

City of Kenmore



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

City Council Special Meetings Agenda

Tuesday, January 19, 2021, 7 PM via Zoom

LINK: <https://us02web.zoom.us/j/83857812049>

Or iPhone one-tap :

US: +16465588656,,83857812049# or +13017158592,,83857812049#

Or Telephone: Dial US:US: +1 253 215 8782

Webinar ID: 838 5781 2049

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PRESENTATION

- A. Recognition of Outgoing Planning Commissioners, presented by Community Development Director Debbie Bent

VI. PUBLIC COMMENT

- A. We welcome our community members to the Council's meeting. In this forum, the Council cannot engage or dialogue with the public; the primary role of the Council is to listen. All comments must be addressed to the Mayor and City Council. Please use the "raise hand" feature if you wish to speak. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name, city of residence for the record and keep your comments to the allotted time. Your time cannot be granted to another and your clock time will not be reset unless there are extenuating circumstances *and* the Presiding Officer has expressly allowed it. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. This meeting is being recorded. Thank you for taking the time to express your comments.

VII. CONSENT AGENDA

- A. Minutes: January 4 Special Meeting
[January 4, 2021 Special Meeting Minutes](#)

- B. Authorize the City Manager to execute the 2020 King Conservation District Member Jurisdiction Grant Contract No. 20-C2665 in the amount of \$198,000 for Squire's Landing Waterfront & Natural Open Space Access Project
[Agenda Bill - KCD Grant Authorization](#)
[KCD Grant Contract](#)
[KCD Contract Exhibit](#)
- C. Authorize the City Manager to Execute Agreement 20-C2233 in an amount not to exceed \$299,999 for stormwater system cleaning, vector services, and pipe inspection.
[Agenda Bill - Stormwater System Cleaning/Vector Contract](#)

VIII. BUSINESS AGENDA

- A. Bid Award: Authorize the City Manager to execute Contract 20-C2143 with KLB Construction in the amount of \$9,805,000 to construct the 68th Avenue NE Pedestrian and Bicycle Safety Improvements (T-42) Project, presented by City Engineer John Vicente, *for Discussion and Authorization*
[Agenda Bill - 68th Avenue Bid Results and Award Recommendation](#)
[Brief Presentation \(uploaded 1/19\)](#)
- B. Microsoft Air Quality Sensors Update, presented by Environmental Services Director Richard Sawyer, *for Discussion*
[Agenda Bill - Air Quality Sensors Update](#)
- C. Joint Meeting with the Planning Commission; Review recommendations on affordable housing process. Presented by the Planning Commission and Development Services Director Debbie Bent, *for Discussion*
[Agenda Bill - Joint Planning Commission Meeting](#)
[Attachment 1 - Amended Chapter 18.77](#)
[Attachment 2 - Amended Chapter 19.25](#)
[Attachment 3 - Other Amendments](#)
[Attachment 4 - Amended Chapter 18.110](#)

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS , COMMENTS, & INITIATIVES

- A. Eastside Transportation Partnership Representation Vacancy

XI. ADJOURNMENT

UPCOMING MEETINGS:

- January 25, - 6 PM [Executive Session] and Meeting
- February 8, 7 PM

**City of Kenmore
City Council Meeting
Special Meeting Minutes
January 4, 2021**

These minutes are created to capture Council *action*. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

CALL SPECIAL MEETING TO ORDER:

Mayor Baker called the meeting to order at 6:00 p.m. via Zoom.

PRESENT:

Councilmembers: Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Melanie O'Cain

Staff: City Manager Rob Karlinsey
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan

Speaking Guests: Vicky Grayland, Kenmore Resident
Brent Smith, Kenmore Resident
Angela Kugler, Kenmore Resident

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

The agenda was approved as presented.

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(h), The Council will enter an executive session to evaluate the qualifications of a candidate for appointment to elective office. Interviews of candidates and final appointment will be done in open session. The Executive session was announced to last approximately 30 minutes. The Council resumed the meeting at 6:30 p.m.

CONSENT AGENDA

- A. Minutes:
[December 07, 2020, Special Meeting Minutes](#)
[December 14, 2020, Special Meeting Minutes](#)
[December 15, 2020, Special Meeting Minutes](#)
- B. Approve Check #s 46310 through 46446 in the amount of \$2,613,214.80 plus payroll check #10161 dated 12/18/20 totaling \$2,407.87. Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 12/18/2020 in the amount of \$167,898.96.
[Voucher Approval Report](#)
[Vendor Report](#)
- C. October 2020 Financial Report
[Agenda Bill - Financial Report October 2020](#)
[October 2020 Monthly Report](#)
- D. Cancellation of January 11 Regular Meeting

MOTION: Councilmember O’Cain moved to approve the consent agenda as presented, including the items listed above. Councilmember Pfeil seconded the motion.
VOTE: 6 Yes, 0 No, 0 abstain. MOTION CARRIED.

BUSINESS AGENDA

A. Interview Candidates for Vacant Council Position No. 3.

After the Clerk announced the random order of interviews, the Council interviewed the following individuals for the vacant Council position:

- Vicki Grayland
- Brent Smith
- Angela Kugler

B. *Appoint Candidate to Council Position No. 3.*

MOTION: Deputy Mayor Herbig made a motion to appoint Angela Kugler to Council position No. 3. Councilmember Pfeil seconded the motion.
VOTE: 6 yes, 0 No, 0 Abstain. MOTION CARRIED.

The Mayor administered the Oath of Office. Angela Kugler digitally signed and remitted the Oath of Office to the Mayor, who fully executed the document during the meeting.

C. *Council Rules and Procedures, for Discussion and/or Action*

The Council completed discussing edits to the document. The document was routed to staff for final polishing and is scheduled to be shared with the Council soon.

STAFF REPORTS

ADJOURNMENT

Mayor Baker adjourned the special meeting at approximately 9:23 p.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



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

Subject/Topic: Contract 20-C2665 King Conservation District (KCD) grant award for Squire's Landing Park Waterfront & Natural Open Space Access Project Proposed Council Action/Motion: Motion authorizing the City Manager to execute the 2020 King Conservation District Member Jurisdiction Grant Contract (20-C2665) in the amount of \$198,000 for the Squire's Landing Waterfront & Natural Open Space Access Project with the authority to execute grant amendments if future grant funds are awarded for this project.	For Council Meeting Agenda of January 19, 2021 Department: Community Development Prepared by: Maureen Colaizzi <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">DB 1/4/20</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">n/a</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">LS</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RGK</td></tr> </table> Exhibits/Attachments: Attachment 1: Contract 20-C2665 KCD Grant Award Attachment 2: KCD Grant Exhibit		<u>Initial & Date</u>	Approved by Department Head:	DB 1/4/20	Approved by City Attorney:	n/a	Approved by Finance Director:	LS	Approved by City Manager:	RGK
	<u>Initial & Date</u>										
Approved by Department Head:	DB 1/4/20										
Approved by City Attorney:	n/a										
Approved by Finance Director:	LS										
Approved by City Manager:	RGK										
<u>INFORMATION/BACKGROUND:</u> Staff recommends that Council approve a motion authorizing the City Manager to execute the 2020 King Conservation District (KCD) Member Jurisdictional Grant Contract 20-C2665 (Attachment 1) in the amount of \$198,000 for Squire's Landing Park Waterfront & Natural Open Space Access Project with the authority to execute future grant amendments if additional grant funds are awarded for this project. Between 2021-23, the City will apply for additional grant funding for this project through the KCD grant program amendment process. The KCD Member Jurisdiction Grant Program funds projects in partnership with 34 cities, including Kenmore. KCD funds are collected from annual per parcel assessments. The City may apply to KCD grant program for use of allocated funds for eligible activities including direct improvement of natural resource conditions, education and outreach, pilot and demonstration projects and projects that build capacity. The KCD grant will help fund creation of a habitat conservation & stewardship plan and construction of 4.2 acres of restoration areas including: upland restoration; riparian restoration; lagoon shoreline bank stabilization & restoration; and Swamp Creek in-water habitat bench creation. See Attachment 2. KCD Grant Exhibit. The habitat conservation & stewardship plan will ensure compliance with mitigation/monitoring performance standards, integrate with existing maintenance programs and monitor and maintain previous as well as new restoration areas. The plan is also intended to provide guidance for volunteer engagement and future restoration/mitigation activities. <u>Background:</u> The Walkways and Waterways bond measure project at Squire's Landing Park will enhance water access to the Sammamish River. Improvements will include new elevated walkways, trails, viewpoints as well as natural open space and other environmental enhancements. The project will also add new boating facilities including docks, ramps, and staging areas for hand-powered watercraft; parking; a restroom and public art. The overall project is 7.3 acres: 1.5 acres park infrastructure, 4.2 acres critical areas; 1.6 acres preserved open space. <u>FISCAL CONSIDERATION:</u> The \$198,000 revenue from this grant award will support the Squire's Landing Waterfront & Natural Open Space Access Walkways and Waterways project, CIP Project P-27. The total project cost estimate is \$8.2 million. The 2021-2026 Capital Improvement Program budget allocation is \$6,703,356 of which \$1,035,000 is grant revenue. Between 2021-23, the City will apply for additional funding through the KCD grant program amendment process. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council 2020-2021 Priority #4 Implement the Walkways & Waterways Projects.											

**AGREEMENT FOR AWARD
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT**

City of Kenmore

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 800 SW 39th Street, Suite 150, Renton, WA 98057 (referred to herein as "District"), and the City of Kenmore, a municipal corporation in King County, Washington, located at 18120 68th Ave NE, Kenmore, WA 98028 (referred to herein as "Recipient"), for the purposes set forth herein.

SECTION 1. RECITALS

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to protect and promote the health, safety, and general welfare of the people of the state of Washington; and

1.2 Whereas, pursuant to RCW 89.08.400 and/or RCW 89.08.405, King County has authorized and imposed a system of assessments and/or a system of rates and charges to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220 and RCW 89.08.341 the District is authorized to enter into agreements with, or to furnish financial or other aid to, municipal entities and agencies (governmental or otherwise), or their designees, or any occupier of lands within the District, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW and the District's policies and procedures for awarding grants; and

1.5 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

SECTION 2. AGREEMENT

2.1 The District agrees to award Recipient a grant in the total amount of One Hundred Ninety-Eight Thousand and No/100 Dollars (\$198,000.00) from 2006-2020 KCD-Kenmore Collections. Grant funds shall be used by Recipient solely for the performance of the work described in **Exhibit A** which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District's policies and procedures, or as otherwise provided herein, including but not limited to, the policies and procedures contained in the grant program guidelines, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in **Exhibit A**, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund to the District that portion of any grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 In the event the scope of work authorized by this Agreement includes the use of grant funds to purchase houses located on real property within a flood hazard area, Recipient acknowledges and agrees that grant funds may only be used for such purposes if the houses to be purchased were constructed before floodplain mapping or sensitive areas regulations were in place for that area. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized purposes.

2.5 Recipient shall be required to provide the District with regular financial and project progress reports for the duration of the project. Grant funds are remitted to the Recipient on a reimbursement payment basis. Project progress reports must be submitted with each reimbursement request. Project progress and financial reports, along with the final narrative and financial summary reports shall be submitted through the District's online grant portal. The Recipient shall be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.6 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws.

2.7 If the Recipient is a Washington municipal agency, Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS").

2.8 The District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement.

2.12 Recipient agrees to acknowledge the District as a source of funding for this project on all literature, signage or press releases related to said project.

2.13 Recipient shall notify the District if Recipient intends to sell, salvage, or otherwise dispose of any equipment purchased with grant funds. The proceeds received by Recipient from any sale, salvage or disposition, or the value of the equipment if proceeds were not received from any such action, must be: (a) re-invested back into the originally awarded project; (b) invested in a similar project with District approval; or (c) returned to the District.

SECTION 3. GENERAL PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4 Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

DISTRICT:

RECIPIENT:

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

Approved as to Form:

Approved as to Form:

DISTRICT LEGAL COUNSEL:

RECIPIENT'S ATTORNEY:

By Eric Frimodt
By Eric Frimodt (Nov 25, 2020 13:10 PST)

By_____

Name Eric Frimodt

Name_____

Date Nov 25, 2020

Date_____

Exhibit A

Maureen Colaizzi

Kenmore

Squire's Landing Park Waterfront & Natural Open Space Access Project

Member Jurisdiction Grant Program

Kenmore

PO Box 82607
Kenmore, WA 98028

Maureen Colaizzi

mcolaizzi@kenmorewa.gov

Maureen Colaizzi

Kenmore

Application Form

Summary Information

Project Title*

Squire's Landing Park Waterfront & Natural Open Space Access Project

Project Description - Short*

Provide a short, concise description of the project no more than two or three sentences.

The overall project is 7.3 acres: 1.5 acres park infrastructure, 4.2 acres critical areas; preserved 1.6 acres. This grant will fund creation of a habitat conservation & stewardship plan and construction of 4.2 acres of restoration areas.

Principal Partners (if any)

RCO, King County, Kenmore Voters - Approved Bond Levy

Amount of KCD Funding Requested*

You will need to upload a detailed budget document before you submit your application. Please make sure the amount requested and total project cost amounts you list here match the amounts in the uploaded budget document.

\$198,000.00

Total Project Cost*

\$198,000.00

Total Matching Funds (optional)

\$7,613,000.00

Project Start Date*

09/01/2021

Project End Date*

08/31/2023

Maureen Colaizzi

Kenmore

Close Date

Project Location*

Address, Parcel #, OR L&L Points, for site specific projects only.
If more than two locations, state "multiple" and explain.

7515 NE 175th Street, Kenmore WA 98028 - Parcels 4164100195, 4164100200, 4164100205, 4164100210, 4164100216

Jurisdiction*

If the applicant is not a city or jurisdiction, please type in the city or jurisdiction this project is located in.

Kenmore

Is your project on public or private land?*

Public

State Legislative District #*

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

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King County District #*

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

1

Narratives, Budget, & Attachments

Project Description - Detailed*

Provide a description of the project that summarizes what you will do, how you will do it, and why you will do it. Describe target audience, outcomes, objectives and general timelines.

This project will develop 1.5 acres of public access facilities, renovate 4.2 acres of riparian and upland habitat, restore 0.21 acre of wetland and 0.34 miles of Instream habitat, stabilizing 0.11 miles of streambank within a 7.3-acre project area on the 41-acre Squire's Landing Park located at 7515 NE 175th Street to the

Maureen Colaizzi

Kenmore

south of State Road 522 and the Burke Gilman Trail in Kenmore. The proposed project will be constructed between 2021-2023. The purpose of the Project is to provide park infrastructure to improve shoreline access as well as enhance the site's natural vegetation. The Project will preserve and enhance ecological functions of existing wetlands and their buffers, enhance nearshore habitat along Swamp Creek, and create new wetlands, while still providing improvements for public access. A habitat restoration stewardship plan will be developed and used to monitor and maintain restoration areas to ensure their stewardship and survival for over 10+ years. The target audience is the general public who live, work and recreate along the waterfront of Lake Washington, the Sammamish River and Swamp Creek. The desired outcome is to have long term public stewardship for the parks' restoration areas health & survival. There are 16 main park improvements proposed to be constructed: (1) parking lot, (2) restroom and hand-carry boat wash-down station, (3) waterfront and upland plazas for picnicking and gathering, (4) recreational floats and gangways, (5) elevated boardwalks and viewing decks, (6) pedestrian bridges, (7) gravel paths and gravel pad for boat storage, (8) asphalt paths/areas, (9) picnic pavilion and plaza, (10) hand-carry boat access, (11) lagoon entrance widening, (12) bank stabilization of the existing lagoon, (13) shoreline restoration along the man-made lagoon, (14) upland and riparian plantings, (15) in-water habitat benches in Swamp Creek, and (16) miscellaneous site improvements such as fencing and signage that will separate the public from the park's sensitive areas, improve and maintain the site's amenities and enhance the general park experience. Park amenities will be accessible by Americans with Disabilities Act (ADA) standards.

Specific to this grant application: (13) Shoreline Restoration: The shoreline and riparian areas determined to not need bank stabilization will be improved to provide restoration. This will include excavation of over-steepened slopes, placement of topsoil and short-term erosion control fabric to provide short-term stabilization, removal of invasive species, and replanting with native plants. For the lagoon shoreline restoration, construction work will occur above OHWM, no land-based equipment will enter the water. (14) Upland and Riparian Plantings: Throughout the park, native trees and shrubs will be planted for project mitigation and additional landscape restoration. Invasive species will also be removed in these areas. The majority of the plantings will be installed above OHWM, with the exception of the plants installed along the habitat benches being constructed in Swamp Creek. Equipment used during construction will include rototiller and gator truck. (15) In-Water Habitat Benches: The benches along the north and south banks of Swamp Creek will be constructed using land-based equipment. The banks will be graded into benches by excavating material along the shoreline and placing it in mounds in the uplands. Excavation will take place below OHWM. No fill will be used and all excavated material will be used on-site. No material will be placed below OHWM. To construct the benches, a mini excavator will be transported to site using a floating low-draft barge to minimize effects to the wetlands. The mini excavator will work within the footprint of the habitat benches to minimize effects to the adjacent wetlands. In-water work will be limited to a shallow area and generation of suspended sediment is expected to be low. Lagoon

Goal 1: to improve the existing functions and values of wetland habitat in Squire's Landing Park. This goal would be achieved through the following objectives: Objective 1a (Wetland Creation): to create 9,120 SF of wetland by excavating upland areas, removing invasive species (and their seed source), and planting native species to increase habitat complexity. Objective 1b (Wetland Enhancement): to improve the function of 54,820 SF of wetland by removing invasive species and planting native species to increase habitat complexity. Goal 2: to improve the existing functions and values of buffer habitat in Squire's Landing Park.

This goal would be achieved through the following objective: Objective 2a Buffer Enhancement: to improve the function of (75,320 SF + 16,630 SF) 91,950SF of buffer dominated by healthy, native species by removing invasive species, amending soils, and planting native species. Goal 3: to improve the in-water and overhanging vegetation of lower Swamp Creek. This goal would be achieved through the following objective: Objective 3a (Habitat Bench Creation): to create 2,810 SF of stable habitat benches, remove invasive species, and plant native species to increase habitat complexity. Goal 4: to improve the shoreline vegetation and habitat complexity of the man-made lagoon. This goal would be achieved through the following objective: Objective 4a (Lagoon Shoreline Restoration): to create 5,825 SF of stable habitat along the lagoon, remove invasive species, and plant native species to increase habitat complexity. Goal 5: create a comprehensive habitat and conservation stewardship plan that Ensure compliance with all performance standards, Integrate with existing maintenance programs (e.g., the Integrated Aquatic Vegetation Management Plan [IAVMP]), Monitor and maintain previous restoration areas, Monitor and maintain additional landscape restoration

Maureen Colaizzi

Kenmore

areas, Plan is intended to provide guidance for future restoration/mitigation activities and general maintenance of the parks.

General Timeline: Complete Habitat Conservation Stewardship Plan 2021. Construction of all 16 site elements: August 2021-August 2023.

Project Activities and Measurable Results*

List specific project activities to be completed with KCD grant funds and the associated outcomes or measurable results, and timeline.

- 1- Habitat and Conservation Stewardship Plan document is produced in 2021 to guide in future monitoring and maintenance of the parks' restoration efforts.
- 2- Plans and Specifications are prepared for bidding the construction of the restoration areas described in the project description by May 2021.
- 3- Contractor is awarded the construction contract by August 2021.
- 4- Construction of the 16 project elements including (elements 13, 14, 15 listed above that are directly tied to this grant application) begins by October 2021 and ends by July 2023.
- 5- Monitor & maintenance project elements 13, 14, 15 using the Habitat Conservation Stewardship Plan by staff, paid consultants and the public from 2023-2033 resulting in sustainable habitat for fish and wildlife.
- 6- Hold frequent (quarterly) volunteer stewardship work parties to engage and educate the public about the protection of shoreline vegetation for enhanced habitat for aquatic and wildlife habitat.

Project Budget and Expenses*

Fill out and upload separate Application Budget Form also available on the KCD Member Jurisdiction Grant Program website. Budget must be detailed with footnotes, appropriate and reasonable, *meeting state auditor/GAAP guidelines. Please do not use forms from previous applications. Please only upload the form linked above. Thank you!*

Formatted Budget-Kenmore.xlsx

Member Jurisdiction Authorization Letter

If you are a nonprofit organization seeking Member Jurisdiction funding, you must upload written authorization from the Member Jurisdiction to apply for funding. This can be in the form of a letter or scanned copy of an email.

Additional Attachments

Upload any photos or maps of your project here. Only one file will be accepted. Please combine multiple files into one if possible.

202001020_Exhibit.pdf

Natural Resource Improvement Actions- Criteria Checklist

Please **only** select "yes" below the action that your project **directly** addresses

Maureen Colaizzi

Kenmore

Direct Improvement of Natural Resource Conditions*

To improve landscape and natural resource conditions as a result of direct action that enhances water quality, protects and conserves soils, implements ecosystem restoration and preservation projects *(examples include supporting private property owners with land stewardship, water quality, aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land)*

Does your project directly address this issue?

Yes

Education and Outreach*

To raise awareness, deepen knowledge, and change behaviors of residents, landowners, and other land managers and organizations to practice exemplary stewardship of natural resources *(examples include education about stormwater management; the value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems)*

Does your project directly address this issue?

Yes

Pilot and Demonstration Projects*

To test and/or improve concepts and/or approaches in natural resource management that can be replicated by others *(examples include low impact development or green infrastructure demonstration projects, development of new best management practices, distribution of local farm products, urban agriculture (e.g. farmers markets and backyard food production to promote or support social economic independence and healthy living); technological innovation for natural resource conservation)*

Does your project directly address this issue?

Yes

Capacity Building*

To enhance the ability of organizations, agencies, residential landowners and other land owners and managers to have knowledge, skills, tools, support systems and technical resources to implement exemplary best management practices and deliver natural resource management actions on the ground *(examples include urban agriculture development, assistance to and inclusion of private property owners, preservation, restoration, and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands)*

Does your project directly address this issue?

Yes

Maureen Colaizzi

Kenmore

Project Type*

Education
Forestry, Urban
Shorelines, Urban

KCD Acknowledgement and Signature

By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD-provided logo on signs, materials, and documents produced as part of the above proposal. In addition, the applicant will notify KCD of public events and activities funded by the KCD.

*

I have read the above paragraph about acknowledging KCD and I will use the provided logo.

Authorized Applicant Electronic Signature*

Please enter your full name to sign and agree to the above.

Maureen Colaizzi

Title

Parks Project Manager

Date*

10/21/2020

Maureen Colaizzi

Kenmore

File Attachment Summary

Applicant File Uploads

- Formatted Budget-Kenmore.xlsx
- 202001020_Exhibit.pdf



Member Jurisdiction Grant Program

Grant Application Project Budget Form

Promoting sustainable uses of natural resources through responsible stewardship

Project Name	Squire's Landing Waterfront & Natural Open Space Access Project				
Applicant	City of Kenmore				
Contact	Maureen Colaizzi				
Mailing Address	18120 68th Av NE, Kenmore WA 98028				
E-mail	mcolaizzi@kenmorewa.gov	Project Start Date:	9/1/2021		
Phone	c (206) 930-9699	Project End Date:	8/31/2023		
Please provide detailed budget information below. Itemize categories such as supplies, contracted services with footnotes and detailed descriptions below					
Budget Item	KCD Funds	City of Kenmore Secured	Other Match (Secured)	Other Match (Unsecured)	Total
1-Professional Services: Habitat Conservation & Stewardship Plan	\$5,000	\$3,000	\$0	\$0	\$8,000
2-Construction Services: (13) Lagoon Shoreline Restoration	\$5,000	\$65,452			\$70,452
3-Construction Services: (14) Upland Restoration	\$180,000	\$39,975			\$219,975
3-Construction Services: (14) Riparian Restoration	\$3,000	\$282,375	\$50,000	\$50,000	\$385,375
4-Construction Services: (15) In-Water Swamp Ck Habitat Benches	\$5,000	\$101,980			\$106,980
*6-Construction Services: (Project Elements 1-12 & 16)	\$0	\$4,252,000	\$500,000	\$250,000	\$5,002,000
*7- Professional Services: (Project Elements 1-16)	\$0	\$2,018,218			\$2,018,218
TOTAL	\$198,000	\$6,763,000	\$550,000	\$300,000	\$7,811,000

Total Project Cost	\$7,811,000
Total Match	\$7,313,000
Amount of KCD Funding Requested	\$198,000
Match Percentage	94%

Footnotes: Items 1-4 KCD Grant Specific - Items 6 & 7 are entire project costs separate from KCD Grant Application to equal total project cost

Document Path: J:\Mott MacDonald\001170\001170_002_City of Kenmore Squire's Landing - final\GIS\WORKING\MITT\SquiresFigures_MITD8_WetlandBoundaries.mxd 3/6/2011

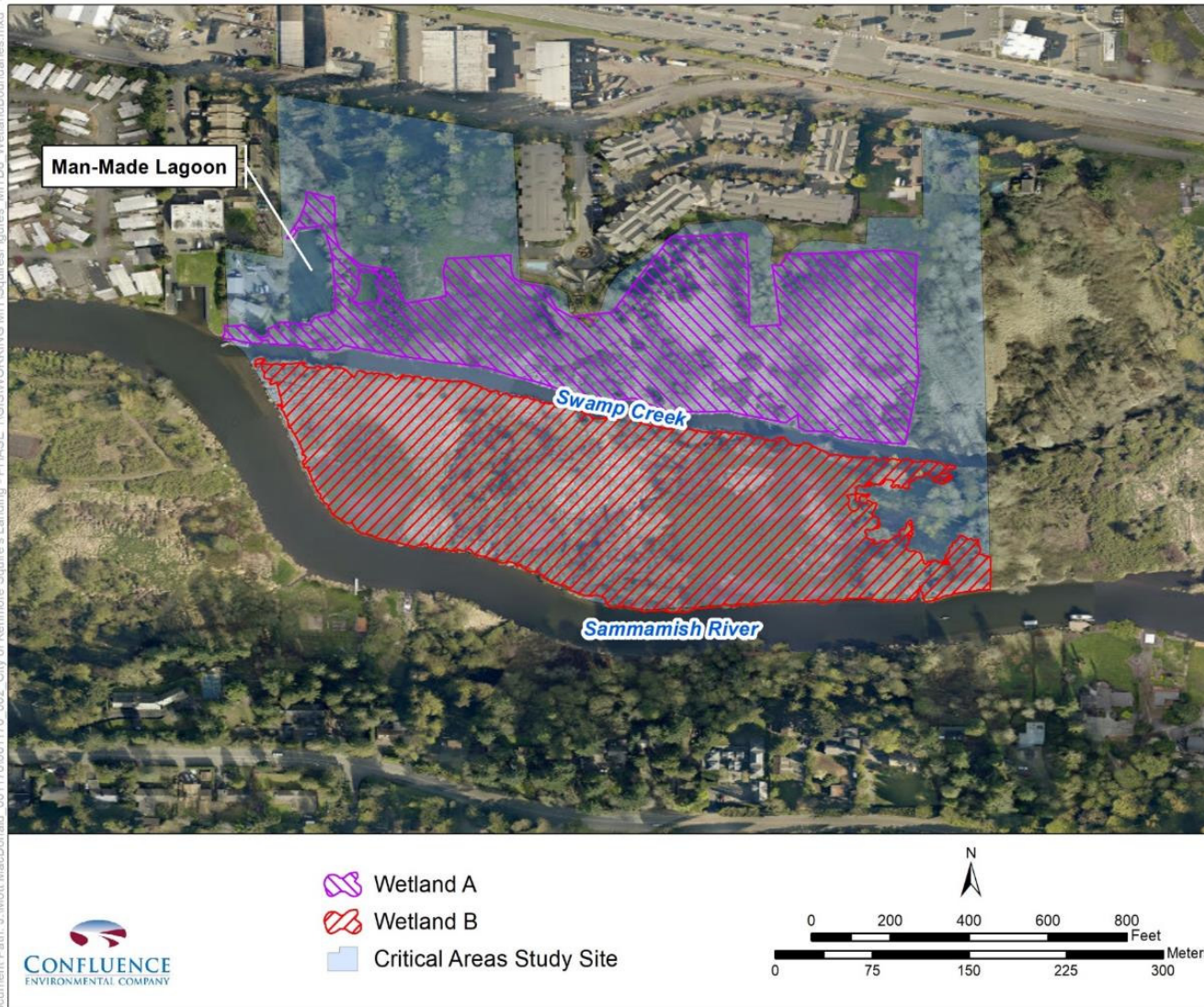


Figure 6. Wetland Boundaries Squire's Landing Park
7515 NE 175th Street,
Kenmore WA 98028

MJ Agreement Packet - Kenmore - Squires

Final Audit Report

2020-11-25

Created:	2020-11-25
By:	Jessica Saavedra (Jessica.Saavedra@kingcd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASryFNLGiGtKb6j9sn6MNOgcpl0KgQuhg

"MJ Agreement Packet - Kenmore - Squires" History

-  Document created by Jessica Saavedra (Jessica.Saavedra@kingcd.org)
2020-11-25 - 7:30:23 PM GMT- IP address: 98.203.246.147
-  Document emailed to Eric Frimodt (efrimodt@insleebest.com) for signature
2020-11-25 - 8:05:04 PM GMT
-  Email viewed by Eric Frimodt (efrimodt@insleebest.com)
2020-11-25 - 9:07:29 PM GMT- IP address: 209.63.25.21
-  Document e-signed by Eric Frimodt (efrimodt@insleebest.com)
Signature Date: 2020-11-25 - 9:10:00 PM GMT - Time Source: server- IP address: 209.63.25.21
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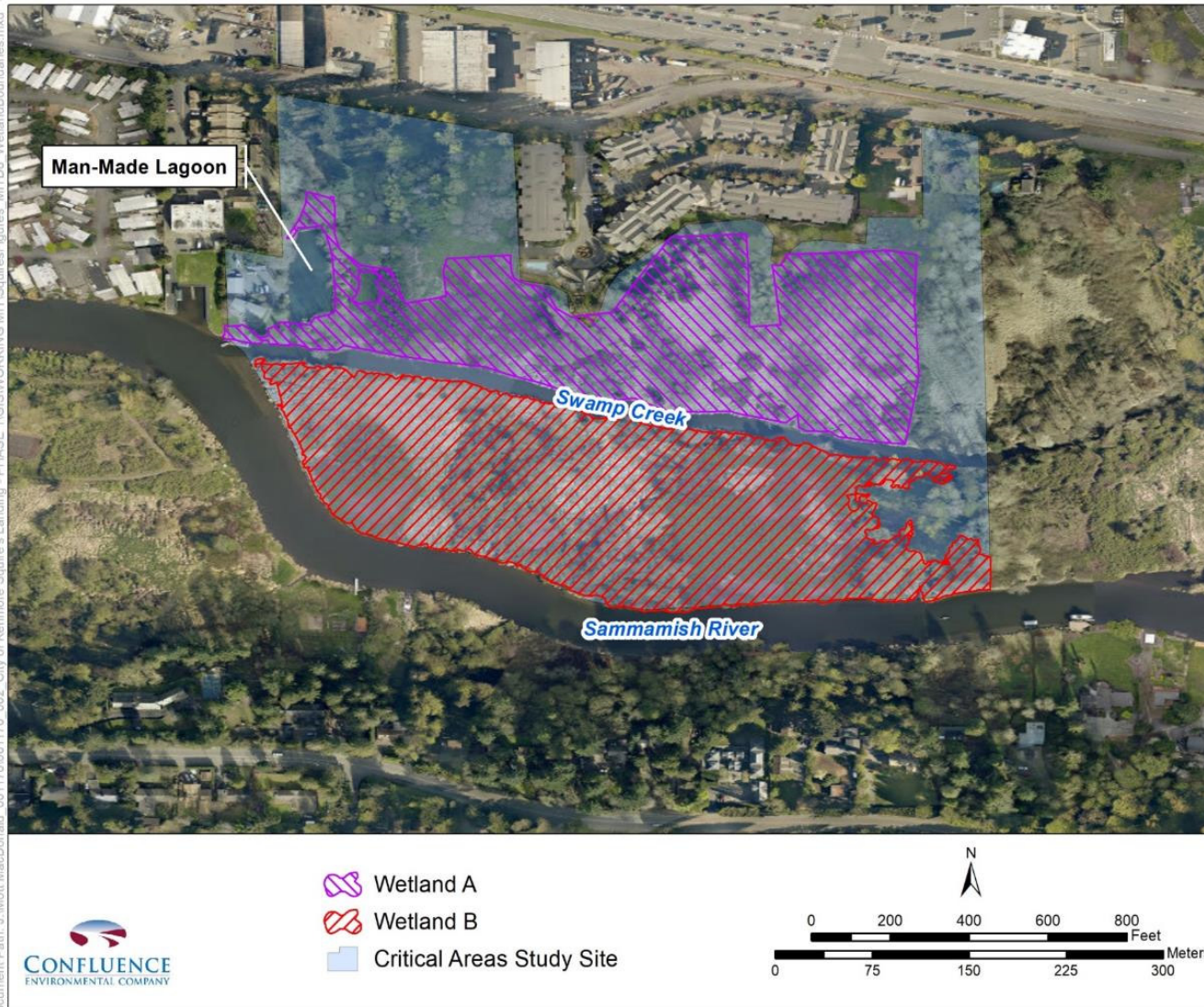


Figure 6. Wetland Boundaries Squire's Landing Park
7515 NE 175th Street,
Kenmore WA 98028



Figure 11. Shoreline Restoration Conceptual Design

KCD Grant Application Element (13) Lagoon Shoreline Restoration

September 2020

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$$\text{KCD } \$5,000 + \text{City Match } \$65,452 = \$70,475$$

VII. B. Authorize the City Manager to execute the 2020 King Conservation...

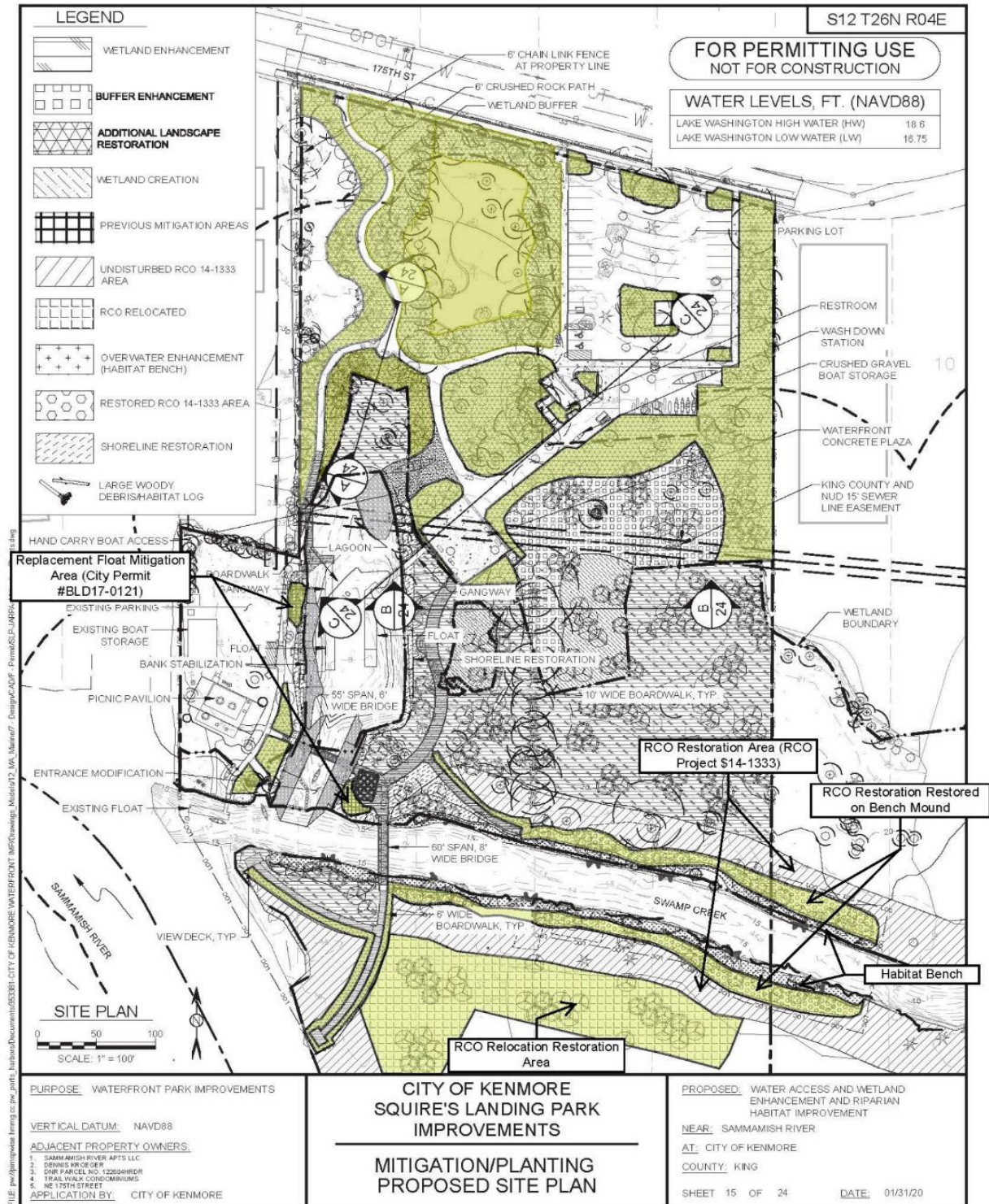


Figure 12. Changes to Existing Restoration Areas, Previous Mitigation Areas, and Additional Landscape Restoration

Source: J.A. Brennan 2019

KCD Grant Application Element (14) Upland & Riparian Restoration

September 2020

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$$\text{KCD } \$180,000 + \text{City Match } \$39,975 = \$219,975$$

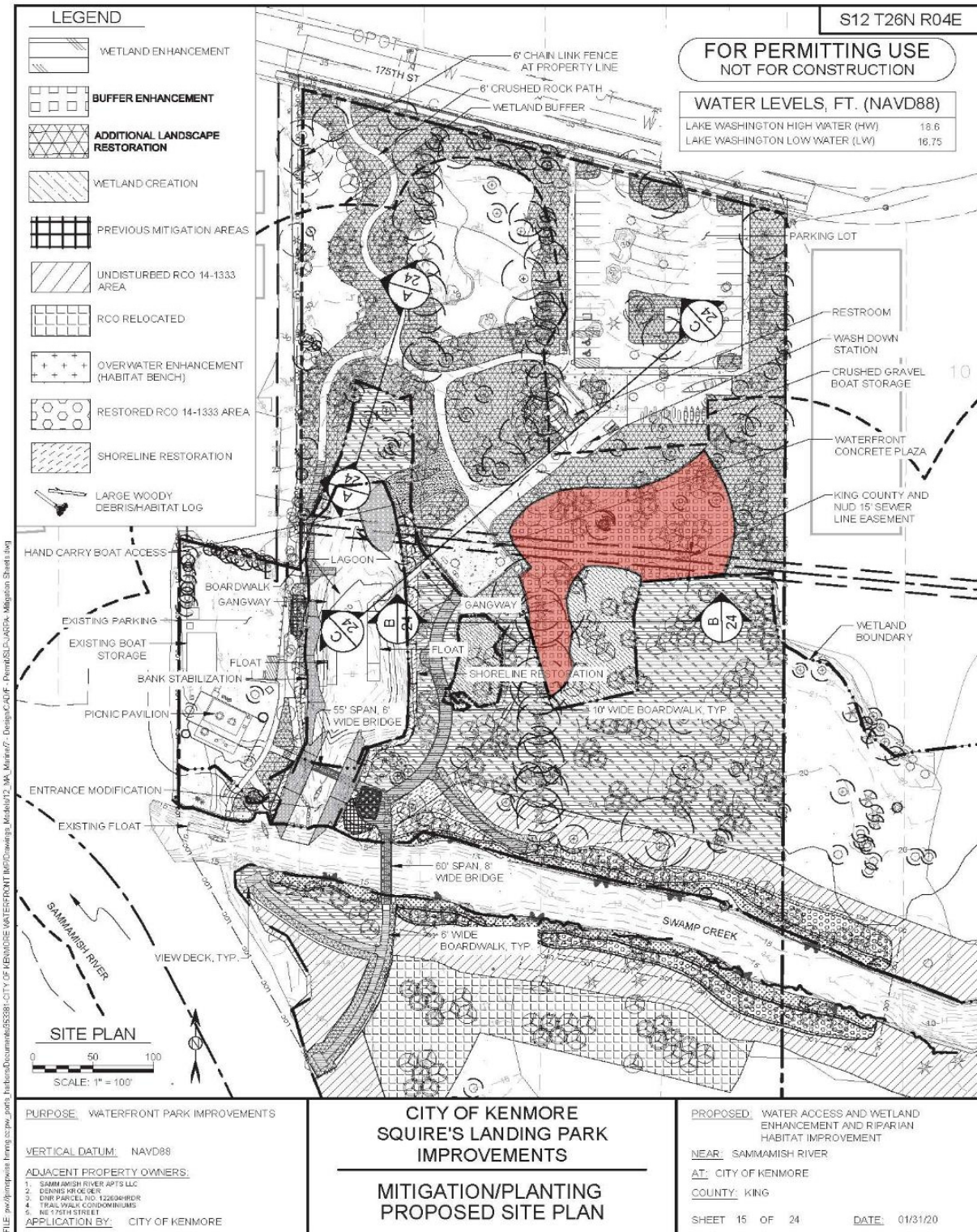


Figure 9. Buffer Enhancement Conceptual Design Location

Source: J.A. Brennan 2019

Source: J.A. Brennan 2019

KCD Grant Application Element (14) Riparian Buffer Enhancement

September 2020

KCD \$3,000 + City Match \$382,375 = \$385,375

Page 45

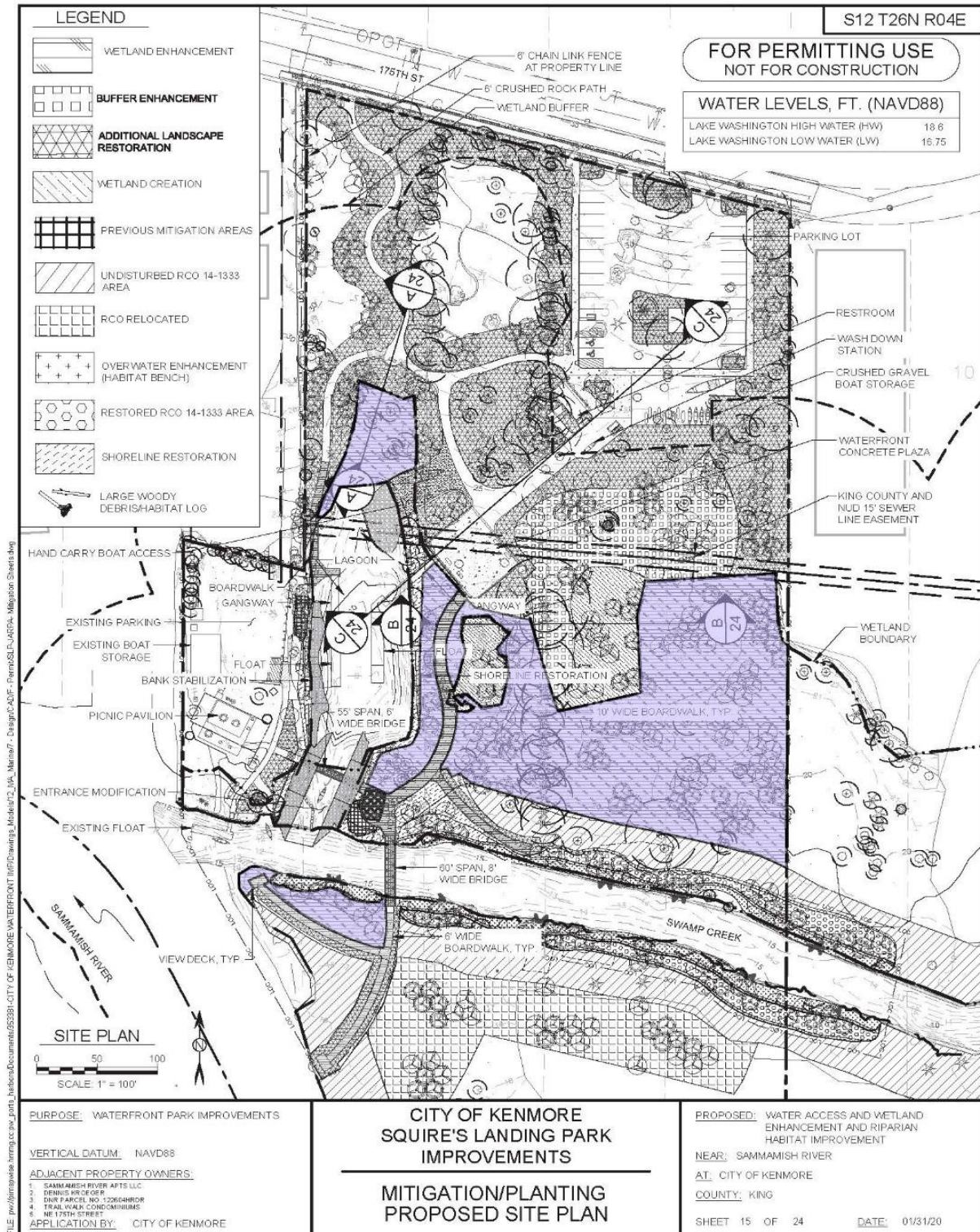


Figure 8. Wetland Enhancement Conceptual Design

Source: J.A. Brennan 2019

KCD Grant Application Element (14) Riparian Restoration -Wetland Enhancement

September 2020

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KCD \$3,000 + City Match \$382,375 = \$385,375



Figure 7. Wetland Creation Conceptual Design
Source: J.A. Brennan 2019

KCD Grant Application Element (14) Riparian Restoration -Wetland Creation

September 2020

KCD \$3,000 + City Match \$382,375 = \$385,375

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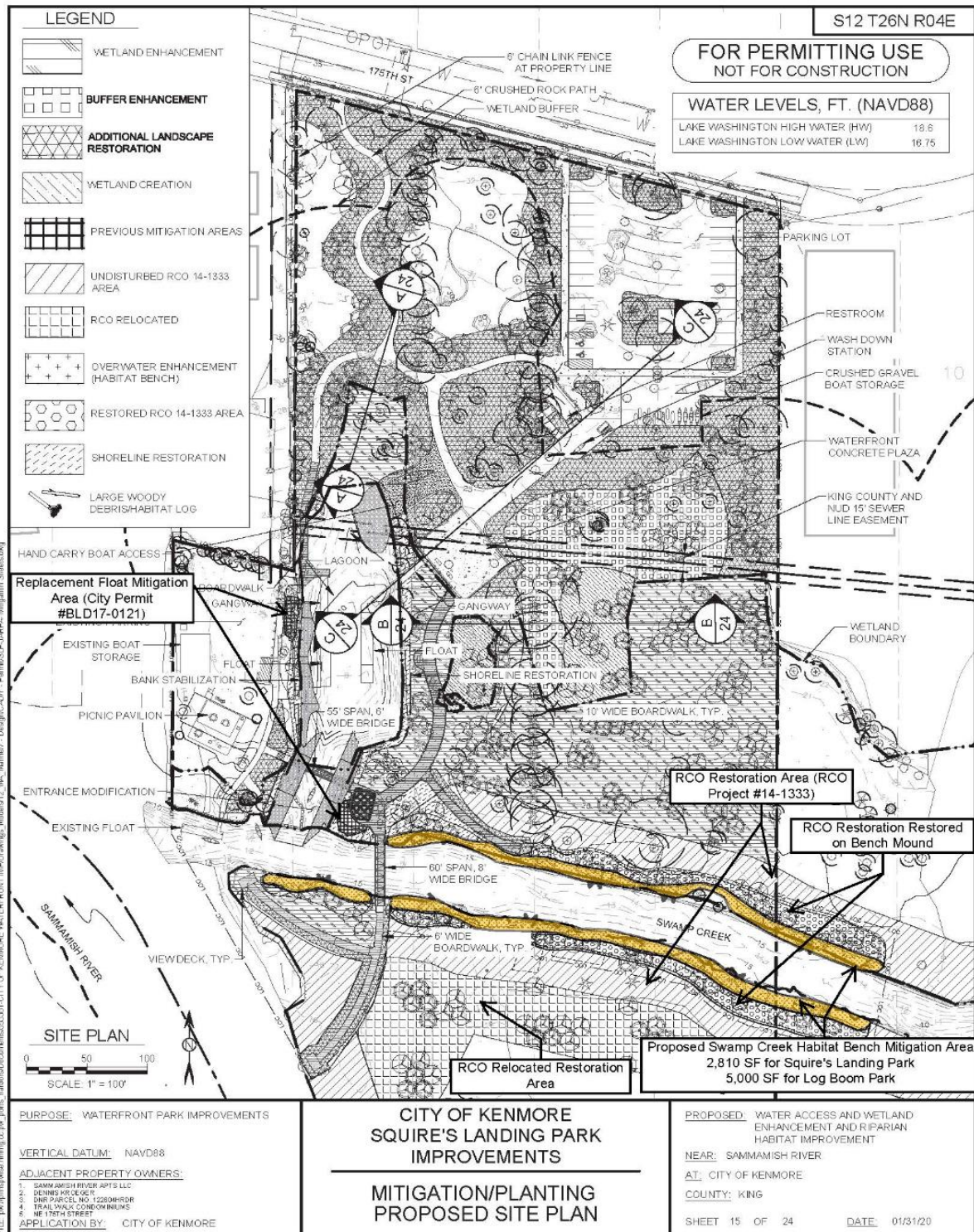


Figure 10. Habitat Bench Conceptual Design

Note: Area shown for mitigation includes Squire's Landing Park (2,810 SF) and Log Boom Park (5,000 SF).

KCD Grant Application Element (15) In-Water Swamp Creek Habitat Benches

September 2020

Page 48

$$\text{KCD } \$5,000 + \text{City Match } \$101,980 = \$106,980$$

the conditions associated with Swamp Creek. Equipment used during construction will include a bucket excavator, floating barge, floating or land-based hammer, and dump truck.

Debris obtained from the excavation work will be removed from the Project site and disposed of at an upland approved location. LWD removed from riparian areas and above OHWM will be placed at appropriate locations in the man-made lagoon (not at the lagoon entrance) or along the Swamp Creek habitat benches.

2.4.12 Maintenance of Existing Bank Stabilization

Along 200 feet of the western shoreline of the man-made lagoon, there is an existing non-engineered stone bulkhead above and below OHWM. A portion of the existing bulkhead is on property that is not included in the proposed Project. Retaining the shoreline stabilization is needed to protect the shoreline from erosion by foot traffic of park visitors. The bank of the man-made lagoon supports fishing from the shore and access to dragon boats when tied up between float and shore during all water levels.

During modifications to the lagoon entrance, approximately 120 feet of the stone bulkhead will be removed. The slope cannot be graded to a flat slope sufficient to prevent erosion in this area due to the limited upland space. Therefore, cobble will be placed on the western shoreline to stabilize the slope. The design will use the smallest material possible to stabilize this slope to minimize potential impacts to the adjacent wetland. The footprint of the cobble will be larger than the existing stone bulkhead to achieve a flat, more stable slope. The layer of cobble will be placed below OHWM using land-based equipment. Above OHWM the slope will be regraded and restored as part of the lagoon shoreline restoration work.

During bank stabilization work, BMPs for erosion control and in-water work windows will be implemented (see Section 2.6 below). Equipment used during construction will include an excavator, gator truck, and dump truck.

2.4.13 Lagoon Shoreline Restoration

The lagoon is an existing man-made feature composed of overly steepened side slopes and invasive plant species. The shoreline and riparian areas determined to not need bank stabilization will be improved to provide restoration. This will include excavation of over-steepened slopes, placement of topsoil and short-term erosion control fabric to provide short-term stabilization, removal of invasive species, and replanting with native plants and shrubs. Additional details of the lagoon shoreline restoration proposed as mitigation is provided in Section 4.4.3.

For the lagoon shoreline restoration, construction work will occur above OHWM, no land-based equipment will enter the water. Excavation will be accomplished using mechanical equipment operated from the uplands. The excavated material will be placed into an upland staging area

(outside of the OHWM). Jute mat, coir logs, topsoil, and riparian plantings may be used for restoration.

During restoration work, BMPs for erosion control will be implemented (see Section 2.6 below). Temporary erosion control measures such as jute mat and coir logs will be installed along the perimeter of the lagoon to stabilize the restored shoreline. Equipment used during construction will include an excavator, gator truck, and dump truck.

2.4.14 Upland and Riparian Plantings

The purpose of the upland and riparian plantings is to improve the functionality of the existing forested wetland and riparian areas, which will be used as mitigation for the proposed Project within wetlands and buffers. Throughout the park, native trees and shrubs will be planted, which will result in an 89,205-SF (2.05 acres) increase of new or restored/improved vegetated area associated with Project mitigation, and the potential to improve an additional 94,780 SF (2.18 acres) of landscape restoration throughout the Project site. These areas also include removal of invasive species, including English ivy (*Hedera helix*), reed canarygrass, and Himalayan blackberry. Once established, the new riparian plantings will provide shade, overhanging cover, and a source of organic matter for Swamp Creek and the Sammamish River. Trees will also be planted throughout the park.

New plantings are proposed to be native Washington species. The complete list of species is outlined in Section 4.0 below and includes 33 species such as flowering dogwood (*Cornus nuttallii*), cascara buckthorn (*Rhamnus purshiana*), western red cedar, tall Oregon grape (*Mahonia aquifolium*), and mock orange (*Philadelphus lewisii*).

During the upland and riparian plantings, BMPs for erosion control and in-water work control will be implemented (see Section 4.6 below). Equipment used during construction will include rototiller and gator truck.

2.4.15 Habitat Benches Along Swamp Creek

The purpose of the habitat benches is to improve the function of the aquatic habitat along Swamp Creek. The habitat benches are designed to provide vegetated, shallow-water refuge areas along the shoreline for out-migrating juvenile salmonids. Both the Sammamish River and Swamp Creek have been straightened and channelized. According to R2 (2017), the primary months when juvenile salmon and steelhead outmigration occurs is April, May and June. Unpublished habitat suitability criteria data collected by R2 for juvenile salmonids in quiescent off-channel habitats indicate a minimum design depth of 2 feet is needed to provide habitat for juvenile salmonids (R2 2017).

The elevation of the benches are set at an elevation range of 16.5 to 17.5 feet. OHWM occurs at an elevation of 18.6 feet, with low water occurring at 16.7 feet. The benches will be constructed

using land-based equipment. The banks will be graded into benches by excavating material along the shoreline and placing it in mounds in the uplands. Excavation will take place below OHWM. No fill will be used and all excavated material will be used on-site. No material will be placed below OHWM. Additional details of the habitat benches along Swamp Creek proposed as mitigation is provided in Section 4.4.2.

To construct the benches, a mini excavator will be transported to site using a floating low-draft barge to minimize effects to the wetlands. The mini excavator will work within the footprint of the habitat benches to minimize effects to the adjacent wetlands. Temporary effects to the adjacent wetlands may occur if the mini excavator needs to travel outside the habitat bench footprint to avoid existing mature trees or other mature vegetation. Depending on the work season, habitat benches may be constructed in the dry (i.e., during the winter low), but a portion may need to be constructed when the lake level is high and water present. In-water work will be limited to a shallow area and generation of suspended sediment is expected to be low. A debris boom will be installed along the shoreline where the benches are actively being constructed. If the debris boom is not sufficient to meet water quality requirements, then a partial-depth floating silt curtain will be utilized.

BMPs and water quality protection measures will be implemented for conformance with the permit requirements (see Section 2.6 below). A water quality protection plan will be developed based on the contractor's proposed construction methods and site conditions. Equipment used during construction will include a mini-excavator and gator truck.

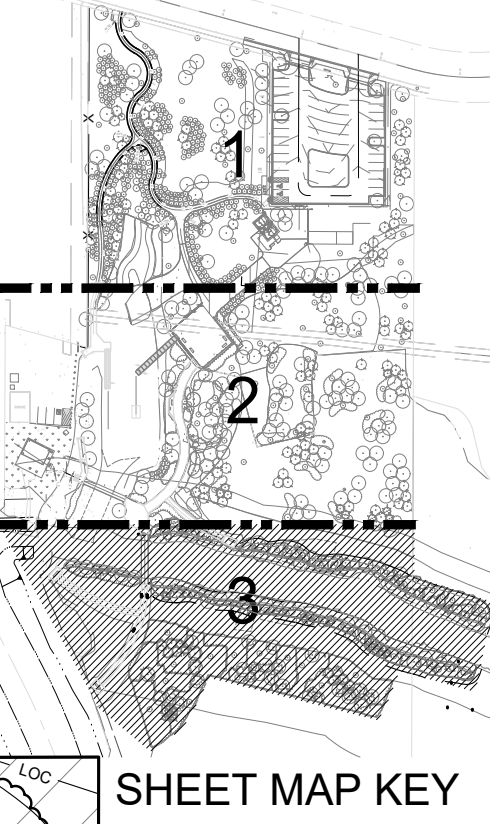
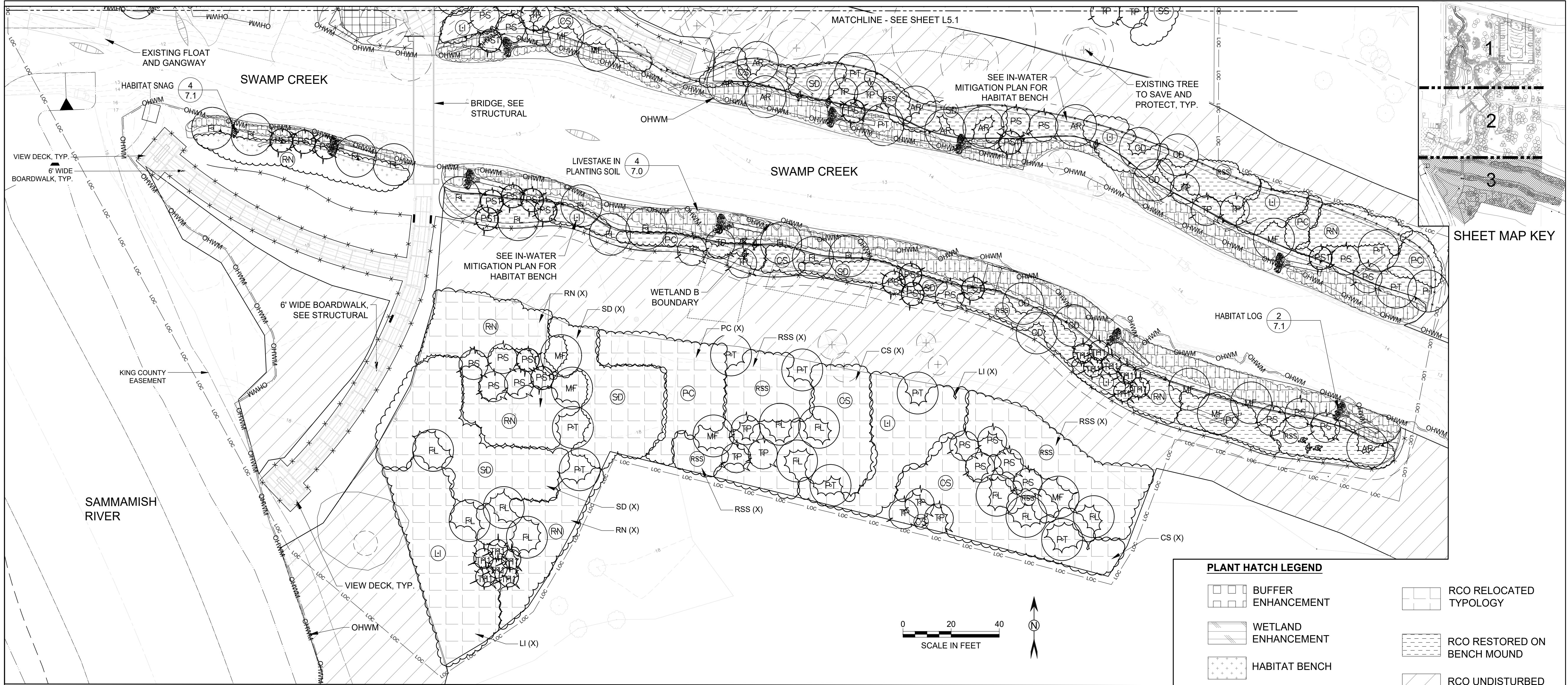
Debris obtained from the excavation work will be removed from the Project site and disposed of at an upland approved location. LWD removed from riparian areas and above OHWM will be placed at appropriate locations in the man-made lagoon (not at the lagoon entrance) or along the Swamp Creek habitat benches to improve habitat conditions for salmonids and other aquatic species.

2.4.16 *Miscellaneous Site Improvements*

The purpose of the miscellaneous site improvements is to both improve protection of on-site habitat by using fencing and signage that will separate public use of these sensitive areas and to improve the park experience and maintain park amenities. The miscellaneous improvements will include split-rail and cyclone fencing, picnic tables, park benches, trash receptacles, wayfinding signage, interpretive signage, and a kiosk. In addition, Kenmore is planning to add bird boxes within the park based on the expected species located in the area (e.g., native songbirds, ducks). Bird boxes also supports restoration opportunities for Swamp Creek identified in Kenmore's Restoration Plan.







RESTORATION AND EROSION CONTROL SEED MIXES

SEED MIX A - WETLAND SEED MIX EMERGENT MARSH (FOR WETLAND CREATION AREAS)		
QTY.	SCIENTIFIC NAME	COMMON NAME
20%	CAREX OBLINPTA	SLOUGH SEDGE
20%	GLYCERIA OCCIDENTALIS	NW MANNA GRASS
20%	JUNCUS EFFUSES	COMMON RUSH
20%	JUNCUS TENJIS	SLENDER RUSH
20%	SCRIPUS MICROCARPUS	SMALL FRUITED BULRUSH
SEED APPLICATION RATE: 1/2 POUND PER 1000 SQFT. NO NOXIOUS WEEDS. SHALL BE 98% PURE. MINIMUM GERMINATION OF 90%.		

SEED MIX B - WETLAND SEED MIX - WET MEADOW		
QTY.	SCIENTIFIC NAME	COMMON NAME
15%	CAREX OBLINPTA	SLOUGH SEDGE
25%	JUNCUS ENSIFOLIUS	DAGGER LEAF RUSH
5%	FESTUCA RUBRA VAR. ROEMERI	ROEMER'S RED FESCUE
10%	SCRIPUS MICROCARPUS	SMALL FRUITED BULRUSH
15%	GLYCERIA OCCIDENTALIS	NW MANNA GRASS
15%	AGROSTUS EXERATA	SPIKE BENTGRASS
15%	HORDUM BRANCHYANTHERUM	MEADOW BARLEY
SEED APPLICATION RATE: 1/2 POUND PER 1000 SQFT. NO NOXIOUS WEEDS. SHALL BE 98% PURE. MINIMUM GERMINATION OF 90%.		

SEED MIX C - UPLAND SEED MIX - WET MEADOW		
QTY.	SCIENTIFIC NAME	COMMON NAME
15%	AGROPYRON RIPARIUM	STREAMBANK WHEATGRASS
25%	BROMUS CARINATUS	CALIFORNIA BROME
5%	DESCHAMPSIA CAESPITOSA	TUFTED HAIRGRASS
10%	ELYMUS GLAUCUS	BLUE WILDRIE
15%	FESTUCA RUBRA RUBRA	NATIVE RED FESCUE
15%	AGROSTUS EXERATA	SPIKE BENTGRASS
15%	HORDUM BRANCHYANTHERUM	MEADOW BARLEY
SEED APPLICATION RATE: 4 POUNDS PER 1000 SQFT. NO NOXIOUS WEEDS. SHALL BE 98% PURE. MINIMUM GERMINATION OF 90%.		

SEED MIX C - LAWN SEED MIX - LAWN AREAS		
QTY.	SCIENTIFIC NAME	COMMON NAME
70%	3 WAY TURF TYPE PERENNIAL RYEGRASS	
15%	CREeping RED FESCUE	
15%	CHEWING FESCUE	
SEED APPLICATION RATE: 6 POUNDS PER 1000 SQFT. NO NOXIOUS WEEDS. SHALL BE 98% PURE. MINIMUM GERMINATION OF 90%.		

NOTES

SEE PLANT SCHEDULE ON SHEET L5.3

PLANT HATCH LEGEND

- BUFFER ENHANCEMENT
- WETLAND ENHANCEMENT
- HABITAT BENCH
- WETLAND CREATION
- PARK LANDSCAPE RESTORATION AREA
- WETLAND SHRUB MASSING
- BUFFER/ UPLAND SHRUB MASSING
- RCO RELOCATED TYPOLOGY
- RCO RESTORED ON BENCH MOUND
- RCO UNDISTURBED
- DECIDUOUS TREE
- CONIFER TREE
- EMERGENT MARSH MIX 1
- EMERGENT MARSH MIX 2

j.a. brennan
associates PLLC
Landscape Architects & Planners
2701 First Avenue, Suite 510
Seattle, WA 98121
t. 206.583.0620
f.206.583.0623



Project Number
353381

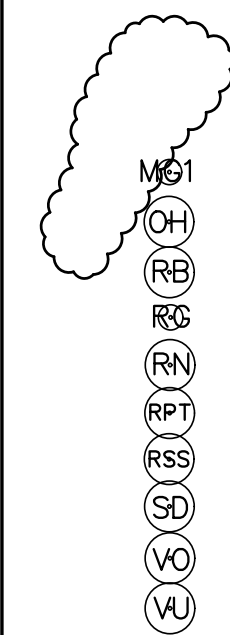
B/O
57

Total
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Drawn	J. Wohlers	Coordination	
Dwg check	-	Approved	
Scale at ANSI D	Status	Rev	Security
As Noted			
Drawing Number	L5.2		

City of Kenmore
Squire's Landing Park Waterfront and
Natural Open Space Access Project

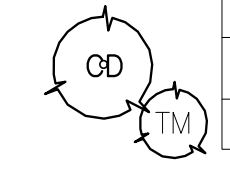
Planting Plan 3



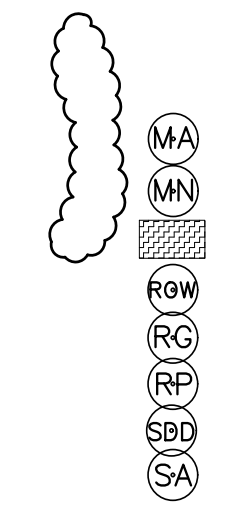
SMALL SHRUBS WETLAND ENHANCEMENT/ CREATION AREAS SPACE 3' - 4' O.C.								
QTY.	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	SPACING		
	EH	EQUISETUM HYEMALE	FALL SCOURING RUSH	1 GAL	CONTAINER	AS SHOWN		
	MG1	MYRICA GALE	SWEET GALE	1 GAL	CONTAINER	3' O.C.		
	OH	OPLOPANAX HORRIDUS	DEVIL'S CLUB	2 GAL	CONTAINER	3' O.C.		
	RB	RIBES BRACTEOSUM	BLUE CURRANT	4" POT	CONTAINER	3' O.C.		
	RG	ROSA GYMNOCARPA	BALDHP ROSE	1 GAL	CONTAINER	3' O.C.		
	RN	ROSA NUTKANA	NOOKTA ROSE	1 GAL	CONTAINER	4' O.C.		
	RPT	RUBUS PARVIFLORIS	THIMBLEBERRY	2 GAL	CONTAINER	4' O.C.		
	RSS	RUBUS SPECTABILIS	SALMONBERRY	2 GAL	CONTAINER	4' O.C.		
	SD	SPHRAEA DOUGLASSI	HARDHACK	1 GAL	CONTAINER	AS SHOWN		
	VO	VACCINIUM OVATUM	EVERGREEN HUCKLEBERRY	1 GAL	CONTAINER	3' O.C.		
	VU	VACCINIUM ULIGINOSUM SSP. OCCIDENTALE	WESTERN BLUEBERRY	1 GAL	CONTAINER	AS SHOWN		



HERBACEOUS PLANTS - BUFFER ENHANCEMENT/ UPLAND AREAS - SPACE 1' - 3' O.C.						
QTY.	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	SPACING
	AF	AQUILEGIA FORMOSA	WESTERN COLUMBINE	4" POT	CONTAINER	12" O.C.
	AD	ARUNCUS DIODICIS	GOATS' BEARD	1 GAL	CONTAINER	AS SHOWN
	AS	ASTER SUBSPICATUS	DOUGLAS' ASTER	4" POT	CONTAINER	AS SHOWN
	AFF	ATHYRIUM FILIX-FEMINA	LADY FERN	1 GAL	CONTAINER	30" O.C.
	BS	BLECHNUM SPICANT	DEER FERN	4" POT	CONTAINER	AS SHOWN
	CQ	CAMASSIA QUAMASH	COMMON CAMAS	4" POT	CONTAINER	AS SHOWN
	EM	ELYMUS MOLLIS	DUNEGRASS	4" POT	CONTAINER	18" O.C.
	EH	EQUISETUM HYMALE	SCOURING RUSH	4" POT	CONTAINER	18" O.C.
	ID	IRIS DOUGLASSIANA	DOUGLAS IRIS	4" POT	CONTAINER	12" O.C.
	IT	IRIS TENAX	OREGON IRIS	4" POT	CONTAINER	AS SHOWN
	AL	LUPINUS ARCTICUS	ARCTIC LUPINE	1 GAL	CONTAINER	12" O.C.
	LL	LUPINUS LITTORALIS	SEASHORE LUPINE	1 GAL	CONTAINER	AS SHOWN
	OO	OXALIS OREGANA	REDWOOD SORREL	4" POT	CONTAINER	AS SHOWN
	PA	PENSTEMON ACUMINATUS	SAND PENSTEMON	1 GAL	CONTAINER	18" O.C.
	PM	POLYSTICHUM MINUTUM	SWORD FERN	1 GAL	CONTAINER	AS SHOWN
	SC	SOLIDAGO CANADENSIS	GOLDENROD	4" POT	CONTAINER	18" O.C.



CONIFER ORNAMENTAL TREES OUTSIDE CRITICAL AREA SPACE 8' - 30' O.C.						
QTY.	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	SPACING
--	CD	CALOCEDRUS DEGRENIUS	INCENSE CEDAR	7-8' (S GAL.)	B & B	AS SHOWN
	TM	TSUGA MERTENSIANA	MOUNTAIN HEMLOCK	XXX	B & B	AS SHOWN



SMALL SHRUBS BUFFER ENHANCEMENT/ UPLAND AREAS SPACE 3' - 4' O.C.						  	
QTY.	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	SPACING	
	MA	MAHONIA AQUIFOLIUM	LOW OREGON GRAPE	1 GAL	CONTAINER	AS SHOWN	
	MN	MAHONIA NERVOSA	LONGLEAF MAHONIA	1 GAL	CONTAINER	AS SHOWN	
	MR	MAHONIA REPENS	CREeping OREGON GRAPE	1 GAL	CONTAINER	AS SHOWN	
	ROW	RHODODENDRON OCCIDENTALE	WESTERN AZALEA	2 GAL	CONTAINER	AS SHOWN	
	RG	ROSA GYMNOCARPA	BALDPI ROSE	1 GAL	CONTAINER	AS SHOWN	
	RP	ROSA PISOCARPA	CLUSTERED ROSE	1 GAL	CONTAINER	AS SHOWN	
	SD	SPIRAEA DENSIFLORA	SUBALPINE SPIRAEA	1 GAL	CONTAINER	AS SHOWN	
	SA	SYMPHORICARPOS ALBUS	SNOWBERRY	1 GAL	CONTAINER	3' O.C.	

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

Subject/Topic:

Agreement 21-C2233 providing stormwater system cleaning, vactor services and pipe inspection.

For Council Meeting Agenda of: January 19, 2021

Department: Public Works

Prepared by: Richard Sawyer, Environmental Services Manager

Proposed Council Action/Motion:

Authorize the City Manager to execute Agreement 21-C2233 in an amount not to exceed \$299,999 for stormwater system cleaning, vactor services and pipe inspection.

Approved by Department Head:

Initial & Date

RS

Approved by City Attorney:

NA

Approved by Finance Director:

Approved by City Manager:

RK via email 1/5

Exhibits/Attachments: NA

INFORMATION/BACKGROUND:

The City is responsible for inspection and maintenance of stormwater facilities, which include over 73 miles of stormwater pipe, 4,300 catch basins and numerous tanks, vaults, ponds and water quality structures. In order to maintain compliance with City maintenance standards, permit requirements, prevent flooding and protect water quality, the City must clean and inspect stormwater facilities regularly.

The City has previously contracted with several vactor companies, including most recently, Olson Brothers Pro-Vac, Bravo Environmental, Inc., and Innovative Vacuum Services, Inc. for stormwater system cleaning, vactor services and pipe inspection. The City advertises for an agreement every two to three years in order to provide competitive and fair opportunities to all contractors. The most recent Invitation to Bid for the new 2021-2022 contract was won by Action Services Corporation.

FISCAL CONSIDERATION:

The City's approved 2021-2022 biennium budget has \$616,000 allocated for stormwater facility maintenance, of which this agreement for an amount not to exceed \$299,999 is a component of.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #10 – Protect and enhance the climate, water, air and forest environment.



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic:

68th Avenue NE Pedestrian and Bicycle Safety Improvements - Construction Contract Award

Proposed Council Action/Motion:

Authorize the City Manager to execute Contract 20-C2143 with KLB Construction in the amount of \$8,904,743.47 to construct the 68th Avenue NE Pedestrian and Bicycle Safety Improvements (T-42) project, plus a 10% construction contingency for total contract authorization of \$9,805,000.

For Council Meeting Agenda of: 01/19/2021

Department: Engineering

Prepared by: Kent Vaughan

To Be Presented By: Kent Vaughan

Initial & Date

Approved by Department Head: JFV 12/16/2020

Approved by City Attorney: N/A

Approved by Finance Director: [Signature]

Approved by City Manager: RK via e-mail

Exhibits/Attachments:
N/A

INFORMATION/BACKGROUND: The project was advertised for bids on October 27, 2020. Bids were opened on December 8, 2020. The City received 8 bids. The apparent low bid was submitted by KLB Construction in the amount of \$8,904,743. Refer to Table 1 below for the bid results. Schedule A consists of the City contract work. Schedule B consists of the Northshore Utility District (NUD) water and sanitary sewer contract work incorporated into the project through Interlocal Agreement.

Bid Position	Contractor	Schedule A (City)	Schedule B (NUD)	Total Bid Amount
1	KLB	\$6,759,099.20	\$2,145,644.27	\$8,904,743.47
2	R. L. Alia	\$6,769,436.75	\$2,573,675.50	\$9,343,112.25
3	Pellco	\$7,966,788.00	\$2,021,657.00	\$9,988,445.00
4	Marshbank	\$7,984,799.00	\$2,312,079.00	\$10,296,878.00
5	Granite	\$8,183,701.30	\$2,945,090.50	\$11,128,791.80
6	James W. Fowler	\$8,802,722.10	\$2,546,497.80	\$11,349,219.90
7	ACI	\$8,981,344.90	\$2,968,604.10	\$11,949,949.00
8	Cascade Civil	\$9,525,041.20	\$3,431,002.30	\$12,956,043.50
Engineer's Estimate (EE)		\$7,842,716.70	\$2,516,393.00	\$10,359,109.70
Cost Savings (EE - Low Bid)		\$1,083,617.50	\$370,748.73	\$1,454,366.23

Staff has reviewed the low bid proposal and deemed the bid responsive and has reviewed the Contractor's qualifications and deemed the Contractor responsible.

SCHEDULE: In accordance with the contract documents, the City has 45 calendar days after the bid opening to award the project.

STAFF RECOMMENDATION: Staff recommends that City Council authorize the City Manager to execute Contract 20-C2143 with KLB Construction in the amount of \$8,904,743.47 to construct the 68th Avenue NE Pedestrian and Bicycle Safety Improvements (T-42) project, plus a 10% construction contingency for total contract authorization of \$9,805,000.

FISCAL CONSIDERATION:

The project's budgeted and secured revenue sources are listed below:

TOTAL REVENUES		
Funding Description	Amount	Phase
City of Kenmore Public Bond Measure (Walkways & Waterways)	\$ 5,100,000.00	Design/Construction
Dept. of Ecology	\$ 1,054,950.00	Design/Construction
City REET	\$ 2,845,050.00	Construction
City Strategic Opportunity Fund	\$ 1,333,503.00	Construction
Northshore Utility District (estimate)	\$ 2,656,642.00	Construction
	\$ 12,990,145.00	

Staff adjusting the project budget and accounting for the low bid, projected expenditures have decreased, resulting in a project budget surplus of approximately \$800,000.

NOTE: Like past projects, the City will enter into an interlocal agreement with the Northshore Utility District that requires them to reimburse the City for all water and sanitary sewer costs, including a proportional share of the City's Contract Schedule A costs for mobilization, traffic control and erosion control. Construction management costs associated with implementing District work will also be reimbursed to the City.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 1: Focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

Council goal 4: Implement the Walkways and Waterways projects.

Walkways & Waterways

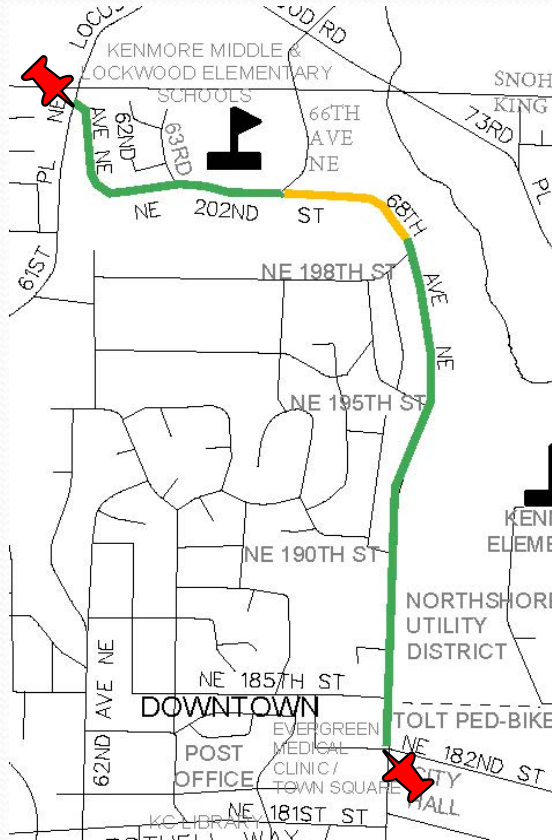
68th Avenue NE Pedestrian and Bicycle Safety Improvements Project Update

Kent Vaughan, Senior Civil Engineer
John Vicente, City Engineer

Presentation Outline:

- 68th Avenue NE project scope, status, schedule and planned construction detours
- Request Council action to approve construction contract

68th Avenue NE Project Scope



Project limits:

- NE 182nd Street to 61st Place NE

Project length:

- Approximately 7,000 feet (1.32 miles)

Project budget:

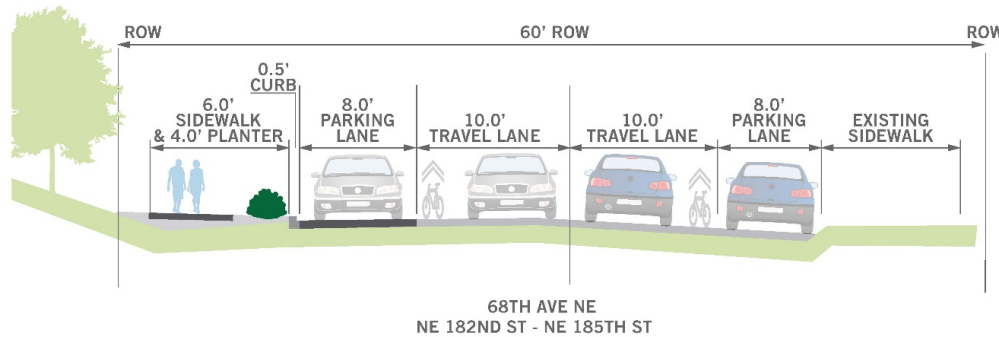
- ~13M (Funding: 70% City, 20% NUD, 10% DOE)

Project components:

- Curb & gutter, sidewalk
- Bike lanes
- Storm drainage pipe / detention vaults in rdwy
- Retaining walls
- Tree removal
- Paving (full width overlay)
- Paint re-striping / signing
- Utility relocation (water / sanitary sewer)
- Mitigation planting in Wallace SC Park
- Boardwalks over sensitive areas
- Private property restoration (driveways)

68th Avenue NE Project Scope

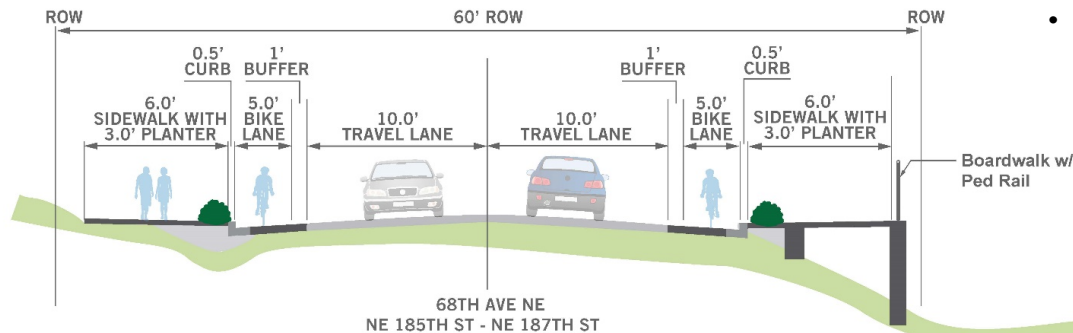
LOOKING NORTH



Sidewalk Highlights:

- One side (except in Downtown area, both sides)
- 3 – 4-foot-wide landscaped amenity zone w/ irrigation behind curb up to NE 187th Street
- Boardwalk over wetland area fronting NUD Headquarters

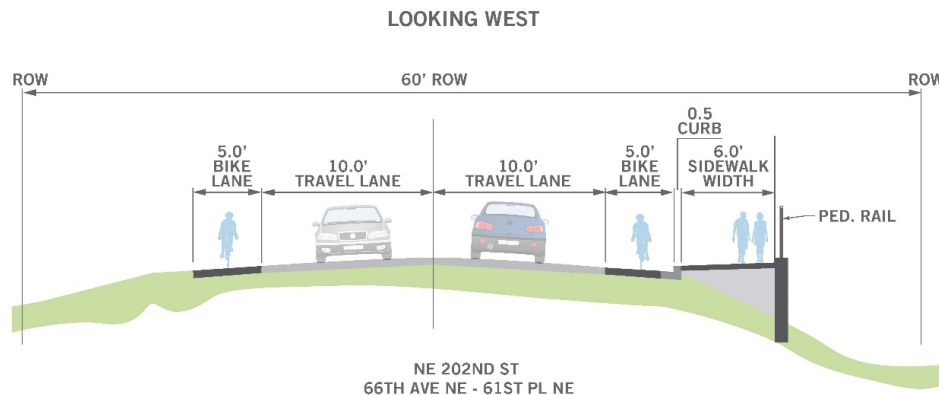
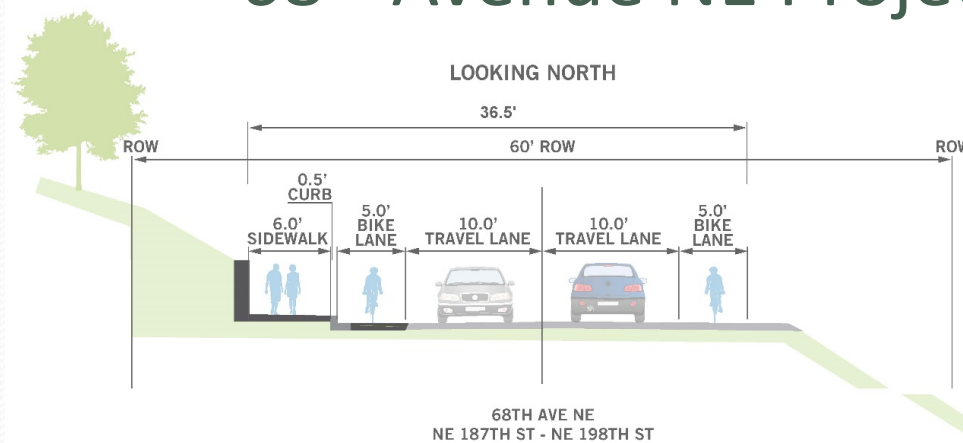
LOOKING NORTH



Bike lane Highlights:

- Both sides
- Bike lane buffer (1') up to NE 187th Street

68th Avenue NE Project Scope



Sidewalk Highlights:

- One side only
- 68th Avenue NE up to NE 198th Street, west side
- NE 202nd Street (66th Avenue NE to 61st Place NE), north side
- No amenity zone. Reduced roadway width approved by Council in 2019 due to steep slopes, stream impacts, steep driveway transitions and cost.
- Several retaining walls
- Boardwalk over Blueberry Creek stream buffer (62nd Avenue NE)

Bike lane Highlights:

- Both sides
- No buffers

68th Avenue NE Project Status

Project Status: Design complete, permits secured. Opened bids on December 8, 2020.

Bid Position	Contractor	Schedule A (City)	Schedule B (NUD)	Total Bid Amount
1	KLB	\$6,759,099.20	\$2,145,644.27	\$8,904,743.47
2	R. L. Alia	\$6,769,436.75	\$2,573,675.50	\$9,343,112.25
3	Pellco	\$7,966,788.00	\$2,021,657.00	\$9,988,445.00
4	Marshbank	\$7,984,799.00	\$2,312,079.00	\$10,296,878.00
5	Granite	\$8,183,701.30	\$2,945,090.50	\$11,128,791.80
6	James W. Fowler	\$8,802,722.10	\$2,546,497.80	\$11,349,219.90
7	ACI	\$8,981,344.90	\$2,968,604.10	\$11,949,949.00
8	Cascade Civil	\$9,525,041.20	\$3,431,002.30	\$12,956,043.50
Engineer's Estimate (EE)		\$7,842,716.70	\$2,516,393.00	\$10,359,109.70
Cost Savings (EE - Low Bid)		\$1,083,617.50	\$370,748.73	\$1,454,366.23

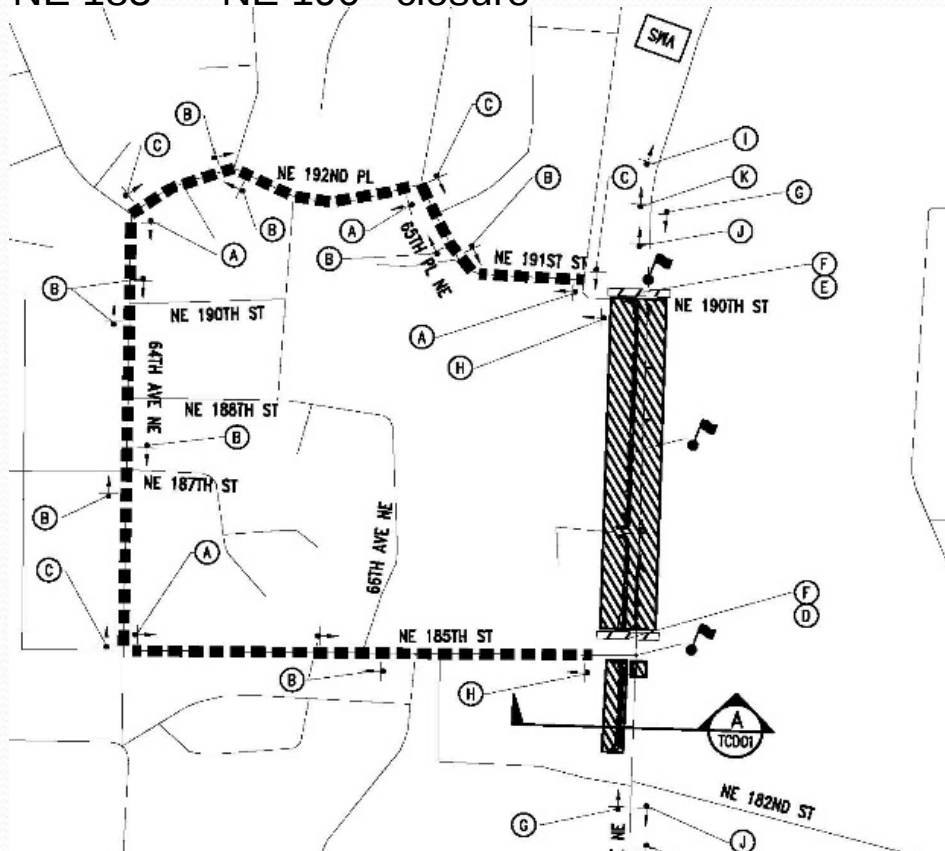
68th Avenue NE Project Schedule

Project Schedule



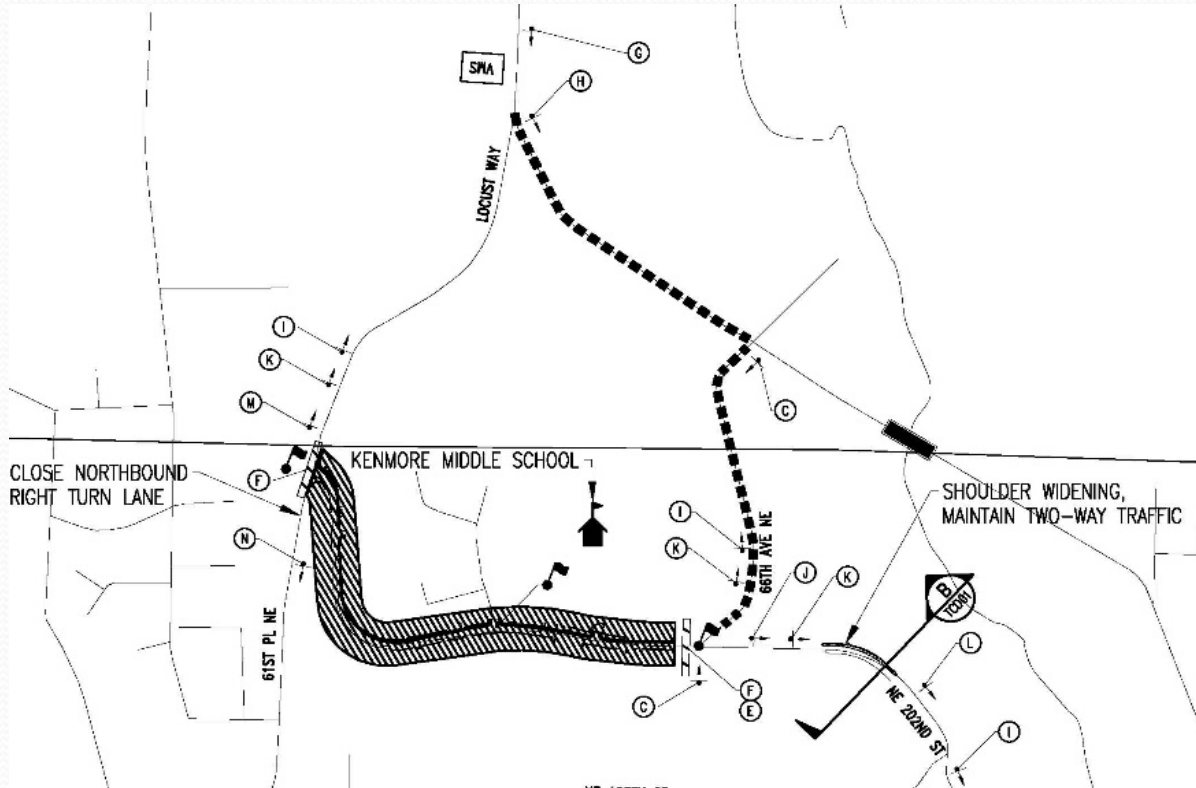
Planned 68th Construction Detours

NE 185th – NE 190th closure



Planned 202nd Construction Detour

61st PL NE – 66th Ave NE Closure



Staff Recommendation

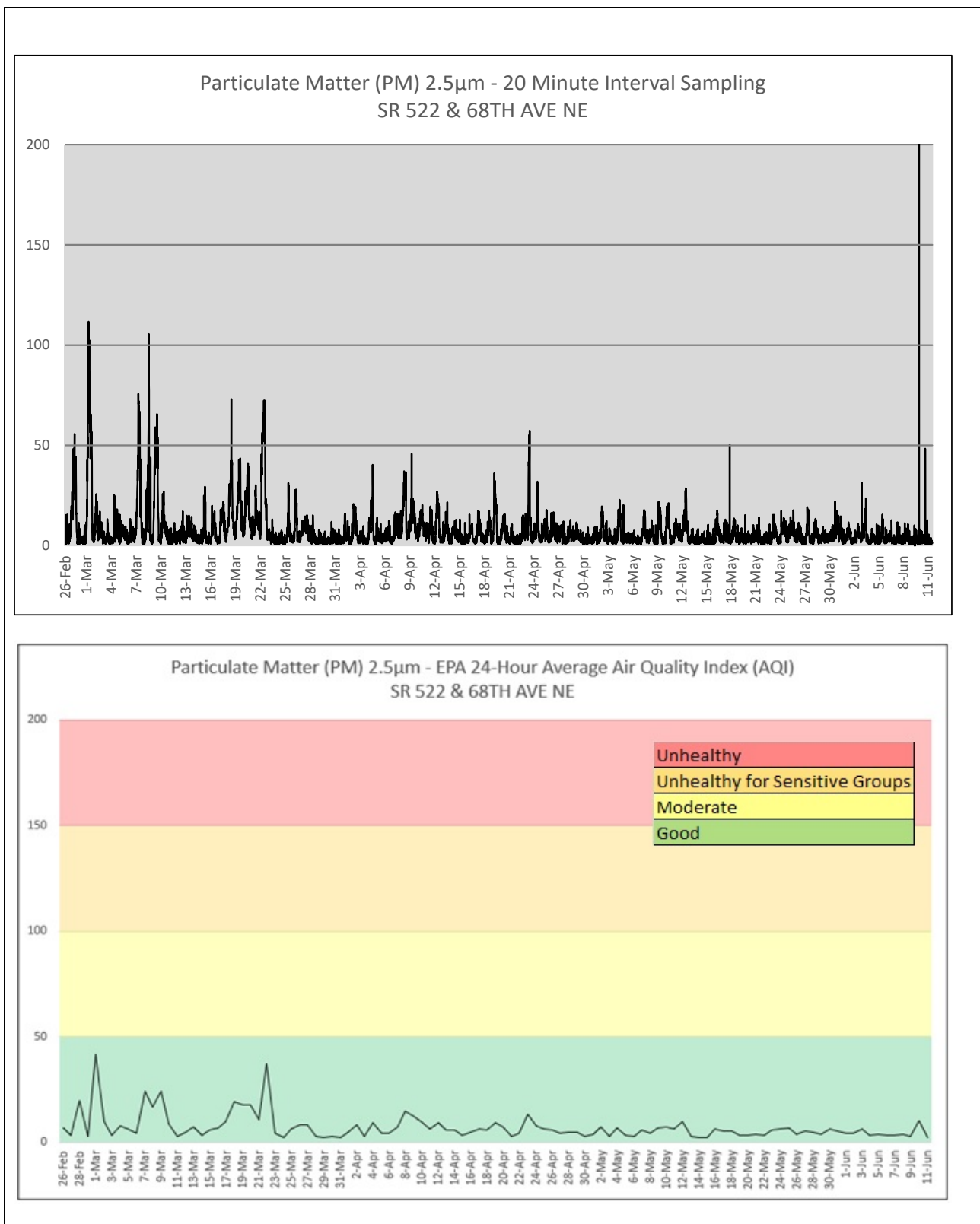
- Authorize the City Manager to execute Contract 20-C2143 with **KLB Construction** in the amount of \$8,904,743.47 to construct the 68th Avenue NE Pedestrian and Bicycle Safety Improvements (T-42) project, plus a 10% construction contingency for total contract authorization of \$9,805,000.

Questions?



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

Subject/Topic: Update on partnership with Microsoft Research regarding air quality sensors deployed in Kenmore, WA. Proposed Council Action/Motion: No Council action is needed.	For Council Meeting Agenda of: January 19, 2021 Department: Public Works, Env Services Division Prepared by: Richard Sawyer, Env Services Manager <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">RS</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">NA</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK via email 1/11</td></tr> </table> Exhibits/Attachments:		<u>Initial & Date</u>	Approved by Department Head:	RS	Approved by City Attorney:	NA	Approved by Finance Director:	N/A	Approved by City Manager:	RK via email 1/11
	<u>Initial & Date</u>										
Approved by Department Head:	RS										
Approved by City Attorney:	NA										
Approved by Finance Director:	N/A										
Approved by City Manager:	RK via email 1/11										
Microsoft Research (MR) developed compact, low cost and easily deployable air quality sensors that could be used in a variety of environments to collect data for several air quality parameters. MR needed a test environment to deploy their prototype sensors in order to collect data in real-life conditions, so they partnered with the City to deploy sensors in various locations throughout the city in exchange for free access to data. Poor air quality is a concern of many urban residents and MR's goal is to provide a radical increase (10x - 100x) in the geographic granularity of environmental sensing in cities in support of a variety of public health scenarios. Several sites were identified for sensor placement and the first round of data collection was completed from February 26, 2020 to June 11, 2020. Each sensor collects data on humidity, temperature, and particulate matter at three scales including 1, 2.5 and 10 microns (represented as PM₁, PM_{2.5} and PM₁₀) and is expressed as µg/m³ (or ppb). The raw data can be downloaded from the City's website at http://www.kenmorewa.gov/government/departments/public-works/environmental-services/air-quality. The two graphs below provide an example of one analysis that can be done with the data to evaluate air quality. Data collected from a sensor placed near 68TH AVE NE & SR 522 between February 26, 2020 and June 11, 2020 was used for this example. The first graph displays all values collected by the sensor approximately every 20 minutes. The second graph displays the data using EPA's Air Quality Index (AQI) standard for particulate matter, which averages values each 24-hour period (from midnight to midnight) and assigns a "level of concern" based on the resulting value (represented as µg/m³, or ppb). Level of Concern categories include: Good (0-50), Moderate (51 to 100), Unhealthy for sensitive groups (101 - 150), Unhealthy (151-200), Very Unhealthy (201 - 300), and Hazardous (301+). Of the 7,405 data points collected between February and June at this location, 7,311 were below 50, 88 were between 50 and 100, 5 were between 100 and 150, and 1 was higher than 300.											



In June 2020, MR collected the sensors from the field to evaluate and update the sensors. Each sensor was retrofitted with solar power capabilities to resolve battery life issues. The sensors were returned to the field and reactivated on September 30, 2020 and continue to collect data. The sensors are currently collecting data on the same parameters as before, but the next sensor update (planned in 2021) will add ozone (O₃), carbon monoxide (CO), sulfur dioxide (SO₂) and nitrogen dioxide (NO₂).

MR has developed an interface (utilizing Microsoft Power BI) to view data in real-time and it can be viewed on the City's website at the same link provided above. This online data viewer includes data collected during the second deployment beginning September 30, 2020.

The BI interface displays data via four tabs, which can be toggled by clicking on the page number at the bottom of the interface. Each sensor location is visible on a map and data can be viewed by selecting the desired location. The tabs are arranged in the following manner:

- 1 of 4 - Map with historical average particulate matter (PM 2.5) data at each location. The average is calculated by selecting the desired date range in the date selection box. By default, the displayed average is calculated from September 30, 2020 to the current date.
- 2 of 4 - Map with last recorded PM 2.5 value at each location.
- 3 of 4 - Graph showing timeline of PM 2.5 values at all the locations. The date range can be modified and individual locations can be highlighted by clicking on the location name.
- 4 of 4 - Graphs showing timelines of temperature, humidity, and the voltage of the device battery. The date range can be modified and individual locations can be highlighted by clicking on the location name.

Staff will continue to work with MR through the final development of the sensors and continue to update Council on any changes or progress as the City's partnership with MR continues.

FISCAL CONSIDERATION:

Microsoft Research provides the sensors, including installation, maintenance and removal, at no cost to the City. All collected data is provided to the City.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council's 2020-2021 Priority #3 "Develop a Kenmore Climate and Environment Action Plan including water, air, forest, and habitat restoration



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

Subject/Topic: Joint Meeting with the Planning Commission for presentation of final recommendations on the special Affordable Housing Permit Review Processes Proposed Council Action/Motion: Consider and discuss Planning Commission recommendations on the special Affordable Housing Permit Review Processes	For Council Meeting Agenda of: January 19, 2021 Department: Community Development Prepared by: Debbie Bent, Community Development Director Lauri Anderson, Principal Planner <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">DB, 12/23/20</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK, 12/28/20</td></tr> </table> Exhibits/Attachments: Attachment 1: Chapter 18.77 Code Amendments Attachment 2: Chapter 19.25 Code Amendments Attachment 3: Other consistency amendments Attachment 4: Chapter 18.110 Code Amendments		<u>Initial & Date</u>	Approved by Department Head:	DB, 12/23/20	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	RK, 12/28/20
	<u>Initial & Date</u>										
Approved by Department Head:	DB, 12/23/20										
Approved by City Attorney:	N/A										
Approved by Finance Director:	N/A										
Approved by City Manager:	RK, 12/28/20										
<u>INFORMATION/BACKGROUND:</u> At the January 19 Joint Meeting, the Planning Commission will present their recommendations on the special Affordable Housing Permit Review Processes. Once the Council is satisfied with the proposed amendments, an ordinance for adoption will be prepared. The Planning Commission's 2020 docket included consideration of Housing Strategy H-1.3.1 from the City's Housing Strategy Plan: “Allow flexible reuse of tax-exempt or publicly-owned sites through a special process to increase housing supply and enable more diverse forms of housing, if linked to providing some affordable housing. Consider possible opportunity at Park-and-Ride.” Included with this strategy was consideration of the single private request for a Comprehensive Plan amendment received in the 2019 application period: consideration of greater densities for a senior housing proposal. The applicant had hoped for a Land Use Map/Zoning Map change to allow greater densities; however, the Council supported consideration of an expedited review process and did not support the rezone. At the 7/13/20 City Council meeting, staff asked for preliminary feedback on several policy questions to provide a broad framework for the Commission's consideration of the project. Council feedback centered on the need for a quicker permit review process, with less focus on the waiver of development standards. Several City Council members also asked that housing for seniors and also for those with disabilities be included as part of the review process discussion. Beyond that, they left development of an approach up to the Planning Commission. The Planning Commission began their work on the project in August. After a public hearing on November 17,											

the Commission made its final recommendations. The proposed amendments are included as Attachments 1-4.

The proposed Zoning Code amendments address three approaches:

1. Reduce the review process for any project including low- or very-low-income affordable housing units in multifamily or commercial zones to a lesser process. The Kenmore Municipal Code (KMC 18.20.098) defines affordable housing units. For rental housing, a low-income affordable housing unit is defined as affordable at 50 percent of median income, adjusted for household size and a very low-income affordable housing unit is affordable at 35 percent of median income, adjusted for household size. For ownership housing a low-income affordable housing unit is affordable at 65 percent of median income, adjusted for household size and a very low-income affordable housing unit is affordable at 50 percent of median income, adjusted for household size. The affordable housing definition in the Kenmore Municipal Code notes that pursuant to the authority of RCW [36.70A.540](#), the City finds that the higher income levels specified in the definition of “affordable housing” under this section, rather than those stated in the definition of “low-income households” in RCW [36.70A.540](#), are needed to address local housing market conditions in the City.

In this scenario, affordable housing projects proposed in a multifamily or commercial zone would become Type 1 rather than Type 2 land use decisions. Type 2 land use decisions have a public comment period, the Development Services Director is the decisionmaker, and an appeal to the Hearing Examiner is available. This change would be most impactful for projects requiring a Site Plan Review or proposing to use residential density incentives or the transfer of development credits. Type 1 differences from the current process include:

- a. No public notice of the permit application unless State Environmental Policy Act (SEPA) review is required. The current SEPA review threshold is 20 housing units.
- b. No local administrative appeal, although a court appeal is always available.

This reduced process would not apply if a waiver of development standards—for example—a variance or critical areas modification was requested.

2. Allow a developer of any project including low- or very-low-income affordable housing units to propose an expedited review process to the City based on individual timeline needs and key dates. If staffing allows, the City could agree to expedite the project or could offer expedited review if a consultant were available to review the project at the developer’s expense.
3. For properties owned or under the control of a religious organization (as defined by State law), allow consideration through the Development Agreement permit process of a density increase in any zone for 100% affordable housing projects. This process amendment addresses a requirement in State law that the City provide an opportunity for religious organizations to request a density increase for affordable housing on properties they own or control.

The State definition of a religious organization is a “federally protected practice of a recognized religious assembly, school, or institution that owns or controls real property.”

As a framework for their discussion, the Commission identified the following guiding principles:

- The special review process should only be available for developments including low-income or very-low-income housing.
- Housing affordability, rather than housing for certain groups regardless of income (such as seniors or those with disabilities), should be the guide when determining the eligibility of a project for the special review process.

- Developments of any size providing this type of housing should be eligible for the expedited review.
- Development standards, for the most part, should not be waived with the special review process.
- The process should not rely on new staffing.
- Local project notice and appeals, particularly in single-family zoning districts, are an important community benefit.

FISCAL CONSIDERATION:

None. Staff and Planning Commission time were spent to work on this project.

COUNCIL PRIORITY/BUDGET OBJECTIVE BEING ADDRESSED:

Priority 3: Increase and preserve the options for affordable housing stock.

Housing Strategy Plan H-1.3.1: Allow flexible reuse of tax-exempt or publicly-owned sites through a special process to increase housing supply and enable more diverse forms of housing, if linked to providing some affordable housing. Consider possible opportunity at Park-and-Ride.

Proposed amendments are highlighted in yellow

Chapter 18.77 AFFORDABLE HOUSING

Sections:

Sections:

- [18.77.010 Affordable housing – Purpose and intent.](#)
- [18.77.015 General provisions.](#)
- [18.77.020 Downtown residential and downtown commercial zones.](#)
- [18.77.030 Transit oriented development \(TOD\) district overlay.](#)
- [18.77.040 Community business zone, Juanita subarea.](#)
- [18.77.045 Alternative compliance.](#)
- [18.77.050 Affordability agreement.](#)
- [18.77.060 Expedited permit processing.](#)

18.77.010 Affordable housing – Purpose and intent.

The purpose of this chapter is to implement, through regulations, the responsibility of the *City* under the Washington State Growth Management Act to consider the housing needs of all economic segments of the community, and to assure an adequate affordable housing supply in the *City*. The *City* recognizes that the marketplace is the primary supplier of adequate housing for those in the upper economic groups, but that some combination of appropriately zoned land, regulatory incentives, innovative planning techniques, and requirements will be necessary to make adequate provisions for the needs of households whose incomes are at or below median income. [Ord. 19-0481 § 2 (Exh. A); Ord. 11-0329 § 3 (Exh. 1).]

18.77.015 General provisions.

A. Determination of Number of Affordable Housing Units Required – Rounding. See KMC [18.30.020](#)(D) for method of rounding to determine the number of affordable housing units required.

B. Adjacent Developments. Adjacent *developments* by the same or affiliated *developer* will be considered as a single *development* for the purpose of applying the thresholds for compliance.

C. Designation of Affordable Housing Units. Prior to the issuance of any permit(s), the *City* shall review and approve the location and unit mix of the affordable housing units consistent with the following standards:

1. Location. The location of the affordable housing units shall be approved by the *City*, with the intent that they generally be intermingled with all other *dwelling units* in the *development*.

Proposed amendments are highlighted in yellow

2. Tenure. The tenure of the affordable housing units (ownership or rental) shall be the same as the tenure for the rest of the housing units in the *development*.

3. Size (Bedroom). The affordable housing units shall consist of a range of number of bedrooms that is comparable to units in the overall *development*.

4. Size (Square Footage). The size of the affordable housing units, if smaller than the other units with the same number of bedrooms in the *development*, shall be approved by the *city manager*. If there is a proposal that the affordable units be smaller than the market rate units, in no case shall the affordable housing units be less than 500 square feet for a studio unit, 600 square feet for a one-bedroom unit, 800 square feet for a two-bedroom unit, or 1,000 square feet for a three-bedroom unit.

5. Design. The exterior design of the affordable housing units shall be compatible and comparable with the rest of the *dwelling units* in the *development* and shall comply with any applicable design standards. The interior finish and quality of construction of the affordable housing units shall at a minimum be comparable to entry level rental or ownership housing in the *City*.

D. Duration. Housing shall serve only income-eligible households for a minimum period of 50 years from the latter of the date when the affordability agreement between the housing owner and the *City*, as described in KMC [18.77.050](#), is recorded, or the date when the affordable housing becomes available for occupancy as determined by the *City*.

E. Timing/Phasing. The affordable housing units shall be available for occupancy in a time frame comparable to the availability of the rest of the *dwelling units* in the *development*. [Ord. 19-0481 § 2 (Exh. A).]

18.77.020 Downtown residential and downtown commercial zones.

The provisions of this section shall apply to multifamily residential *developments* proposed on property four acres or greater in size within the downtown residential or downtown commercial zones that lie west of 68th Avenue NE, and which are providing for more than 20 *multiple-family dwelling units*.

A. Twenty-five percent of the total number of units in the *development* shall be *moderate-income affordable housing units*.

B. Subject to *City* authorization, the affordable units need not be provided within the *development*, but must be provided within the downtown commercial, downtown residential, urban corridor, waterfront commercial, or regional business zone. [Ord. 19-0481 § 2 (Exh. A); Ord. 11-0329 § 3 (Exh. 1).]

Proposed amendments are highlighted in yellow

18.77.030 Transit oriented development (TOD) district overlay.

A. Properties developed under the TOD district overlay, Chapter [18.29](#) KMC, shall include affordable housing units.

B. Cap on Total Number of Affordable Housing Units Required. Affordable housing requirements shall be capped at 10 percent of the total number of *dwelling units* being provided.

C. Number of Affordable Housing Units Required. Affordable housing units shall be provided for any *development* exceeding the base density of the underlying zone as follows:

1. Tier 1. If the number of bonus units is less than or equal to 30 percent of the total number of *dwelling units*, then for every three bonus units, one *dwelling unit* shall be a *moderate-income affordable housing unit* and two bonus *dwelling units* may be bonus market rate *dwelling units*.
2. Tier 2. If the number of bonus units is greater than 30 percent of the total number of *dwelling units* and if the overall project density is less than or equal to 120 *dwelling units* per acre, then a combination of *low-income affordable housing units* and *moderate-income affordable housing units* shall be provided as follows: For every four bonus units allowed beyond that needed to achieve the 10 percent *moderate-income affordable housing units*, one of the *moderate-income affordable housing units* shall be made into a *low-income affordable housing unit* up to a maximum of 33 percent of the affordable housing units (or 3.3 percent of the total *dwelling units* in the *development*).
3. Tier 3. If the overall development density is greater than 120 *dwelling units* per acre, a combination of *very low-income affordable housing units*, *low-income affordable housing units* and *moderate-income affordable housing units* shall be provided as follows: The required numbers of *low-income affordable housing units* and *moderate-income affordable housing units* shall be equivalent to those that would be required under Tier 2, assuming that the project were to be developed at a density of 120 *dwelling units* per acre. An amount of *very low-income affordable housing* shall be required so that the total combined amount of *very low-income*, *low-income* and *moderate-income affordable housing units* is equal to 10 percent of the total number of *dwelling units* in the *development*.
4. Affordable Housing Example. Example is a one-and-one-half-acre property with a base density of 48 *dwelling units* (du)/acre. Without the TOD district overlay, the property could achieve up to 72 *dwelling units*.

Tier 1 example: Proposed TOD *development* would achieve 93 *dwelling units* on *site* for 62 du/acre. This provides 21 "bonus" *dwelling units* above the 48 du/acre base density of the zone. Since the number of bonus units (21) is less than 30 percent of the total units (93), seven of the 21 bonus units must be affordable to moderate-income households, meeting Tier 1 affordability requirements.

Proposed amendments are highlighted in yellow

Tier 2 example: Proposed TOD *development* would achieve 113 *dwelling units* on site for 75 du/acre. This provides 41 “bonus” *dwelling units* above the 48 du/acre base density of the zone.

Since the number of bonus units (41) is greater than 30 percent of the total units (113), 11 of the 41 bonus units must be affordable, meeting the 10 percent affordability cap. Nine of these are affordable to moderate-income households and two are affordable to low-income households (33 of the bonus units used toward achieving 10 percent affordable units (11*3) plus eight of the bonus units applied toward making two of the affordable units low-income affordable units (8*.25=2).

Tier 3 example: Proposed TOD *development* would achieve 210 *dwelling units* on site for 140 du/acre. The first step is to determine how many affordable units would have been required assuming 120 du/acre using the Tier 2 formula. This calculation results in 13 *moderate-income affordable housing units* and five *low-income affordable housing units*. To achieve the requirement that 10 percent of the total units in the *development* be affordable, three additional affordable housing units would be needed (21-18=3). These three units would be required to be *very low-income affordable housing units*. In summary, the *development* would provide 13 *moderate-income affordable housing units*, five *low-income affordable housing units*, and three *very low-income affordable housing units*. [Ord. 19-0481 § 2 (Exh. A); Ord. 14-0391 § 2 (Exh. 1); Ord. 13-0363 § 5; Ord. 11-0329 § 3 (Exh. 1).]

18.77.040 Community business zone, Juanita subarea.

A. For properties choosing to develop at higher residential densities in the CB Juanita subarea, Chapter [18.23](#) KMC, affordable housing units shall be provided for any *development* exceeding the base density of 24 *dwelling units* per acre as follows:

1. For every four bonus units, one bonus *dwelling unit* shall be a *moderate-income affordable housing unit* and three bonus *dwelling units* may be bonus market rate *dwelling units*.
2. Each *low-income affordable housing unit* provided counts as two *moderate-income affordable housing units* for the purpose of satisfying the affordable unit requirement under subsection (A)(1) of this section.

Example: Proposed *development* would achieve 36 *dwelling units* on a one-acre site for a density of 36 du/acre. This provides 12 “bonus” *dwelling units* above the 24 du/acre base density of the zone. Three of the 12 bonus units must be *moderate-income affordable housing units*. Alternatively, the project could provide two *low-income affordable housing units* (rounded). [Ord. 19-0481 § 2 (Exh. A).]

18.77.045 Alternative compliance.

Alternative Compliance. The *city manager* may approve a request for satisfying all or part of the affordable housing requirements with alternative compliance methods as follows:

A. Application. Applications for alternative compliance shall be submitted at the time of permit application, and must be approved prior to issuance of any building permit.

Proposed amendments are highlighted in yellow

B. Off-Site Provision. A project proponent may propose to satisfy all or part of affordable housing requirements off site.

1. The project proponent must demonstrate that off-site provision of new affordable housing achieves a result equal to or better than providing affordable housing on site.
2. Affordable housing units provided through this method must be the same type of units as the units in the project which gave rise to the requirement.
3. Priority is for the project to be located within the same zoning district as the *development* responsible for providing affordable housing. However, the *city manager* may approve a project located outside the zoning district if the location has access to commercial *uses* and transit, does not result in an undue concentration of affordable housing, and has adequate infrastructure.
4. The proposal must demonstrate that the affordable units provided off site will be completed before or within the same time period as the *development* generating the affordable housing requirement. For projects approved for off-site affordable housing, there will be a recorded agreement on both the "sending" property and the "receiving" property. The covenant on the sending site will be released once the affordable housing is completed on the receiving property.

C. Contribution to Preservation of Existing Affordable Housing. A project proponent may propose to satisfy all or part of affordable housing requirements through purchase and long-term preservation of existing affordable housing, particularly in the *City's manufactured housing communities*. The *applicant* shall provide information demonstrating affordability of the units to be preserved and a long-term covenant shall be placed over the preserved units, ensuring preservation and maintenance of the affordable units.

D. Fee in Lieu. Cash payments in lieu of providing actual housing units may be proposed and, if approved by the *City*, shall be used only for the subsequent preservation or provision of affordable housing units by the *City* or other housing provider approved by the *city manager*. Payments in lieu shall be based on the difference between the cost of construction for a prototype affordable housing unit on the subject property, including land costs and development fees, and the revenue generated by an affordable housing unit. The payment obligation will be established at the time of issuance of building permits for the project. [Ord. 19-0481 § 2 (Exh. A).]

18.77.050 Affordability agreement.

A. Prior to issuing any building permit, an agreement in a form approved by the *city manager* that addresses price restrictions, homebuyer or tenant qualifications, phasing of construction, monitoring of affordability, duration of affordability, and any other applicable topics of the affordable housing units shall be recorded with King County Department of Records and Elections. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the *applicant*. The *City* may agree, at its sole discretion, to subordinate any affordable housing

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regulatory agreement for the purpose of enabling the owner to obtain financing for *development* of the property.

B. Monitoring and Fees. The *City* reserves the right to establish, in the affordability agreement referred to in subsection A of this section, monitoring fees for the affordable housing unit, which can be adjusted over time to account for inflation. The purpose of any monitoring fee is for the review and processing of documents to maintain compliance with income and affordability restrictions of the affordability agreement. [Ord. 19-0481 § 2 (Exh. A).]

18.77.060 Expedited permit processing.

A. Certain projects containing *very low-income* or *low-income affordable housing units* in the R-12, R-18, R-24, NB, CB,DR, DC, UC, WC, RB, and PSP zones that require a Type 2 Land Use Decision as described in KMC 19.25.020 may have that process reduced to a Type 1 Land Use Decision unless the proposal includes any of the following:

1. Short subdivision, including revisions and alterations;
2. Zoning variance;
3. Conditional use permit;
4. Shoreline permit; or
5. Critical area exceptions, variances or modifications under Chapter 18.55 KMC.

B. Any applicant for a project containing *very low-income* or *low-income affordable housing units* may request that review of the project be expedited. The request may be made on forms provided by the *City*. If a determination is made by the *city manager* that *City* staffing or other permit priorities do not allow expedited permit review, the *applicant* may request that the project be reviewed by a consultant working for the *City* at the *applicant's* expense.

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19.25.020 Classifications of land use decision processes.

A. Land use decisions are classified into five types, based on the amount of discretion associated with each decision. Procedures for the five different types are distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made and whether administrative appeals are provided. The types of land use decisions are listed in Exhibit A of this section.

1. Type 1 decisions are made by the *city manager*. Type 1 decisions are nonappealable administrative decisions that require the exercise of little or no administrative discretion. Public notice is not required for Type 1 decisions.
2. Type 2 decisions are made by the *city manager*. Type 2 decisions are discretionary decisions that are subject to administrative appeal.
3. Type 3 decisions are quasi-judicial decisions made by the *hearing examiner* following an open record hearing. Type 3 decisions may be appealed directly to King County superior court, pursuant to Chapter [36.70C](#) RCW, the Land Use Petition Act, based on the record established by the *hearing examiner*.
4. Type 4 decisions are quasi-judicial decisions made by the city council based on the record established by the *hearing examiner*.
5. Type 5 decisions are legislative decisions made by the city council.

B. Except as provided in KMC [16.75.060](#) and [19.35.160](#) or unless otherwise agreed to by the *applicant*, all Type 2, 3 and 4 decisions included in consolidated permit applications that would require more than one type of land use decision process may be processed and decided together, including any administrative appeals, using the highest-numbered land use decision type applicable to the project application. KMC [16.75.060](#) sets out the combined hearing authority for shoreline exemptions, shoreline substantial development permits, shoreline variances, and shoreline conditional use permits.

C. Certain development proposals are subject to additional procedural requirements beyond the standard procedures established in this chapter.

D. Land use permits that are categorically exempt from review under SEPA do not require a threshold determination (determination of nonsignificance (DNS) or determination of significance (DS)). For all other projects, the SEPA review procedures in Chapter [19.35](#) KMC are supplemental to the procedures in this chapter.

Exhibit A

LAND USE DECISION TYPES

TYPE 1 ²	Decision by <i>city manager</i> ; no administrative appeal	Building; demolition; moving; engineering; clearing and grading; sign; change of use and/or classification under KMC Title 15; accessory dwelling unit; home occupation; boundary line adjustment; right-of-way; street standards variance; adjustment under Chapter 13.35 KMC; shoreline exemption; temporary use; binding site plan; preliminary subdivision or short subdivision revision if not a substantial change; short plat alteration if not a substantial change; affordable housing project as described in KMC 18.77.060.A .
TYPE 2	Decision by <i>city manager</i> ; appealable to <i>hearing examiner</i> ; no further administrative appeal ^{1, 5}	Home industry; short subdivision; preliminary short subdivision revision; short plat alteration; zoning variance; conditional use permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit; site plan review for uses allowed by zone; wireless communication facility minor adjustment under Chapter 18.60 KMC; approval of residential density incentives under KMC 18.80.060(A)(2) or transfer of development credits under KMC 18.80.090(A); reuse of public schools; reasonable use exceptions under KMC 18.55.180; public agency and utility exceptions under KMC 18.55.160; other critical areas exceptions, variances and decisions to require studies or to approve, condition or deny a development proposal based on Chapter 18.55 KMC.
TYPE 3	Recommendation by <i>city manager</i> ; hearing and decision by <i>hearing examiner</i> ; appealable directly to King County superior court, pursuant to Chapter 36.70C RCW, the Land Use Petition Act, on the record	Preliminary subdivision; plat alteration; preliminary subdivision revision; special use; wireless communication facility major adjustment under Chapter 18.60 KMC.
TYPE 4	Recommendation by <i>city manager</i> ; hearing and recommendation by <i>hearing examiner</i> ; decision by city council on the record	Zone <i>reclassification</i> not related to a <i>site-specific comprehensive plan land use map amendment</i> ³ ; shoreline environment redesignation; plat vacation; short plat vacation; site plan review for uses not allowed by zone pursuant to Chapter 18.105 KMC; master plans other than those required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment.
TYPE 5	Hearing and recommendation by planning commission or other city council-appointed advisory body ⁴ ; decision by city council on the record.	<i>Comprehensive plan</i> amendment; <i>development regulation</i> amendment; zoning map amendment related to a <i>site-specific comprehensive plan land use map amendment</i> ; master plans required in order to

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	Appealable to Growth Management Hearings Board pursuant to Chapter <u>36.70A</u> RCW	obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment pursuant to Chapter <u>18.120</u> KMC.
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¹ All shoreline permits, including shoreline variances and conditional uses, are appealable to the State Shorelines Hearings Board and not to the *hearing examiner*.

² Type 1 land use decisions that are not categorically exempt from environmental review under Chapter 43.21C RCW (State Environmental Policy Act) shall provide a notice of application per KMC 19.25.060 and a notice of decision per KMC 19.25.090. The notice of decision may be a copy of the permit.

³ Approvals that are consistent with the *comprehensive plan* may be considered by the city council at any time. Zone *reclassifications* that are not consistent with the *comprehensive plan* land use map require a *site-specific comprehensive plan land use map amendment* and the city council's hearing, and consideration shall be considered a Type 5 land use decision and scheduled with the amendment to the *comprehensive plan* under Chapter 19.20 KMC.

⁴ If the proposal is being considered as part of the annual *docket* work program as described in Chapter 19.20 KMC. If the proposal is not part of the annual *docket*, the city council conducts the public participation process and makes the decision on the record.

⁵ Decisions on shoreline variance and shoreline conditional use permits require approval by the Department of Ecology.

[Ord. 19-0481 § 2 (Exh. A); Ord. 16-0426 § 8 (Att. F); Ord. 12-0334 § 18; Ord. 11-0329 § 3 (Exh. 1).]

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Chapter 18.105

SITE PLAN REVIEW

18.105.020 Applicability.

A. An application for site plan review shall be submitted for the following *development proposals*:

1. *Development* on *sites* identified on the City's Site Plan Review Requirement Map as depicted in Figure 18.105.020.A.1;
2. *Development* on *sites* equal to or greater than three acres in size at the time of application in the PSP zone;
3. *Development* proposed for *classified uses* which are neither permitted, nor conditionally permitted, nor prohibited in the P, GC or PSP zones; or
4. *Development* on other *sites* as determined by the *city manager* after a preliminary review of the project's scope.

B. An application for site plan review may be submitted by an applicant for any *development proposal*.

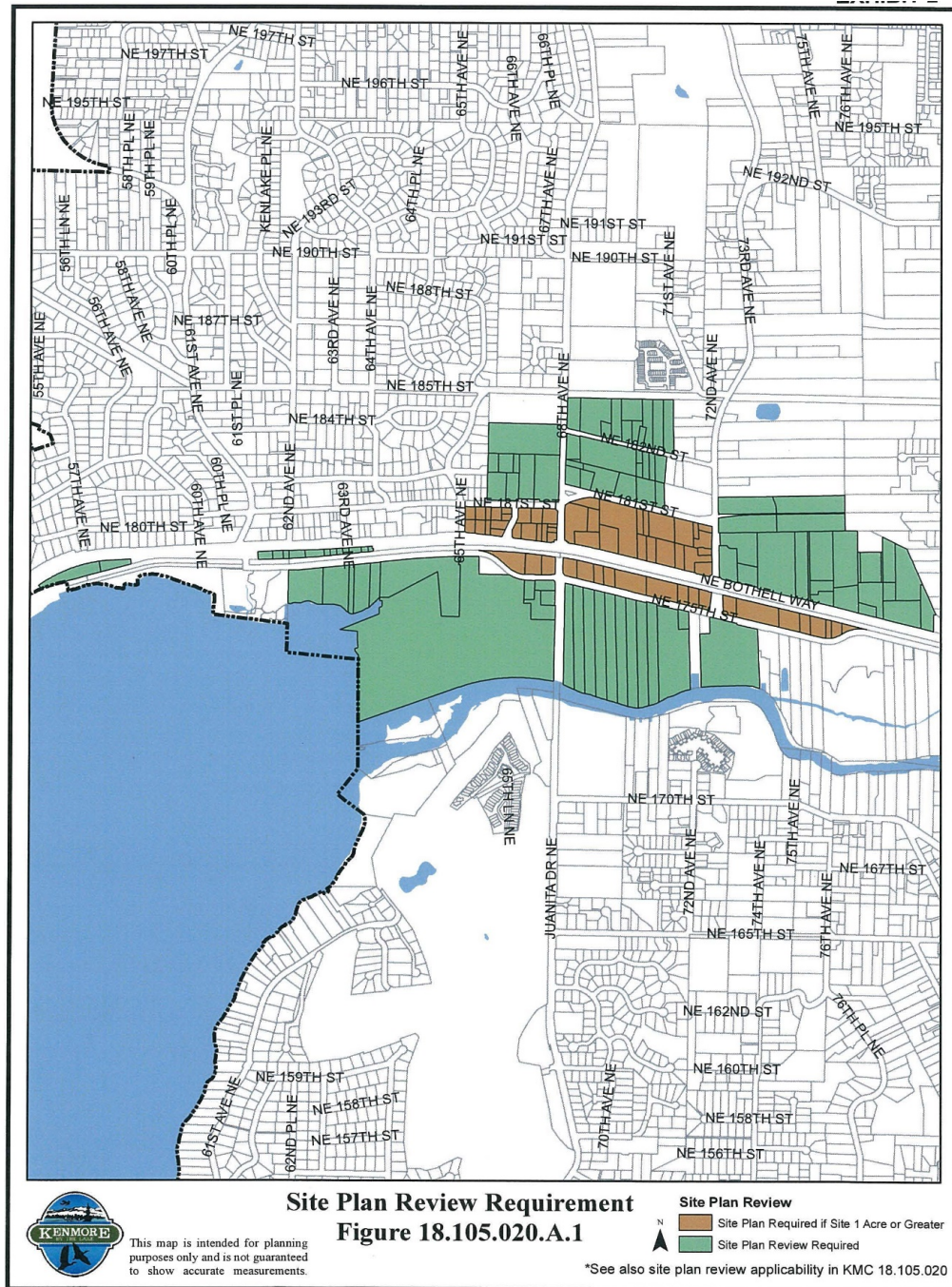
C. A site plan review is separate from and does not replace other required land use permits. A site plan review may be combined and reviewed concurrently with other land use permits, however.

D. If required or requested under subsection A or B of this section, an applicant shall receive a site plan review prior to the issuance of building, mechanical, plumbing, electrical, clearing, grading, engineering, or other similar administrative permits.

E. Proposed expansion of existing *development* for *sites* described under subsection A of this section, with or without an approved site plan review, shall require a new site plan review when such changes are determined by the *city manager* to be a major modification. For purposes of this section, factors to be considered when determining whether an expansion is a major modification include but are not limited to relocation of access or parking, addition of a building, or incorporation of an additional lot.

F. An applicant may request a waiver of the site plan review requirement from the *city manager*. Such waiver shall be based on a preliminary review of the development proposal and a written finding that the proposal is consistent with the comprehensive plan and the requirements of this title, is minor in scope, and will have no adverse effects on neighboring properties or the City as a whole.

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[Ord. 14-0391 § 2 (Exh. 1, 2); Ord. 11-0329 § 3 (Exh. 1).]

Proposed amendments are highlighted in yellow

18.105.030 Process.

A site plan review shall be processed as follows:

A. For those *sites* identified under KMC [18.105.020](#)(A)(1) and (2) and (B), the site plan review shall be processed in accordance with requirements for a Type 2 land use decision as outlined in Chapter [19.25](#) KMC, **unless otherwise authorized by KMC 18.77.060.A.**

B. For those *sites* identified under KMC [18.105.020](#)(A)(3), the site plan review shall be processed in accordance with requirements for a Type 4 land use decision as outlined in Chapter [19.25](#) KMC.

C. For those *sites* identified under KMC [18.105.020](#)(A)(4), the site plan review shall be processed in accordance with requirements for a Type 2 land use decision as outlined in Chapter [19.25](#) KMC, unless otherwise determined by the city manager. [Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.80 RESIDENTIAL DENSITY INCENTIVES AND TRANSFER OF DENSITY

18.80.010 Purpose.

The purpose of this chapter is to:

A. Provide density incentives to *developers* of residential property, in exchange for public benefits to help achieve comprehensive plan goals of affordable housing, *open space* protection, and parkland acquisition by:

1. Defining in quantified terms the public benefits that can be used to earn density incentives;
2. Providing rules and formulae for computing density incentives earned by each benefit.

B. Provide a method to realize the development potential of:

1. Sites containing *critical areas* or of unique size or shape;
2. Specific *sites* preserved in order to achieve comprehensive plan goals as identified by the *city council*.

Proposed amendments are highlighted in yellow

C. Provide a review process to allow evaluation of proposed density increases, using residential density incentives and the public benefits offered to earn them, **and give the public opportunities to review and comment.** [Ord. 19-0481 § 2 (Exh. A); Ord. 11-0329 § 3 (Exh. 1).]

. . .

18.80.060 Review process.

A. All RDI proposals shall be reviewed concurrently with a primary proposal to consider the proposed site plan and methods used to earn extra density.

1. When the primary proposal requires a public hearing under this code or KMC Title [17](#), the public hearing on the primary proposal shall serve as the hearing on the RDI proposal, and the reviewing authority shall make a consolidated decision on the proposed *development* and use of RDI;
2. When the primary proposal does not require a public hearing under this code or KMC Title [17](#), the RDI proposal shall be processed as a Type 2 land use decision, **unless otherwise authorized by KMC 18.77.060.A**, subject to the decision criteria for *conditional use permits* outlined in Chapter [18.115](#) KMC; and
3. The notice for the RDI proposal also shall include the *development's* proposed density and a general description of the public benefits offered to earn extra density.

B. RDI applications which propose to earn bonus units by dedicating real property or public facilities shall include a letter from the receiving agency certifying that the proposed dedication qualifies for the density incentive and will be accepted by the agency or other qualifying organization. [Ord. 19-0481 § 2 (Exh. A); Ord. 11-0329 § 3 (Exh. 1).]

. . .

18.80.090 Transfer of density credits.

In order to realize the development potential of *sites* containing *critical areas* or of unique size or shape, or *sites* preserved in order to attain comprehensive plan goals, an opportunity to transfer unused density from one *site* to another shall be provided. *Transfer of density credit* transactions shall be handled between the private parties, with documentation provided to the *City*, until such time as the *City* enters into a formalized transfer of development rights (TDR) process through King County or another agency.

A. Transfer of Density from *Sites* Constrained by *Critical Areas* or of Unique Size and Shape. A *development* proponent may apply to transfer unused density from a *site* constrained by *critical areas* or of unique size or shape to another *site* through a Type 2 land use decision, **unless otherwise authorized by KMC 18.77.060.A**.

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Chapter 18.110 DEVELOPMENT AGREEMENTS

Sections:

- [18.110.010 Authority.](#)
- [18.110.020 General provisions.](#)
- [18.110.030 Development standards – Flexibility.](#)
- [18.110.040 Enforceability.](#)
- [18.110.050 Processing procedure.](#)
- [18.110.060 Status, recording and amendment of development agreement.](#)

18.110.010 Authority.

The *City* may consider and enter into a *development agreement* with the owners of real property within the *City*, or with persons having control of real property within the *City* if the owners of such real property execute an authorization for such real property to be subject to and bound by the *development agreement*. In this chapter, the term “owner” shall include both the owner of such real property and such person having control of such property. Per RCW [36.70B.170](#), the execution of a *development agreement* is a proper exercise of *City* police power and contract authority. A *development agreement* must set forth the development standards and other provisions that shall apply to and govern and vest the *development, use* and mitigation of the development of the real property for the duration specified in the agreement. The decision of the city council to approve or reject a request for a *development agreement* is a proper exercise of police power and contract authority and shall be a discretionary, legislative act. [Ord. 15-0395 § 1 (Att. A); Ord. 12-0347 § 1 (Att. A).]

18.110.020 General provisions.

A. In this chapter, the term “*development regulations*” shall have the meaning set forth in KMC [19.10.070](#).

B. A *development agreement* shall be consistent with the applicable policies and goals of the *City’s* comprehensive plan.

C. Any departure requested by the *owner* from the development standards of this code through a *development agreement* shall be offset by the *owner’s* provision of a benefit to the *City* of equal or greater value relative to the departure requested, as determined by the *City*.

1. Equivalent value need not be measured monetarily and the proposed benefit need not be of the same type as the existing development standard requirement. For example, the benefit of a public open space dedication may be considered against the benefit of a required street improvement.

2. In considering equivalency for the P-suffix and special district overlay regulations, the scope and scale of the proposed development shall be considered. The P-suffix and special district overlay regulations were applied as mitigation for a major mixed use development and they may be modified or eliminated through the development agreement process.

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3. In considering a request for an increased density bonus for affordable housing located on property owned or controlled by a religious organization per RCW 36.70A.545, a density bonus for a project providing *moderate-income affordable housing units* shall not exceed the maximum density allowed by the zoning district of the subject property. To achieve a greater density bonus, the project shall provide a significant proportion of *low- or very-low income affordable housing units*.

In no case shall a departure from the development standards be granted if no equivalent benefit to the City is provided.

D. A *development agreement* may be proposed and approved only for the following properties:

1. Properties in the downtown commercial (DC), regional business (RB), waterfront commercial (WC), urban corridor (UC), downtown residential (DR), community business (CB), neighborhood business (NB), public and semi-public (PSP), parks (P) and golf course (GC) zones.

2. Properties in any zone owned or controlled by a religious organization as defined in RCW 36.01.290 requesting consideration of an increased density bonus for affordable housing as described in RCW 36.70A.545; provided, however, that the requirements of RCW 36.70A.545(1)(a)-(c) shall apply to such a request.

E. A *development agreement* does not supplant any other required land use decision per KMC [19.25.020](#), including but not limited to a rezone, a shoreline permit, a site plan review, or an environmental review under Chapter [19.35](#) KMC. Such land use decisions shall be reviewed in conjunction with the *development agreement*.

F. As applicable, the *development agreement* must specify the following:

1. Project components which define and detail the permitted *uses*, residential densities, nonresidential densities and intensities or building sizes;
2. Design standards such as architectural treatment, maximum heights, *setbacks*, *landscaping*, drainage and water quality requirements and other development features;
3. Parking;
4. Provisions for affordable housing, if applicable;
5. *Parks* and common *open space* preservation;
6. Amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property *owner*, inspection fees or dedications;
7. Mitigation measures, development conditions and other requirements of Chapter [43.21C](#) RCW;
8. Phasing;

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9. Build-out or vesting periods for applicable standards; and

10. Other appropriate development requirements or procedures which are based upon a *City* policy, rule, regulation or standard.

G. A *development agreement* may obligate a party to dedicate land or easements, or fund or provide services, infrastructure or other facilities.

H. Subsequently adopted development standards which differ from those of an approved *development agreement* shall apply to the property subject to the *development agreement* only where necessary to address a serious threat to public health and safety. Subsequently adopted development standards which differ from those of an approved *development agreement* also shall apply following expiration of any phase or time period specified in the *development agreement* during which identified standards cannot be modified. [Ord. 15-0395 § 1 (Att. A); Ord. 14-0392 § 1; Ord. 14-0391 § 2 (Exh. 1); Ord. 12-0347 § 1 (Att. A).]

18.110.030 Development standards – Flexibility.

A. A *development agreement* shall be consistent with applicable development regulations to the fullest extent possible. Provided, however, a *development agreement* may allow for development standards that are different from those standards otherwise imposed under this code in order to provide flexibility to achieve public benefits, respond to changing community needs, or authorize modifications which provide the functional equivalent or adequately achieve the purposes of otherwise applicable development standards.

B. A *development agreement* cannot authorize deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height – whether required by zoning district provisions, property-specific development standards, or special district overlay requirements – unless the city council approves the deviation by a vote of a majority plus one of the whole city council after a minimum of two public hearings on the agreement.

C. A *development agreement* cannot authorize deviations from the following development standards:

1. KMC Title [15](#), Buildings and Construction;
2. KMC Title [16](#), Environment;
3. Chapter [18.55](#) KMC, Critical Areas; and
4. Chapter [13.35](#) KMC, Surface Water Runoff Policy, and Chapter [13.45](#) KMC, Water Quality.

D. Any approved development standards that differ from those in this code shall not require any further *variance* from development standards or *use* permit apart from *development agreement* approval. The development standards as approved through a *development agreement* shall apply to and govern the development of the property subject to the *development agreement* in lieu of any conflicting or different standards or requirements elsewhere in this code. [Ord. 15-0395 § 1 (Att. A); Ord. 14-0391 § 2 (Exh. 1); Ord. 14-0391 § 2 (Exh. 1); Ord. 12-0347 § 1 (Att. A).]

Proposed amendments are highlighted in yellow

18.110.040 Enforceability.

The *development agreement* shall be binding on the parties and their successors. Unless amended or terminated by agreement of both parties to a *development agreement*, the agreement is enforceable during its term by a party to the agreement. Except as provided in KMC [18.110.020\(H\)](#), a *development agreement* and the development standards in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement.

The *development agreement* shall not be subject to an amendment to a *development regulation* or a new *development regulation* adopted after the effective date of the agreement, except as provided in KMC [18.110.020\(H\)](#). Applications for building permits and other permits subject to KMC Title [15](#), Buildings and Construction, shall be considered under the provisions of KMC Title [15](#) that are in effect at the time of submittal of a valid and fully complete application. Any land use decision issued by the City pertaining to the property subject to the *development agreement* after the execution of the *development agreement* must be consistent with the agreement. [Ord. 15-0395 § 1 (Att. A); Ord. 12-0347 § 1 (Att. A).]

18.110.050 Processing procedure.

A. An application for a *development agreement* shall be filed by the *owner* of real property within the City on forms provided by the *department*. An application shall be accompanied by an application fee pursuant to the City's current fee schedule and a signed agreement on forms provided by the *department* to reimburse the City for fees of the city attorney pursuant to the City's current agreement with the city attorney. The *development agreement* may provide for assignment of a portion of the application fee to other permit fees if a *development agreement* is ultimately approved by the city council.

B. The city council shall make a threshold decision on each application for a *development agreement* at a regular meeting of the city council. If a majority of the whole council approves further review of the *development agreement*, the agreement shall be processed as described in this section. **No threshold decision is needed for *development agreement* applications for an increased density bonus for affordable housing located on property owned or controlled by a religious organization as defined in RCW36.01.290.**

C. Before voting on a proposed *development agreement*, the city council shall hold a public hearing on the *development agreement*. Consistent with KMC [18.110.030\(B\)](#), two public hearings shall be held on the *development agreement* if deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height – whether required by zoning district provisions, property-specific development standards, or special district overlay requirements – are requested. The city council shall approve, disapprove or modify a *development agreement* by ordinance adopted by the vote of a majority plus one of the whole city council. The ordinance, if approving or modifying the *development agreement*, shall authorize the *city manager* to execute the *development agreement* on behalf of the City.

D. The *city manager* shall prepare a recommendation to the city council on a proposed *development agreement*. The *city manager* shall provide the recommendation to the city council, and make it available to the public, at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

E. If a *development agreement* is associated with a Type 5 land use decision such as a comprehensive plan amendment, the *development agreement* shall be processed concurrently with the Type 5 land use decision. A recommendation of the planning commission to the city council on

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the Type 5 land use decision shall be issued at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

F. If the *owner* files an application for a Type 2, 3 or 4 land use decision or a Type 1 land use decision subject to SEPA, the *City* shall review and process the application concurrently with the *development agreement*, and the *owner* shall sign a written waiver of the deadline for issuance of the final land use decision. A final decision of the *city manager* or *hearing examiner* on such types of land use decisions shall become effective on the date that the city council passes the ordinance for the *development agreement*. The period for appealing such final decision shall commence on the date that the city council passes such ordinance. A recommendation of the *city manager* or *hearing examiner* to the city council on such types of land use decisions shall be issued at least 10 calendar days prior to the public hearing on the proposed *development agreement*.

G. The *City* shall give notice of the meeting at which the city council considers a proposed *development agreement*, or amendment thereto, and of the public hearing(s) on the proposed *development agreement*, or amendment thereto, as follows:

1. Not less than 10 calendar days prior to the public hearing date, a notice of the public hearing shall be sent to property owners within 1,000 feet of the property subject to the *development agreement* and to others who have submitted comments and/or requested notice.
2. Notice of the public hearing shall be posted on the property subject to the *development agreement* not less than 10 calendar days prior to the hearing date. Notice shall be posted in the manner required by KMC [19.25.065](#).
3. Notice of the city council meeting and public hearing shall be published in the *City's* official newspaper not less than 10 calendar days prior to the meeting or hearing date.
4. All costs associated with the public notice shall be borne by the *owner*.
5. All notices shall state that the *city manager's* recommendation on the proposed *development agreement* is available for review at the front desk of City Hall and on the *City's* website.

H. Any subsequent land use decisions shall be reviewed for compliance with the terms of the *development agreement* and any associated land use decisions. [Ord. 15-0395 § 1 (Att. A); Ord. 14-0391 § 2 (Exh. 1); Ord. 12-0347 § 1 (Att. A).]

18.110.060 Status, recording and amendment of development agreement.

A. *Development agreements* are not "project permit applications" as defined in RCW [36.70B.020](#)(4). Therefore, there is no deadline for processing a *development agreement*.

B. The city attorney shall review and approve a proposed *development agreement* as to form at least 30 calendar days prior to the public hearing on the *development agreement*. The *owner* shall sign the *development agreement* before the public hearing on the *development agreement*. If a person or corporation has a "substantial beneficial interest in the property" as specifically described below, the *owner* shall submit to the *city manager* with the request for *development agreement* a document

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stating that such person or corporation concurs in the request and will not object to, contest or appeal any terms and conditions of the approved *development agreement*. A person or corporation having a “substantial beneficial interest in the property” shall include easement holders, lessees with a lease of one year or more, and persons or corporations with a recorded deed of trust or mortgage on the real property subject to the *development agreement*. The *city manager* shall have the authority to determine whether other persons or corporations with an interest in the real property subject to the *development agreement* have a “substantial beneficial interest in the property.” Within 20 calendar days of receiving written notice that the *city manager* has determined that other persons or corporations have a “substantial beneficial interest in the property,” the *owner* shall submit to the *city manager* the document described above for each such person or corporation.

C. The term of *development agreements* and extensions thereof shall be as follows:

1. *Development agreements* may be approved for a maximum period of 20 years.
2. In determining the appropriate term for a *development agreement*, the city council should consider the type, size and location of *development* and phasing if proposed. The city council may consider shorter terms with extensions.
3. If extensions are authorized in a *development agreement*, the *owner* must request the extension at least 90 calendar days prior to expiration of the term or any extension. For *development agreements* associated with land use decisions, the *city manager* may grant an extension for up to five years if the *owner* can satisfactorily show that, for a residential project, at least 50 percent of the residential units are constructed, or for nonresidential and mixed use projects, at least 50 percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the city council, unless another process is expressly provided for in the *development agreement*.

D. The City shall record an approved *development agreement* with the King County recorder’s office, at the cost of the *owner*.

E. The *owner* may request an amendment to a *development agreement*. Before voting on the amendment, the city council shall hold a public hearing. The city council shall approve, disapprove or modify an amendment by ordinance adopted by the vote of a majority plus one of the whole city council. The ordinance, if approving or modifying the *development agreement*, shall authorize the *city manager* to execute the amendment on behalf of the *City*. The city council shall not approve or modify an amendment unless it is consistent with any associated land use decisions and approved modifications thereto. [Ord. 15-0395 § 1 (Att. A); Ord. 12-0347 § 1 (Att. A).]