hours of Management Partners' time may be needed to complete this work at \$200 per hour, bringing the total contract amount to a not-to-exceed amount of \$70,900. Sufficient budget funds in the General Fund are available for this this increase.	

City of Kenmore, Washington Proclamation

2020 National Recovery Month

WHEREAS, behavioral health is an essential part of one's overall health and wellness; and

WHEREAS, prevention of mental and substance use disorders works, treatment is effective, and recovery is possible; and

WHEREAS, recovery is a process and that people recover in our local area and around the nation; and

WHEREAS, preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, an estimated 400,000 people in King County are affected by these conditions; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, we recognize four dimensions of recovery from mental health and substance use disorders: health, home, purpose, and community; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), King County, and **Washington State, City of Kenmore, County of King** invite all residents of **Kenmore, Washington** to participate in *National Recovery Month* September, 2020; and

NOW, THEREFORE, I [Name and Title of Your Elected Official], by virtue of the authority vested in me by the laws of [City, State, or Locality], do hereby proclaim the month of September 2020 as

NATIONAL RECOVERY MONTH

IN WITNESS WHEREOF, signed this 28th of September, 2020.

Signed:

Attested:

David Baker, Mayor

Anastasia Worhal



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

Subject/Topic: Removal of a restrictive covenant from 1.5 acres at Squire's Landing Park by the Washington State Recreation and Conservation Office (RCO) to complete the Land Conversion process in accordance with RCW 35A.21.410.

For Council Meeting Agenda of September 21, 2020

Department: Community Development

Prepared by Maureen Colaizzi, Park Project Manager

Initial & Date

Approved by Department Head: DB 9/4/20

Approved by City Attorney: _____

Approved by Finance Director: _____

Approved by City Manager: *PKK*

Proposed Council Action/Motion: Motion in support of the Washington State Recreation and Conservation Office (RCO)'s action to remove the restrictive covenant from the 1.5 Acres at Squire's Landing Park

Exhibits/Attachments:

- A. Partial Release of Deeds of Right, 1.5 Acres of Parcels 0195, 0200, 0205 (Pending Recording)
- B. Aerial Conversion Area and Replacement Property
- C. Replacement Property Deed of Right
- D. RCO 91-234A (COK Contract 18-C1889)

INFORMATION/BACKGROUND:

A public hearing is scheduled for the September 21st Council meeting to receive public comment on the removal of a restrictive covenant from 1.5 acres of Squires Landing Park. Following conclusion of the public hearing, staff recommends that Council approve a motion supporting RCO's action (Attachment A) that will remove the restrictive covenant from the 1.5 Acre Conversion Area on parcels 0195, 0200, 0205 at Squire's Landing Park to complete the land conversion process associated with P-31 Squire's Landing Land Park Acquisition park capital improvement project.

Approximately 19 acres of the 40+-acre Squire's Landing Park was acquired by King County in 1991 (prior to City incorporation) with state RCO grant funding. A condition of the RCO grant award was placing a restrictive covenant on the property deeds that the land be retained for wildlife habitat and passive recreation.

The City's Waterfront & Natural Open Space Access Project at Squires Landing Park (Walkways & Waterways) will improve public access to the Sammamish River. 1.5 acres of the total 7.25-acre project includes the proposed plaza, walkway, restroom and parking lot. For RCO to allow "conversion" (development) of this 1.5-acre area and remove the restrictive covenant, purchase of equivalent replacement land for wildlife habitat and passive recreation was required. As a condition of the Walkways & Waterways project, land acquisition was needed to satisfy this requirement.

The City purchased 4.8 acres of replacement land within the Swamp Creek watershed basin to meet the conversion process requirement. The 1.5-acre conversion area property's appraised value was \$685,000 and the

4.8-acre replacement land was appraised at \$901,300. Council authorized the purchase and sale agreements (PSA) for the required replacement property on November 26, 2018 and May 20, 2019. In addition, RCO required the City to complete a scientific wildlife habitat assessment of the conversion area property and replacement property to ensure they were equivalent in habitat value. Public comment was received in April-May 2019 prior to RCO approving the City's land conversion request in June 2019 subject to meeting conversion requirements. The property acquisitions were completed in January 2020.

Attachment B shows the location of the 1.5-acre conversion area at Squire's Landing Park and the location of replacement land in the Swamp Creek watershed basin. A Deed of Right (Attachment C) provided to RCO from the City places a restrictive covenant on the city-owned 4.8-acre replacement property located at 7637 NE 192nd Street that ensures the land will be retained for wildlife habitat and passive recreation.

The Partial Release of Deeds of Right (Attachment A) that removes the restrictive covenant from the 1.5-acre conversion area is in the process of being recorded. Once recorded, the final step in the land conversion process is a scope change/conversion approval amendment to the original grant agreement, RCO 91-234A (Attachment D).

FISCAL CONSIDERATION: P-31 Squire's Landing Park Land Acquisition: This project will fund property acquisition and related costs to complete the RCO land conversion requirements at Squires Landing Park. The amended Park Capital Improvement Program (CIP) was approved 9/9/19 (Ordinance 19-0497). The total project budget allocates \$1,250,000 (\$850k King County Conservation Futures Trust CFT Funding, \$400k Swamp Creek Basin Funds). The project costs through 2020 are estimated to be approximately \$1,100,000. The remaining approximately \$150,000 will be included in a future CIP budget (2021-2022) to prepare the replacement property with minimal improvements, to be available to the public for passive recreation. The total project cost is estimated to be within the current CIP budget. However, the final total project cost will be determined once CFT reimbursement is completed.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: City Council Goal #4 Implement the Walkways and Waterways Projects. Priority Based Budget (PBB) results "enhances access to, and opportunities and activities to enjoy the City's waterfront region".

Attachment A: Partial Release of Deeds of Right, Pending Recording

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917

1111 Washington St. S.E.
Olympia, WA 98501



STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

(360) 902-3000
TTY: (360) 902-1996
Fax: (360) 902-3026

E-mail: Info@rco.wa.gov
Web site: www.rco.wa.gov

July 16, 2020

Maureen Colaizzi
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028

Re: Partial Releases of Deeds of Right – King, Bosley, and King/Griswold Properties
Squire's Landing Park Conversion
RCO #91-234A

Dear Ms. Colaizzi,

Enclosed are the signed and notarized partial releases of the Deeds of Right for the conversion area at Squire's Landing Park.

Please record the documents with the county auditor's office. The county auditor will send the original recorded documents to RCO for our files. Once we receive the documents, RCO will send you a copy of each for your records.

As noted in previous communications, the final step in a conversion approval process is a scope change/conversion approval amendment to the Project Agreement. The amendment will be prepared after RCO receives the original recorded partial releases of the deeds of right.

If you have any questions, please let me know. I can be reached at (360) 867-8508 or myra.barker@rco.wa.gov.

Sincerely,

Myra Barker

Myra Barker
Compliance Specialist

Enclosure

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Myra Barker

PARTIAL RELEASE OF DEED OF RIGHT

King Property

Grantor(s): STATE OF WASHINGTON, acting by and through the Recreation and Conservation Funding Board and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (formerly known as the Interagency Committee for Outdoor Recreation), including any successor agencies

Grantee(s): City of Kenmore

Abbreviated
Legal

Description: Ptn Lot 12 Block 3 Lakewood Villa Tracts (More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 4164100195

Reference Numbers of Documents Assigned or Released: 9302040629



THE STATE OF WASHINGTON ("Grantor"), for and in consideration of mutual covenants and promises set forth herein, hereby conveys to the City of Kenmore ("Grantee") the following Partial Release of Deed of Right:

WHEREAS, by instrument [Deed of Right to Use Land for Public Recreation Purposes or Conservation or Salmon Recovery Purposes] dated February 2, 1993 and recorded on February 4, 1993, Auditor's File No. 9302040629 (the "Deed of Right"), Grantee committed the lands described in the Deed of Right (the "Property") to conservation land forever, pursuant to the provisions of the Project Agreement entered into between Grantee and Grantor through the Recreation and Conservation Office entitled Squires Landing Park, Project Number 91-234 and executed by Grantee on December 31, 1991 and Grantor on October 21, 1991 (the "Agreement");

WHEREAS, Grantee desires to remove or "convert" the use of a portion of the Property, as described herein, from the covenants and restrictions set forth in the Deed of Right;

WHEREAS, Grantee has substituted other conservation land which is of at least equal fair market value and of nearly as reasonably equivalent usefulness and location;

WHEREAS, Grantor, through the Washington State Recreation and Conservation Office has approved the removal/conversion of the below-described portion of the Property from the covenants and restrictions set forth in the Deed of Right, as set forth herein; and

THEREFORE:

The Washington State Recreation and Conservation Office, for and on behalf of Grantor, does hereby relinquish all rights, title and interest in and to the following described lands (the "Converted Property"), and forever releases the Converted Property from the restrictions and covenants contained in the Deed of Right.

The Converted Property is described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated by this reference. The Deed of Right is hereby released and terminated as to the Converted Property and only remains in full force and effect as to the remainder of the Property, as described in the Deed of Right as may be amended.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW



Dated this 21ST day of July, 2020.

By: 

Scott T. Robinson

Deputy Director, Washington State Recreation and Conservation Office

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson,
Deputy Director of the Washington State Recreation and Conservation Office, is the person who
appeared before me, and said person acknowledged that they signed this instrument, on oath
stated that they were authorized to execute the instrument and acknowledged it as the Deputy
Director of the Washington State Recreation and Conservation Office to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 21, 2020

Signed: 

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-21.

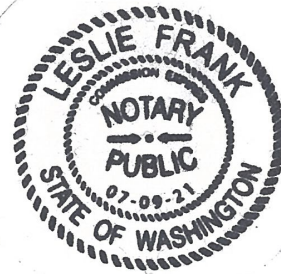


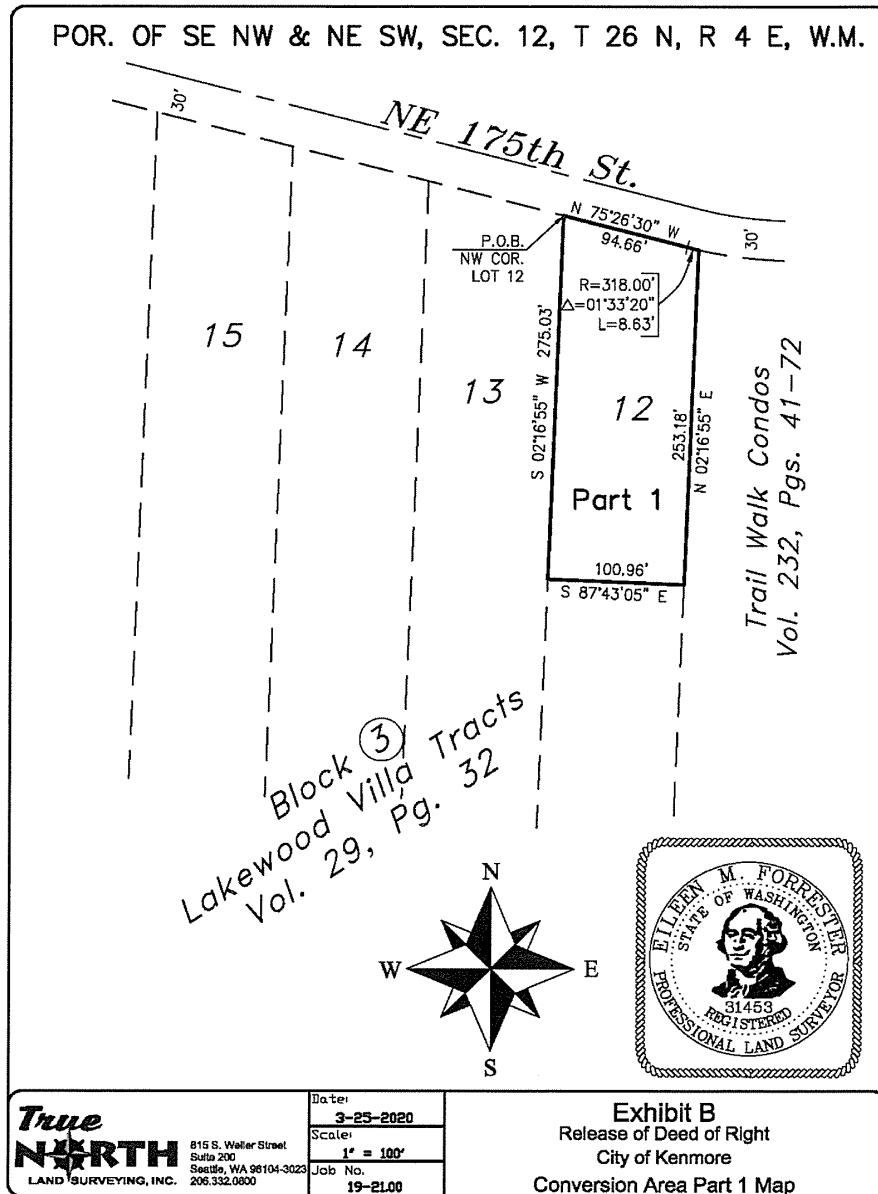
EXHIBIT A
Legal Description of the Converted Property

THAT PORTION OF LOT 12, BLOCK 3 OF LAKEWOOD VILLA TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12;
THENCE ALONG THE WESTERLY LINE OF SAID LOT, SOUTH $02^{\circ}16'55''$ WEST 275.03 FEET;
THENCE SOUTH $87^{\circ}43'05''$ EAST 100.96 FEET TO THE EASTERLY LINE OF SAID LOT;
THENCE ALONG SAID EASTERLY LINE, NORTH $02^{\circ}16'55''$ EAST 253.18 FEET TO THE NORTHERLY LINE OF SAID LOT 12 AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 318.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH $13^{\circ}00'10''$ EAST;
THENCE ALONG SAID NORTHERLY LINE AND CURVE WESTERLY 8.63 FEET THROUGH A CENTRAL ANGLE OF $1^{\circ}33'20''$;
THENCE TANGENT FROM SAID CURVE, CONTINUING ALONG SAID NORTHERLY LINE, NORTH $75^{\circ}26'30''$ WEST 94.66 FEET TO THE POINT OF BEGINNING.



EXHIBIT B
Depiction of the Converted Property



STR

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Myra Barker

PARTIAL RELEASE OF DEED OF RIGHT

Bosley and King/Griswold Properties

Grantor(s): STATE OF WASHINGTON, acting by and through the Recreation and Conservation Funding Board and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (formerly known as the Interagency Committee for Outdoor Recreation), including any successor agencies

Grantee(s): City of Kenmore

Abbreviated
Legal

Description: Ptn Lot 13, Lot 14 Lakewood Villa Tracts (More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 4164100200; 4164100205

Reference Numbers of Documents Assigned or Released: 9303301217



THE STATE OF WASHINGTON ("Grantor"), for and in consideration of mutual covenants and promises set forth herein, hereby conveys to the City of Kenmore ("Grantee") the following Partial Release of Deed of Right:

WHEREAS, by instrument [Deed of Right to Use Land for Public Recreation Purposes or Conservation or Salmon Recovery Purposes] dated December 31, 1992 and recorded on March 30, 1993, Auditor's File No. 9303301217 (the "Deed of Right"), Grantee committed the lands described in the Deed of Right (the "Property") to conservation land forever, pursuant to the provisions of the Project Agreement entered into between Grantee and Grantor through the Recreation and Conservation Office entitled Squires Landing Park, Project Number 91-234 and executed by Grantee on December 31, 1991 and Grantor on October 21, 1991 (the "Agreement");

WHEREAS, Grantee desires to remove or "convert" the use of a portion of the Property, as described herein, from the covenants and restrictions set forth in the Deed of Right;

WHEREAS, Grantee has substituted other conservation land which is of at least equal fair market value and of nearly as reasonably equivalent usefulness and location;

WHEREAS, Grantor, through the Washington State Recreation and Conservation Office has approved the removal/conversion of the below-described portion of the Property from the covenants and restrictions set forth in the Deed of Right, as set forth herein; and

THEREFORE:

The Washington State Recreation and Conservation Office, for and on behalf of Grantor, does hereby relinquish all rights, title and interest in and to the following described lands (the "Converted Property"), and forever releases the Converted Property from the restrictions and covenants contained in the Deed of Right.

The Converted Property is described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated by this reference. The Deed of Right is hereby released and terminated as to the Converted Property and only remains in full force and effect as to the remainder of the Property, as described in the Deed of Right as may be amended.

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Dated this 21st day of July, 2020.

By: Chit Rabi

Scott T. Robinson

Deputy Director, Washington State Recreation and Conservation Office

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson, Deputy Director of the Washington State Recreation and Conservation Office, is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Deputy Director of the Washington State Recreation and Conservation Office to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 21, 2020

Signed: Chris Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-21



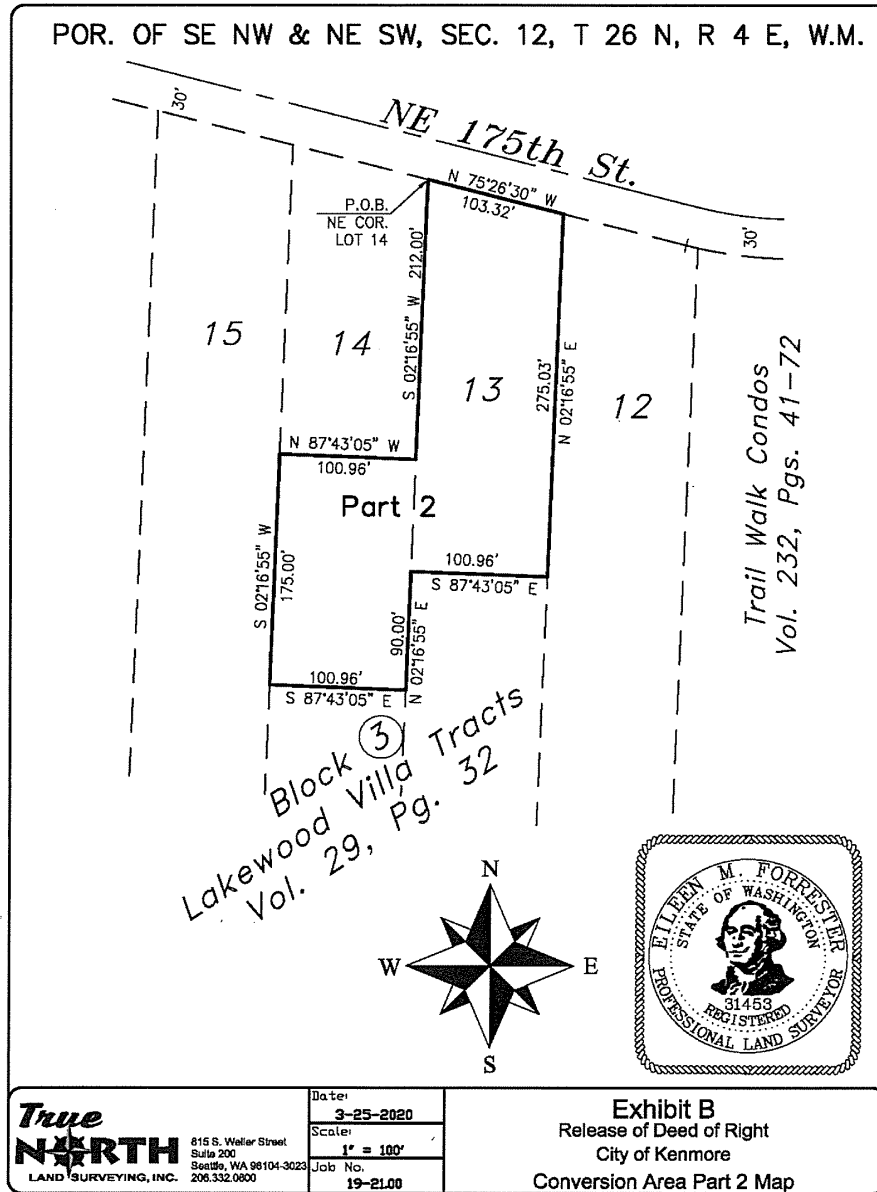
EXHIBIT A
Legal Description of the Converted Property

THOSE PORTIONS OF LOTS 13 AND 14, BLOCK 3 OF LAKEWOOD VILLA TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14;
THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 02°16'55" WEST 212.00 FEET;
THENCE NORTH 87°43'05" WEST 100.96 FEET TO THE WESTERLY LINE OF SAID LOT 14;
THENCE ALONG SAID WESTERLY LINE, SOUTH 02°16'55" WEST 175.00 FEET;
THENCE SOUTH 87° 43'05" EAST 100.96 FEET TO SAID EASTERLY LINE OF LOT 14;
THENCE ALONG SAID EASTERLY LINE, NORTH 02°16'55" EAST 90.00 FEET;
THENCE SOUTH 87°43'05" EAST 100.96 FEET TO THE EASTERLY LINE OF SAID LOT 13;
THENCE ALONG SAID EASTERLY LINE, NORTH 02°16'55" EAST 275.03 FEET TO THE NORTHERLY LINE OF SAID LOT 13;
THENCE ALONG SAID NORTHERLY LINE, NORTH 75°26'30" WEST 103.32 FEET TO THE POINT OF BEGINNING.



EXHIBIT B
Depiction of the Converted Property



SR

Attachment B: Conversion Area & Replacement Property



— 1.5-acre Conversion Area

Attachment B: Conversion Area & Replacement Property

Replacement Property

Outline in Yellow:

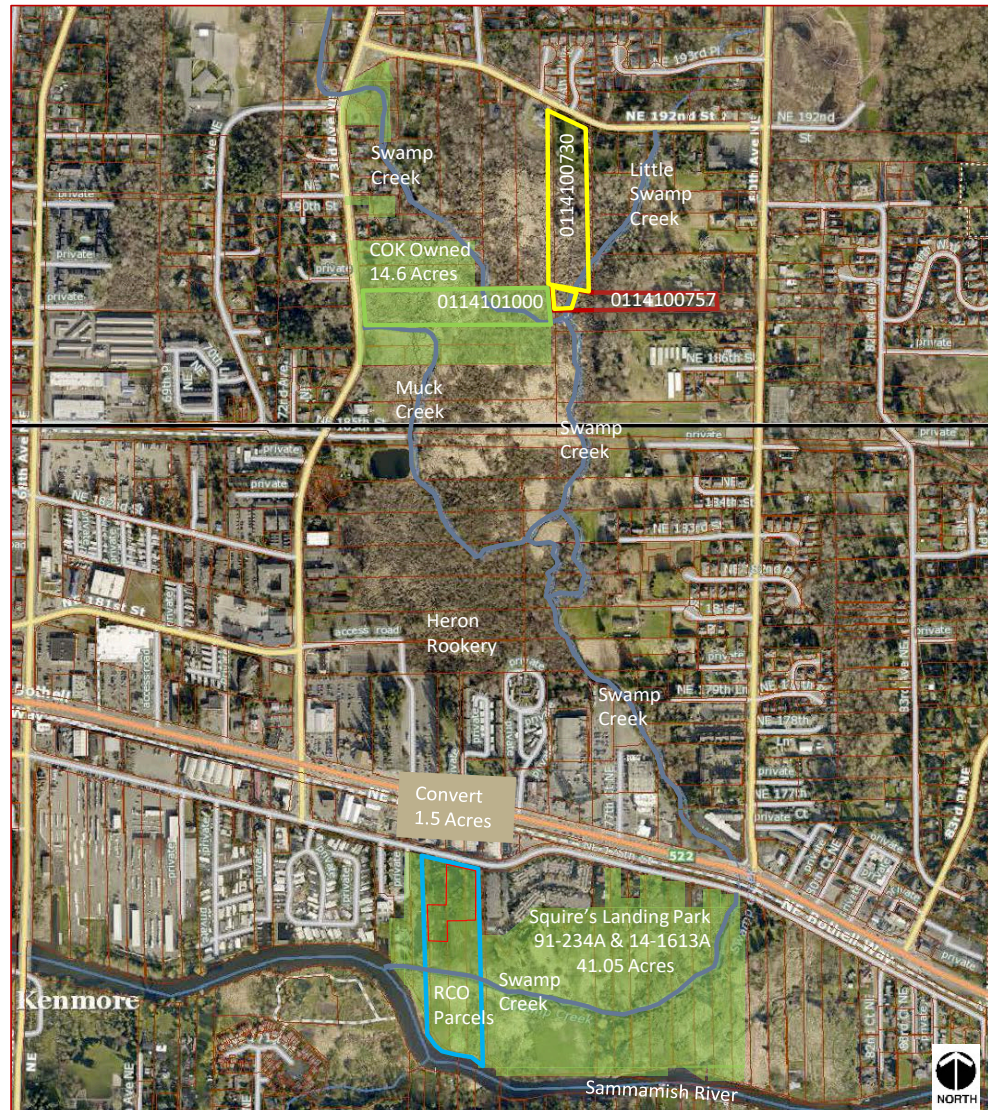
Purchased Replacement Parcel
0114100730 & Partial Replacement
Parcel (6,350SF) of Parcel
#0114100757

Outlined in Green:

City-Owned Parcel #0014101000
Swamp Creek Wetland Complex

Outlined in Blue:

Three RCO Parcels deeded restricted
parcels with 1.5-acre Conversion
Area at Squire's Landing Park
(outlined in red)



Attachment C: Recorded Replacement Property Deed of Right



Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Myra Barker

REPLACEMENT PROPERTY DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

Johnson-Barnard Property

Grantor: City of Kenmore

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD, and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

Abbreviated
Legal

Description: Ptn SW ¼ SE ¼ 1-26N-4E (More particularly described in Exhibit "A" (Legal
Description), page 6 below, and as depicted in Exhibit "B" (Real Property
Map)),

Assessor's Property Tax Parcel Number(s): ~~011410730~~ 0114100730

Reference Numbers of Documents Assigned or Released: 20191216900006



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Washington Wildlife and Recreation Program Habitat Conservation Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Squires Landing Park, Project Number 91-234 signed by the Grantor on the 31st day of December 1991 and the Grantee the 21st day of October 1991 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Replacement Property, as approved by the Grantee for a conversion at Squires Landing Park, and as described in Exhibit A: Legal Description, and depicted on Exhibit B, Real Property Map (herein, the Real Property) for habitat conservation purposes, consistent with the Project Agreement, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes wetland habitat. This habitat supports or may support priority species including but not limited to migratory waterfowl.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Real Property consistent with habitat conservation purposes and the Project Agreement.
3. The Grantor shall provide access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Real Property.
4. Without the prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the conservation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the conservation purposes herein granted and as stated in the Project Agreement.



Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute conservation land must be of reasonably equivalent habitat qualities, characteristics and location for the conservation purposes as the Real Property prior to any inconsistent use; (2) the substitute conservation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior to or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under this Deed.

This Deed may not be removed or altered from the Real-Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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GRANTOR:

CITY OF KENMORE
a Washington municipal corporation

By: Bob Kachinsky

Name: Bob Kachinsky

Title: City Manager

Dated this 29th day of April, 2020

STATE OF WASHINGTON)
) ss
COUNTY OF King)

I certify that I know or have satisfactory evidence that Bob Kachinsky
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the City Manager for the Grantor, City of Kenmore
and to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

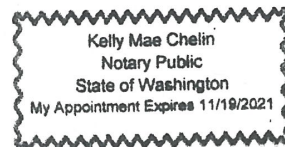
Dated: 4/29/20

Signed: [Signature]

Notary Public in and for the State of Washington,

residing in Everett, WA

My commission expires 11/19/21



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FOLLOWS



GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE RECREATION AND CONSERVATION FUNDING BOARD, administered by the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: 

Name: Scott T. Robinson

Title: Deputy Director

Dated this 14th day of April, 2020

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 14, 2020

Signed: 

Notary Public in and for the State of Washington,
residing in Thurston County.
My commission expires 7-9-21.



EXHIBIT A
Legal Description

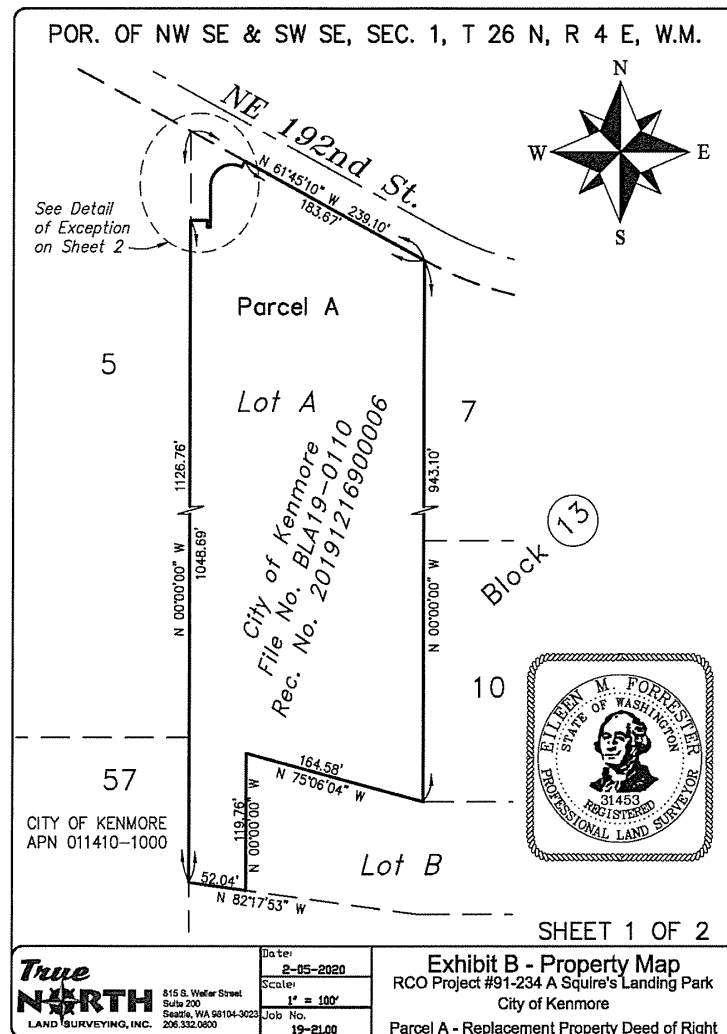
LOT A OF CITY OF KENMORE BOUNDARY LINE ADJUSTMENT FILE NO. BLA19-0110
RECORDED UNDER RECORDING NUMBER 20191216900006, RECORD OF KING
COUNTY, WASHINGTON;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT A;
THENCE ALONG THE NORTHERLY LINE OF SAID LOT, SOUTH 61°45'10" EAST 55.43
FEET;
THENCE SOUTH 28°14'50" WEST 6.00 FEET TO A POINT ON A NON-TANGENT
CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 19.00 FEET, A
RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 28°14'50" WEST;
THENCE ALONG SAID CURVE WESTERLY AND SOUTHWESTERLY 39.21 FEET
THROUGH A CENTRAL ANGLE OF 118°14'50";
THENCE TANGENT FROM SAID CURVE ALONG A LINE PARALLEL WITH THE
WESTERLY LINE OF SAID LOT, SOUTH 00°00'00" EAST (SOUTH) 35.81 FEET;
THENCE NORTH 90°00'00" WEST (WEST) 3.00 FEET;
THENCE NORTH 00°00'00" WEST (NORTH) 6.00 FEET;
THENCE NORTH 90°00'00" WEST (WEST) 15.00 FEET TO SAID WESTERLY LINE;
THENCE ALONG SAID WESTERLY LINE, NORTH 00°00'00" WEST (NORTH) 78.07
FEET TO THE POINT OF BEGINNING.



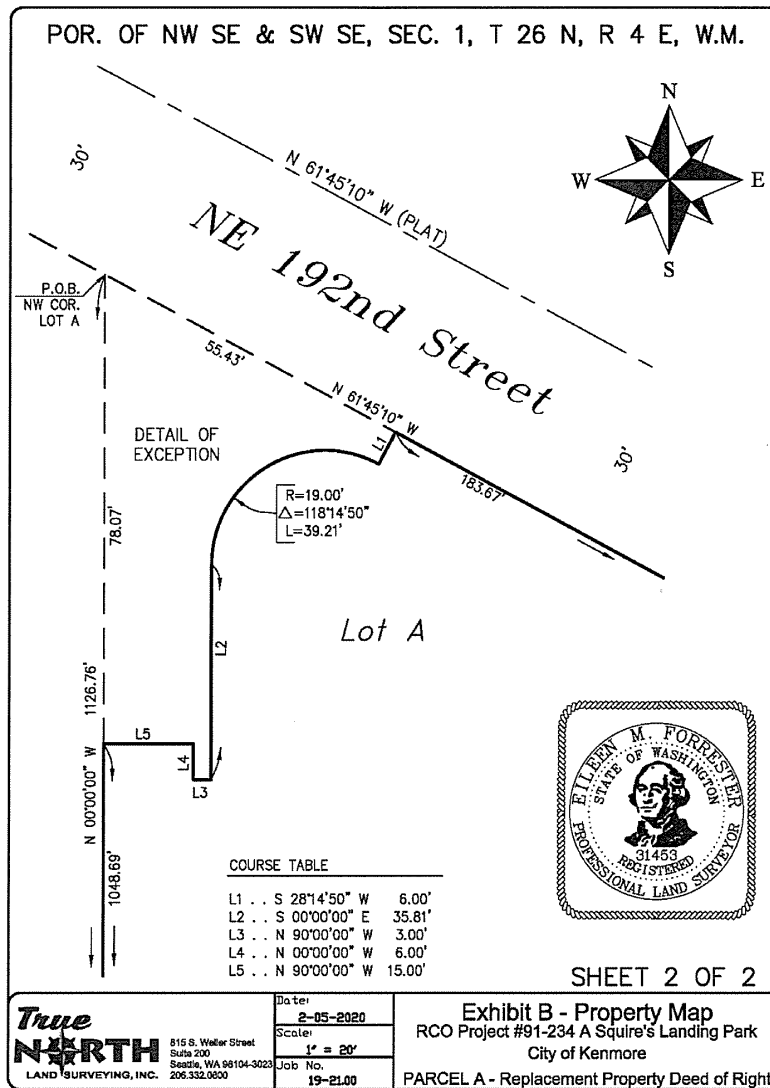
EXHIBIT B
Real Property Map



STR

EXHIBIT B
Real Property Map

Easement Exception



512

Attachment D: RCO Contract 91-234A (COK Contract 18-C1889

18-C1889 SQUIRE'S LANDING PARK (Swamp Creek) Acquisition

AGREEMENT FOR PROJECT GRANT FROM HABITAT CONSERVATION ACCOUNT

Project Title Swamp Creek Park

Project Number 91-234A

THIS AGREEMENT is entered into by and between the WASHINGTON STATE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC), acting through its Director and King County, a governmental entity eligible to receive funding as described below (Public Agency). The Director of the IAC shall be known hereinafter as the "Director".

GENERAL PROVISIONS

1. Purpose of Agreement

The purpose of this Agreement is to set out the terms and conditions under which the monetary grant set out below is made from the Habitat Conservation Account of the General Fund of the State of Washington under the provisions and requirements of RCW 43.99.080 by the IAC to the Public Agency, in aid of an outdoor recreation project (the "project") of the Public Agency.

2. Term of Agreement

This Agreement shall be effective upon October 21, 1991 and shall terminate only upon mutual agreement of the parties, except as may be otherwise provided elsewhere in this Agreement.

3. Performance by Public Agency

(A) The Public Agency shall develop and complete the project as it is described in section 4 below, in the Public Agency's application, and in accordance with the Public Agency's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the IAC. That application is incorporated herein by this reference as if fully set forth for the purposes of determining the project description and project goals and objectives.

(B) No expenditure made, or obligation incurred, by the Public Agency prior to the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically approved by the IAC or the Director. The amounts set out in section 5 below shall be reduced as necessary to exclude any such expenditure from participation.

The project shall be completed no later than December 31, 1991. No expenditure made, or obligation incurred, following this completion date shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the IAC may have under this Agreement, the amounts set out in section 5 below shall be reduced to exclude any such expenditure from participation.

(C) Time of project performance by the Public Agency is of the essence of this Agreement. Failure to timely complete the project as set out in subsection B above is a material breach of the Agreement.

4. Description of Project

The Project of the Public Agency which is the subject of this Agreement is described in summary as follows:

Acquisition of approximately 47 acres for the purposes of habitat conservation. Project is located approximately one mile west of the City of Bothell and any future development is limited to light impact recreation such as interpretive facilities, trails, picnic areas, and parking so not to impair the habitat conservation qualities of the site. Specific items include:

*Land Acquisition
Appraisals
Appraisal Reviews
Closing Costs*

*Hazardous Substance Reports
Title Insurance
Prorated Real Estate Taxes
Recording Fees*

Legal description is attached as "Attachment A" and is, by this reference, made a part of this Agreement.

The project is described more fully in the application by the Public Agency to the IAC for grant-in-aid assistance. That application was initially submitted to the IAC by the Public Agency on July 2, 1990, and was approved by the IAC on September 28, 1990.

5. Project Funding

(A) The total cost of the project for the purposes of this Agreement is 1,975,362 Dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less, that actual cost shall be substituted herein.

(B) The value of the contributions by the Public Agency to the Project shall be 1,330,029 Dollars, or 67 percent of the total project cost, whichever amount is less, at minimum.

(C) Subject to the terms of this Agreement, the IAC agrees to provide 645,333 Dollars, or 33 percent of the total project cost, whichever amount is less, from monies available in the Habitat Conservation Account of the State's General Fund.

(D) If the IAC has entered into an agreement with the National Park Service, United States Department of the Interior, to contribute Federal Land and Water Conservation Funds to this project, that federal contribution will be -0- Dollars, or -0- percent of the total project cost, whichever is less.

(E) The IAC shall not be obligated to pay any amount beyond the amounts set out in subsection (C) and, if applicable, (D) above unless that additional amount has been approved in advance by the IAC, or by the Director, and incorporated by written amendment into this Agreement.

(F) Disbursement of grant monies by the IAC to the Public Agency under this Agreement shall be made in accordance with chapter 286-24 WAC, all conditioned upon proof of compliance with the terms of this Agreement by the Public Agency. The IAC reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Public Agency until the project has been timely completed and approved by the Director.

(G) The obligation of the IAC to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Public Agency.

6. Requirements of the National Park Service

If the project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund (see section 5 (D)), the Project Agreement General Provisions as contained in Section 660.3 Attachment B of the Land and Water Conservation Grant Manual as now existing or hereafter amended are made part of this Agreement, and the Public Agency shall abide by these Project Agreement General Provisions. Further, the Public Agency agrees to provide the IAC with reports or documents needed by the IAC to meet the requirements of the Project Agreement or Section 660.3 Attachment B of the Land and Water Conservation Grant Manual.

7. Non-availability of Funds

If amounts sufficient to fund the grant made under this Agreement are not available in the State Habitat Conservation Account or such funds are not appropriated by the Washington State Legislature, or such funds are not allocated by the Washington State Office of Financial Management (OFM) to the IAC for expenditure for this Agreement in any biennial fiscal period, the IAC shall not be obligated to pay any remaining unpaid portion of this grant unless and until sufficient funds are so deposited and/or any necessary action by the legislature or OFM occurs. If the IAC participation is suspended under this section for a continuous period of one year, the IAC's obligation to provide any future funding under this Agreement shall terminate.

The Public Agency shall use any grant funds already received to complete the project to the extent possible and shall devote the project to the uses required under this Agreement unless an alternate use is approved by the IAC or the Director.

8. Termination and Other Remedies

(A) The IAC may require strict compliance by the Public Agency with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and IAC policies incorporated in this Agreement, and with the representations of the Public Agency in its application for a grant as finally approved by the IAC.

(B) The IAC, or the Director, may suspend, or may terminate, the IAC's obligation to provide funding to the Public Agency under this Agreement:

- (i) In the event of any breach by the Public Agency of any of the Public Agency's obligations under this Agreement; or
- (ii) If the Public Agency fails to make progress satisfactory to the IAC or the Director toward completion of the project by the completion date set out in section 3(B) above; or
- (iii) If, in the opinion of the IAC or the Director, the Public Agency fails to make progress necessary to complete any other project assisted with grant funds from the IAC within the completion date set out by agreement with the IAC for that project.

(C) In the event this Agreement is terminated by the IAC, or the Director, under this section or any other section after any portion of the grant amount has been paid to the Public Agency under this Agreement, the IAC may require that any amount paid be repaid to the IAC for redeposit into the Habitat Conservation Account.

(D) The Public Agency understands and agrees that the IAC may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in section 4 above. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the IAC. No remedy available to the IAC shall be deemed exclusive. The IAC may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

9. No Waiver by IAC/Remedies

Waiver by the IAC of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach and should not be construed to be a modification of the terms of the Agreement unless stated to be such in writing by the Director, or his or her designee. The IAC does not waive any of its rights or remedies under this Agreement should it: (a) fail to insist on strict performance of any of the terms of this Agreement, or (b) fail to exercise any right based upon a breach of this Agreement.

10. Application Representations -- Misrepresentation or Inaccuracy a Breach

The IAC relies upon the Public Agency's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application shall be deemed a breach of this Agreement.

11. Compliance with Applicable Statutes, Rules and IAC Policies

The subject grant shall be governed by, and the Public Agency shall comply with, all applicable provisions of chapter 43.99 RCW, chapter 286 WAC and published IAC policies and guidelines, which are incorporated herein by this reference as if fully set forth.

12. Restriction on Conversion of Facility to Other Uses

The Public Agency shall not at any time convert any property or facility acquired or developed pursuant to this Agreement to uses other than those for which assistance was originally approved, without the prior approval of the IAC, in the manner provided by RCW 43.99.100 for marine recreation land, whether or not the property was acquired with Initiative 215 funds.

13. Use and Maintenance of Assisted Projects

The Public Agency shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this Agreement as follows:

- (A) The property or facilities shall be maintained so as to appear attractive and inviting to the public.
- (B) All facilities shall be built and maintained in accordance with applicable state and local public health standards and building codes.
- (C) The property or facilities shall be kept reasonably safe for public use.
- (D) Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage or prevent public use.
- (E) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
- (F) The property or facility shall be open to everyone without restriction because of race, creed, color, sex, religion, national origin, handicap or residence of the user.
- (G) The Public Agency agrees to operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

14. User Fees and Charges

User, or other types of fees may be charged at the project described by this Agreement, provided that the fees and charges are commensurate with the prevailing range of public fees and charges within the state for the particular activity involved.

Unless precluded by state law, all revenues from fees and charges which exceed the costs for operation and maintenance of the area from which they were collected must be deposited in a capital reserve fund identifiable within the sponsor's(s') official annual budget(s), for acquisition and/or development of outdoor recreation lands or facilities consistent with the agency's park and recreation plan. Such funds may not be used for operation and maintenance of other facilities.

15. Provisions Applying Only to Acquisition Projects

The following provisions shall be in force only if the project described in this Agreement is for the acquisition of outdoor recreation land or facilities:

(A) When Federal Land and Water Conservation Funds are part of this Agreement per section 5(D) of this Agreement, the Public Agency agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and the applicable regulations and procedures of the Department of the Interior implementing that act.

(B) When state funds are included in this project per section 5(C) of this Agreement, the Public Agency agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess., RCW 8.26.010), and chapter 468-100 WAC after it becomes effective on April 2, 1989.

(C) In the event that housing and relocation costs, as required by federal law set out in subsection (A) above and state law set out in subsection (B) above, are involved in the execution of this project, the Public Agency agrees to provide any housing and relocation assistance that may be necessary and will assume all administrative costs, with the understanding that eligible relocation costs may be part of the total project cost.

(D) Evidence of Land Value Prior to disbursement of funds by the IAC as provided under this Agreement, the Public Agency agrees to supply evidence to the IAC that the land acquisition cost has been established as per IAC procedural guidelines, which are incorporated by this reference.

(E) Evidence of Title The Public Agency agrees to show the type of ownership interest for the property that has been obtained. This shall be done before payment of financial assistance by the IAC.

(F) Deed of Right to Use Land for Public Recreation Purposes The Public Agency agrees to execute an instrument or instruments which contain (1) a legal description of the property acquired under this Project Agreement, (2) a conveyance to the State of Washington of the right to use the described real property forever for outdoor recreation purposes, and (3) a restriction on conversion of use of the land in the manner provided in RCW 43.99.100, whether or not the real property covered by the deed is marine recreation land. RCW 43.99.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditures were originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location"

16. Provisions Applying Only to Development Projects

The following provisions shall be in force only if the project described in this Agreement is for development of outdoor recreation land or facilities.

(A) Construction Document Approval The Public Agency agrees to submit one copy of all construction plans and specifications to the IAC for review and approval prior to seeking bids on those plans. Review by the IAC will be for compliance with the terms of this Agreement.

(B) Contracts for Construction Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be submitted to the IAC. Where all bids are substantially in excess of project estimates, the IAC may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.

(C) Construction Contract Change Order Any change orders must be in writing and shall be submitted to the IAC. Any increase in the cost of the project as the result of a change order shall be the sole obligation of the Public Agency. No change order shall be issued by the Public Agency which changes the plans or proposals submitted in, or in connection with, the Public Agency's application for assistance for this project, unless that change has been agreed to by the IAC by written amendment to this Agreement.

(D) Installation Payments Financial assistance provided by this Agreement for development may be remitted to the Public Agency in installments, after receipt of billings, and upon satisfactory evidence of completion of each stage of construction or development. Installment payments shall in no event be made more frequently than monthly.

(E) Nondiscrimination Clause Except where a nondiscrimination clause required by the United States Department of the Interior is used, the Public Agency shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to put in a conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- (3) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will include the provisions of the foregoing paragraphs in every subcontract exceeding \$10,000, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the IAC or the Director may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Washington to enter into such litigation to protect its interests."

17. Responsibility for Project

While the IAC undertakes to assist the Public Agency with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Public Agency. The IAC undertakes no responsibilities to the Public Agency, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as those phases are applicable to this project, is solely that of the Public Agency, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

The Public Agency shall defend at its own cost any and all claims or suits at law or in equity which may be brought against the Public Agency in connection with the project. The Public Agency shall not look to the IAC, or to any of the IAC's employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related in any way to the project, including but not limited to, its design, development, construction, implementation, operation and/or maintenance.

18. Hazardous Substances

(A) The Public Agency shall inspect and investigate the proposed acquisition or development site for the presence of hazardous substances in accordance with RCW 70.105D.040(b).

(B) The Public Agency represents that it has fully disclosed to the IAC the results of its inspection and investigation and all other knowledge the Public Agency has as to the presence of any hazardous substances at the proposed acquisition or development site.

(C) Nothing in this provision alters the project sponsor's duties and liabilities regarding hazardous substances as set forth in chapter 70.105D RCW.

(D) "Hazardous substance" means "hazardous substance" as defined in RCW 70.105D.020(5).

19. Indemnity

The Public Agency ^{and the IAC} agrees to, and shall, defend, protect and hold harmless ^{each other} the IAC and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all cost of defense and attorneys' fees) and any and all loss of any nature from any and all claims or demands or suits at law or equity, arising from the project, including but not limited to, those arising from the Public Agency's acts, or failures to act, which result in any loss of any kind to any third party. Such claims or suits include, but are not limited to either parties or the IAC's

(A) claims or suits by any person or firm furnishing services in connection with the Public Agency's performance under this Agreement; or or the IAC or the IAC's

(B) claims or suits by any person or firm who or which may allege injury by the Public Agency or its agents arising from the Public Agency's performance of this Agreement or arising from or related to the project to which a grant is furnished hereunder; or Public Agency's or the IAC's

(C) any claim or suit resulting from the use of any facilities and/or programs assisted by a grant under this Agreement; or

(D) any claim or suit resulting from the presence of, or the release or threatened release of hazardous substances brought by any federal, state or local agency or any individual.

20. Records and Reports

(A) The Public Agency agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Public Agency's contracts, contract administration, and payments, including all direct and indirect charges, and expenditures in the development and implementation of the project.

(B) The Public Agency's records related to this Agreement and the project receiving grant funds hereunder may be inspected by the IAC or the Director, or their designees, or by designees of the State Auditor or by federal officials authorized by law, for the purposes of determining compliance by the Public Agency with the terms of this Agreement, and to determine the appropriate level of funding to be paid under the subject grant.

(C) The records shall be made available by the Public Agency together with suitable space for such inspection at any and all times during the Public Agency's normal working day.

(D) The Public Agency shall retain all records related to this Agreement and the project funded hereunder for a period of at least six (6) years following completion of payment of the grant-in-aid under this Agreement.

(D) The Public Agency shall promptly submit to the Director any report or reports required by the Director.

(F) The Public Agency shall submit a final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.

21. Acknowledgements

The Public Agency shall include language which acknowledges the funding contribution of the IAC to this project in any release or other publication developed or modified for, or referring to, the project. The Public Agency also shall post signs or other appropriate media at project entrances and other locations on the project which acknowledge the IAC's funding contribution.

22. Independent Contractor Status of Public Agency

The Public Agency and the Public Agency's officers, employees and agents shall perform all obligations under this Agreement as an independent contractor and not in any manner as officers or employees or agents of the IAC. Herein all references to the Public Agency shall include its officers, employees and agents. The IAC shall not withhold or pay taxes or insurance or deductions of any kind.

23. Restriction on Assignment

The Public Agency shall not assign this Agreement, or the performance of any obligations to the IAC under this Agreement, or any claim against the IAC it may have under this Agreement, without the express written consent of the Director.

24. Nondiscrimination

The Public Agency shall comply with all applicable federal and state nondiscrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, religion, national origin, residence, marital status, or handicap (physical, mental, or sensory) be denied the benefits of, or be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under section 8 above.

25. Conflict of Interest

The Public Agency shall not participate in the performance of any duty in whole or in part pursuant to this Agreement to the extent participation is prohibited by chapter 42.18 RCW, the Executive Conflict of Interest Act, or any other federal, state or local similar conflict act which may apply to the Public Agency. The IAC may, by written notice to the Public Agency, terminate this Agreement if it is found after due notice and examination by the IAC or the Director that there is a violation of the Executive Conflict of Interest Act, chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, chapter 42.22 RCW; or any similar statute or ordinance involving the Public Agency in the procurement of, or performance under, this Agreement.

The existence of facts upon which the IAC or the Director makes any determination under this section may be an issue under, and may be reviewed as is provided in, the disputes section of this Agreement, section 25, upon agreement of the parties.

25. Disputes

When a bona fide dispute arises between the IAC or its Director and the Public Agency which cannot be resolved between those parties, the parties may agree that the disputes process set out in this section shall be used prior to any action being brought in court. Either party may request a disputes hearing hereunder. The request for a disputes hearing must be in writing and clearly state: (a) the disputed issues; (b) the relative positions of the parties regarding those issues as then understood by the requesting party; (c) the Public Agency's name, address, project title, and the IAC's project number. In order for this section to apply to the resolution of any specific dispute or disputes the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Public Agency, one person chosen by the Director and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the chairperson of the IAC.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that party shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party at the address set out in section 31 below. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

27. Governing Law/Venue

This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in the Superior Court in and for Thurston County.

28. Severability

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.

29. OSHA/WISHA

The Public Agency represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Public Agency's performance under this Agreement. The Public Agency further agrees to indemnify and hold harmless the IAC and its employees and agents from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against the IAC, as a result of the failure of the Public Agency to so comply.

30. Headings Not Controlling

Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

31. Notices

(A) All written communications which are to be given to the Public Agency under this Agreement will be addressed and delivered to:

Name: Mr. James A. Greenfield
Title: Administrator
Mailing Address: King County Office of Open Space
1621 Smith Tower, 506 Second Avenue
Seattle, Washington 98104

(B) All written communications which are to be given to the IAC under this Agreement will be address and delivered to the IAC, 4800 Capitol Boulevard, KP-11, Tumwater, Washington 98504-5611.

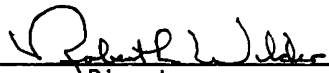
(C) The above shall be effective until receipt by one party from the other of a written notice of any change.

32. Additional Provisions or Modifications of Standard Provisions

33. Entire Agreement

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

STATE OF WASHINGTON INTERAGENCY
COMMITTEE FOR OUTDOOR RECREATION

BY: 
Director

Date: October 21, 1991

PUBLIC AGENCY

BY: 
Title: JESUS SANCHEZ FOR
KING COUNTY EXECUTIVE
Date: 12/3/91

Approved as to form this 24th day
of January, 1991.

By: /s/
SHANNON E. SMITH
Assistant Attorney General
Attorney for IAC

Approved as to form this 2nd day
of December, 1991.

By: 
Attorney for Public Agency