

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - PO Box 82607, Kenmore WA 98028 - Phone: 425-398-8900 - Fax: 425-481-3236

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, September 19, 2011
Kenmore City Hall
18120 68th Ave. NE, Kenmore, WA 98028

AGENDA ITEMS ARE SUBJECT TO CHANGE up to and including the time of the meeting; items may be added or dropped. Please call the City Clerk if you have any questions or to confirm the agenda items prior to the meeting at (425) 398-8900, or stop by City Hall at 18120 68th Avenue NE, Kenmore. The agendas are also available on our website at: www.kenmorewa.gov. Our public meetings are accessible to all members of the public. If you require special accommodations, please call the City Clerk at least three (3) days prior to the meeting.

I. CALL TO ORDER REGULAR MEETING

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CONSENT AGENDA

- A. Minutes of the June 28, 2011 Special Council Meeting/Workshop; July 18, 2011 Regular Council Meeting and July 25, 2011 Regular Council Meeting.
- B. Authorize the City Manager to Execute contract No. 11-C959 with King County; the 2012-2014 Regional Affordable Housing Program Interlocal Agreement for the Use of Local Low Income Housing Funds in King County - Nancy Ousley, Assistant City Manager

VI. CITIZEN COMMENTS

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

VII. BUSINESS AGENDA

VII. BUSINESS AGENDA

- A. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron Loewen, City Engineer and Jennifer Gordon, Public Works Operations Manager

VIII. COUNCILMEMBER COMMENTS/REPORTS

IX. ADJOURNMENT

Upcoming Meetings:

September 26, 2011 7:00 p.m. Regular Council Meeting
October 10, 2011 7:00 p.m. Regular Council Meeting

DRAFT

City of Kenmore
City Council Special Meeting/Workshop
Minutes
June 28, 2011

CALL MEETING TO ORDER - Mayor David Baker called the meeting to order at 6:00 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Milton Curtis, Councilmembers Bob Hensel, Laurie Sperry, Allan Van Ness, and Glenn Rogers.

Councilmember absent: John Hendrickson

Staff present: Fred Stouder, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Lauri Anderson, Senior Planner; Debbie Bent, Director of Community Development; and Lynn Suskin, City Clerk

BUSINESS AGENDA

Administrative Amendments to Title 17 (Land Division), Title 18 (Zoning) and Title 19 (Planning Policies and Procedures) of the Kenmore Municipal Code - Debbie Bent, Director of Planning & Community Development and Lauri Anderson, Senior Planner, were present to review the proposed administrative amendments to Title 17, 18 and 19. They were also available to answer any questions.

Discussion followed.

It was Council consensus to move the proposed administrative amendments to Title 17, 18 and 19 forward to a public hearing.

Councilmember Laurie Sperry moved to set a public hearing to receive public testimony on the proposed Administrative Amendments to Title 17 (Land Division), Title 18 (Zoning) and Title 19 (Planning Policies and Procedures) of the Kenmore Municipal Code. Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 8:40 p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

DRAFT

City of Kenmore
City Council Regular Meeting
Minutes
July 18, 2011

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

Councilmembers present: Mayor David Baker, Deputy Mayor Milton Curtis, Councilmembers Bob Hensel, John Hendrickson, Laurie Sperry, Allan Van Ness, and Glenn Rogers

Staff present: Fred Stouder, City Manager; Nancy Ousley, Assistant City Manager; Ron Loewen, City Engineer; Debbie Bent, Director of Community Development; Lauri Anderson, Senior Planner; Bryan Hampson, Director of Land Development and Permitting; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Mayor David Baker led the flag salute.

AGENDA APPROVAL

The Council approved the agenda as submitted.

CONSENT AGENDA

Councilmember John Hendrickson pulled Item No. A. Accept May 2011 Financial Reports for the City of Kenmore from the consent agenda for separate consideration.

It was the consensus that this item would be moved forward to the July 25, 2011 Council Meeting agenda for consideration.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state his concerns relating to the Surface Water Management fees.

Paul Hess, 19235 73rd Ave. NE, Kenmore, stated that he would like the Kenmore Municipal Code section that deals with livestock to not change and continue to allow roosters.

PUBLIC HEARING

Proposed Administrative Amendments to Title 17 (Land Division), Title 18 (Zoning) and Title 19 (Planning Policies and Procedures) of the Kenmore Municipal Code (KMC) - Debbie Bent, Director of Planning and Community Development, was present to provide a staff report in which

she stated that the proposed amendments are for housekeeping purposes. She was also available to answer any questions.

Mayor David Baker opened the public hearing to receive public testimony at 7:18 p.m.

The following members of the public provided comment:

David Hoffman, on behalf of the Master Builder's Association, stated they support the proposed amendments to the KMC.

Dennis Mendrey, 6410 NE 182nd St., Kenmore, was present to state that he supports the proposed amendments to the KMC.

Paul Hess, 19235 73rd Ave. NE, Kenmore, was present to state that he would like KMC Section 18.70.040 to continue to allow roosters.

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state his concerns relating to the number of animal licenses issued in Kenmore.

Mayor David Baker continued the public hearing to the July 25, 2011 Council Meeting.

BUSINESS AGENDA

Council Discussion, Direction and Possible Adoption of Ordinance No. 11-0329 An Ordinance of the City of Kenmore, Washington; Repealing Title 17 Land Division, Title 18 Zoning and Title 19 Planning Policies and Procedures of the Kenmore Municipal Code; Adopting New Title 17 Land Division, New Title 18 Zoning and New Title 19 Land Use Policies and Procedures of the Kenmore Municipal Code; Adopting Amendments to KMC Sections 2.20.120.A, 12.58.070.C, 12.75.010, 12.75.020.A, 12.75.020.F.1, 13.35.025.B.7.2, 13.35.030.Z, 13.40.070.F, 15.25.050.A.7, 15.25.050.A.10, 15.25.050.A.11, 15.25.050.A.12, 15.25.050.A.16, 15.25.070.A.5, 15.25.070.C, 15.25.140.A and 21.20.070.B to Provide Consistent Cross-Referencing to Title 17, Title 18 and Title 19 KMC; Amending Title 20 KMC Development Permits by Adding Chapter 20.47 Road and Park Impact Fees and Amending Section 20.50.010; and Establishing an Effective Date - Lauri Anderson, Senior Planner and Debbie Bent, Director of Planning and Community Development, were present to answer any questions.

Discussion followed.

It was Council consensus that the proposed Ordinance No. 11-0329 be moved forward for further consideration at the July 25, 2011 Council meeting.

Approve/Accept Street Wayfinding Signage and Banner Final Design - Nancy Ousley, Assistant City Manager, was present to provide a staff report. She was also available to answer any questions.

Miles Mazzie, Sussman/Prejza and Company, Inc. was in attendance to present the final designs and answer any questions.

Discussion followed.

Councilmember Laurie Sperry moved to Approve/Accept Street Wayfinding Signage and Banner Final Design. Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember John Hendrickson stated his concerns that his financial questions have not been answered regarding the 2011-2012 Budget. He would like the Council to direct the City Manager to respond. He submitted a letter into the record.

City Manager Stouder reiterated that Councilmember John Hendrickson's questions have been responded to/answered by both he and the Finance Director.

Mayor David Baker stated that if Councilmember John Hendrickson's question is whether we are using reserves, then he will get his question answered.

Councilmember Glenn Rogers reported that he and Councilmember Allan Van Ness had recently attended the pre-Grand Opening Ceremony for the Northshore Fire Department. He stated that the new building is impressive and is a very good thing for the community. He also stated that he had received many praises for the great job staff had done in regard to the 61st Ave. NE slide. He stated that he is also pleased that Kenmore is able to do more paving of streets than what had been anticipated.

Councilmember Allan Van Ness stating that the City's ability to accelerate our paving program shows what a good financial position the City is in.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 8:10 p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

DRAFT

City of Kenmore
City Council Regular Meeting
Minutes
July 25, 2011

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

Councilmembers present: Mayor David Baker, Deputy Mayor Milton Curtis, Councilmembers Bob Hensel, John Hendrickson, Laurie Sperry, Allan Van Ness, and Glenn Rogers.

Staff present: Fred Stouder, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Debbie Bent, Director of Planning and Community Development; Lauri Anderson, Senior Planner; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Mayor David Baker led the flag salute.

AGENDA APPROVAL

The Council approved the agenda as submitted.

CONSENT AGENDA

Councilmember Bob Hensel moved to approve the consent agenda as submitted. Deputy Mayor Milton Curtis seconded the motion to approve the Minutes of the June 27, 2011 Regular Council Meeting; Approval of Claim Nos. 24191-24275 in the Amount of \$1,333,811.90 for the Period Ending July 13, 2011; Accept May 2011 and June 2011 Financial Reports for the City of Kenmore; Approve Project Design Contract No. 11-C955 with Puget Sound Energy for Undergrounding Aerial Facilities as Part of the 61st Avenue NE and NE 181st Street Signal Improvement Project; Authorize the City Manager to Execute Contract No. 11-C956 with Perteet, Inc., for Surveying Services in the Amount of \$70,000; and a Motion to Cancel all the Regularly Scheduled Council Meetings for the Month of August, 2011. The motion passed unanimously.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state that his concerns relating to impact fees, federal cutbacks, and the need to find out what the Kenmore Village property is appraised for.

PUBLIC HEARING

Public Hearing to Receive Public Testimony Related to Proposed Revisions to the Kenmore Municipal Code Relating to Streets and Bridges; Amending Kenmore Municipal Code Title 12 Chapters 05, 10, 15, 20, 35, 40, and 55 - Ron Loewen, City Engineer, was present to provide a staff report. He was also available to answer any questions.

Mayor David Baker opened the public hearing to receive public testimony at 7:23 p.m.

The following member of the public commented:

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state that fees need to relate to market conditions. He distributed a newspaper article on the Burien Town Center.

Hearing no further public testimony, Mayor David Baker closed the public hearing at 7:26 p.m.

CONTINUED PUBLIC HEARING

Continued Public Hearing to Receive Further Public Testimony Relating to Proposed Administrative Amendments to Title 17 (Land Division), Title 18 (Zoning) and Title 19 (Planning Policies and Procedures) of the Kenmore Municipal Code – Debbie Bent, Director of Planning and Community Development, was present to provide a brief report. She, along with Senior Planner Lauri Anderson, was available to answer any questions.

Mayor David Baker opened the public hearing to receive public testimony at 7:29 p.m.

The following members of the public commented:

Daniel McCormick, 8053 NE 179th Place, Kenmore, was present to state that roosters should be prohibited within the city limits of Kenmore.

Gail Gordon, 8043 NE 179th Place, Kenmore, was present to state that roosters should be prohibited within the city limits of Kenmore.

Melissa Atchison, 8057 NE 179th Place, Kenmore, was present to state that roosters should be prohibited within the city limits of Kenmore.

Charles & Raymond Miller, 19621 66th Ave. NE, Kenmore, were present to state their concerns relating to property views and setbacks.

Anya Elkun, 8053 NE 179th Place, Kenmore, was present to state that roosters should be prohibited within the city limits of Kenmore.

Hearing no further public testimony, Mayor David Baker closed the public hearing at 7:45 p.m.

BUSINESS AGENDA

Council Discussion, Direction and Possible Adoption of Ordinance No. 11-0329 An Ordinance of the City of Kenmore, Washington; Repealing Title 17 Land Division, Title 18 Zoning and Title 19 Planning Policies and Procedures of the Kenmore Municipal Code; Adopting New Title 17 Land Division, New Title 18 Zoning and New Title 19 Land Use Policies and Procedures of the Kenmore Municipal Code; Adopting Amendments to KMC Sections 2.20.120.A, 12.58.070.C, 12.75.010, 12.75.020.A, 12.75.020.F.1, 13.35.025.B.7.2, 13.35.030.Z, 13.40.070.F, 15.25.050.A.7, 15.25.050.A.10, 15.25.050.A.11, 15.25.050.A.12, 15.25.050.A.16, 15.25.070.A.5, 15.25.070.C, 15.25.140.A and 21.20.070.B to Provide Consistent Cross-Referencing to Title 17, Title 18 and Title 19 KMC; Amending Title 20 KMC Development Permits by Adding Chapter 20.47 Road and Park Impact Fees and Amending Section 20.50.010; and Establishing an Effective Date - Lauri Anderson, Senior Planner and Debbie Bent, Director of Planning and Community Development were available to answer any questions.

Discussion followed.

Councilmember Bob Hensel moved to replace pages 275 and 276 dated July 12, 2011 of Ordinance No. 11-0329 Exhibit 1, with new pages 275 and 276 dated July 21, 2011 of Ordinance No. 11-0329 Exhibit 1. Councilmember Allan Van Ness seconded the motion. The motion passed 6-1 with Councilmember John Hendrickson voting no.

Deputy Mayor Milton Curtis moved to approve Ordinance No. 11-0329 An Ordinance of the City of Kenmore, Washington; Repealing Title 17 Land Division, Title 18 Zoning and Title 19 Planning Policies and Procedures of the Kenmore Municipal Code; Adopting New Title 17 Land Division, New Title 18 Zoning and New Title 19 Land Use Policies and Procedures of the Kenmore Municipal Code; Adopting Amendments to KMC Sections 2.20.120.A, 12.58.070.C, 12.75.010, 12.75.020.A, 12.75.020.F.1, 13.35.025.B.7.2, 13.35.030.Z, 13.40.070.F, 15.25.050.A.7, 15.25.050.A.10, 15.25.050.A.11, 15.25.050.A.12, 15.25.050.A.16, 15.25.070.A.5, 15.25.070.C, 15.25.140.A and 21.20.070.B to Provide Consistent Cross-Referencing to Title 17, Title 18 and Title 19 KMC; Amending Title 20 KMC Development Permits by Adding Chapter 20.47 Road and Park Impact Fees and Amending Section 20.50.010; and Establishing an Effective Date. Councilmember Glenn Rogers seconded the motion. The motion passed 6-1 with Councilmember John Hendrickson voting no.

Adopt Ordinance No. 11-0330 An Ordinance Revising the Kenmore Municipal Code Relating to Streets and Bridges; Amending Kenmore Municipal Code Title 12 Chapters 05, 10, 15, 20, 35, 40, and 55 - Ron Loewen, City Engineer, was available to answer any questions.

Deputy Mayor Milton Curtis moved to adopt Ordinance No. 11-0330 An Ordinance Revising the Kenmore Municipal Code Relating to Streets and Bridges; Amending Kenmore Municipal Code Title 12 Chapters 05, 10, 15, 20, 35, 40, and 55 with the word "code" being added to page 12-3 Item D. at the end of the sentence. Councilmember Bob Hensel seconded the motion. The motion passed 6-1 with Councilmember John Hendrickson voting no.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember John Hendrickson stated that he still has not gotten his financial questions answered.

Mayor David Baker gave Councilmember John Hendrickson another copy of a staff report that had been previously distributed to Council at their March 28, 2011 Council meeting that responded/answered each one of Councilmember John Hendrickson's financial questions.

Councilmember Bob Hensel thanked staff for all their hard work on the adopted ordinances. He stated that he is pleased that the amendments took out 144 pages from the Kenmore Municipal Code.

Councilmember Laurie Sperry announced that she had received an invitation from Key Bank to attend a networking meeting that would focus on woman-owned businesses. She stated that they had wanted a Council representative to attend the meeting, but that due to her schedule, she will be unable to attend.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 8:10 p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Motion to Authorize the City Manager to Execute Contract No. 11-C959 with King County; the 2012-2014 Regional Affordable Housing Program Interlocal Agreement for the Use of Local Low Income Housing Funds in King County			19 September 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Nancy Ousley	425-398-8900
COST OF PROPOSAL: Staff time to review proposed agreement revisions and prepare agenda bill; future potential staff/Council time for reviewing funding recommendations		ACCOUNT NUMBER: n/a	
AMOUNT BUDGETED: n/a		NAME AND FUND #: n/a	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1) 2012-2014 Regional Affordable Housing Interlocal Agreement as approved the Metropolitan King County Council July 11, 2011 2) Capital Fund Projects Funded 3) Operations and Maintenance Projects Funded 4) Program Revenues 5) RCW 36.22.178 6) King County Joint Recommendation Committee Information			
SUMMARY STATEMENT: By approving this agreement, Kenmore would join 24 other cities and King County in participating in how funds that are collected through document recording surcharge fees are directed to affordable housing projects through the County. King County Growth Management Planning Council's Housing Finance Task Force, which was appointed in 1994, advocated for legislation to create a new local funding source for affordable housing that would help jurisdictions meet affordable housing targets. The legislation passed and became effective in 2002 (RCW 32.22.178); it created a ten dollar surcharge on document recording fees—of the fees collected, up to 5% can be retained by the County to administer the collection and distribution of fees; 40% goes to the State for low income housing programs administered by the Department of Commerce; and the remaining funds are available to support low income housing in the County. The Regional Affordable Housing Program has invested \$29.6M in capital and operating funds since its inception. Funds are targeted to serve households at or below 50% of area median income. King County's program features targets for funding allocations by geographic region (Seattle, North/East and South). The governance structure for the Program mirrors the Community Development Block Grant and HOME programs' structure, which involves the Joint Recommendations Committee and staff groups that recommend program actions to the JRC. Mayor Baker is vice-chair of the JRC. Kenmore is a member of the King County CDBG/HOME Consortium, which shares in the administration and distribution of federal funds for housing and community development. The most recent interlocal agreement for the Program covered a term of 2007-2011. The proposed RAHP Agreement for 2012-2014 contains two revisions from the previous agreement: 1) The term of the agreement is changed to conform to the same three year schedule as CDBG/HOME			

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VB. Authorize the City Manager to Execute contract No. 11-C959 with King County; the 2012-2014 Regional Affordable Housing Program Interlocal Agreement for the Use of Local Low

agreements as required by the US Department of Housing and Urban Development, and adds an automatic renewal clause to the agreement for successive three year periods, if the parties agree that no changes are needed prior to the renewal date; and 2) a new clause calls for Consortium to convene in the event an emergency is declared which results in displacement or interim housing needs that could potentially be addressed by Consortium federal or Regional Affordable Housing Program funds.

Kenmore residents have participated, along with other King County residents, in paying the recording fee surcharge since 2002, and joining the Consortium allows Kenmore to play a formal role in how the funds are distributed to affordable housing projects. Joining the Consortium does not add costs to the City or residents and does not change funding eligibility for projects that may be located in Kenmore.

Though Kenmore was not part of the 2007-2011 Regional Affordable Housing Program Consortium, the City can join the Consortium by approving the updated agreement this year. The Metropolitan King County Council approved the interlocal agreement on July 11, 2011.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:
The City of Kenmore has consistently participated in regional efforts to fund affordable housing. The City has been a member of the Community Development Block Grant/HOME Consortium since incorporation. The City is a long time member of A Regional Coalition for Housing (ARCH), in partnership with 11 other cities and King County.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

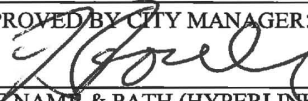
Authorize the City Manager to Execute Contract No. 11-C959 with King County; the 2012-2014 Regional Affordable Housing Program Interlocal Agreement for the Use of Local Low Income Housing Funds in King County.

**REVIEWED BY FINANCE
DIRECTOR:**



**REVIEWED BY CITY
ATTORNEY:**

APPROVED BY CITY MANAGER:



TODAY'S DATE: 1 Sept 2011
REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):
Noted below

REGIONAL AFFORDABLE HOUSING PROGRAM INTERLOCAL COOPERATION AGREEMENT

An Agreement for the use of SHB 2060 Local Low Income Housing Funds in King County

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the "county", and the City of _____, hereinafter referred to as the "city", said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, the King County Countywide Planning Policies, hereinafter referred to as the "CPPs", developed pursuant to the Washington State Growth Management Act, have established standards for cities to plan for their share of regional growth and affordable housing; and

WHEREAS, to implement the CPPs, the King County Growth Management Planning Council appointed a public-private Housing Finance Task Force in 1994, hereinafter referred to as the "HFTF," to recommend potential fund sources for affordable housing for existing low income residents and for meeting the affordable housing targets for future growth; and

WHEREAS the HFTF recommended a document recording fee as a source of regional dollars for low-income housing development and support, and recommended that representatives of the county, cities and the housing community work together to make decisions about the use and administration of such a fund; and

WHEREAS RCW 36.22.178 provides, in pertinent part, that:

... [A] surcharge of ten dollars per instrument shall be charged by the county auditor for each real property document recorded, which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration and local distribution of the funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer . . .

* * *

All of the remaining funds generated by this surcharge will be retained by the county and deposited into a fund that must be used by the county and its cities and towns for eligible housing projects or units within housing projects that are affordable to very low-income households at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated pursuant to eligible housing projects or units within such housing projects that serve extremely low and very low income households in the county and cities within the county, according to

an interlocal agreement between the county and the cities within the county, consistent with countywide and local housing needs and policies ... [and in accordance with the eligible activities listed in the RCW 36.22.178].

and

WHEREAS, existing Interlocal Cooperation Agreements or Joint Agreements between the county and cities in the King County Community Development Block Grant Consortium, hereinafter referred to as the "CDBG Consortium Agreements," and/or existing Interlocal Cooperation Agreements between the county and cities in the King County HOME Investment Partnerships Program Consortium, hereinafter referred to as the "HOME Consortium Agreements," are not modified by this Regional Affordable Housing Program Agreement; and

WHEREAS, the city and county agree that affordable housing is a regional issue, that cooperation between the cities and the county is beneficial to the region, and that a regional approach to utilizing the RCW 36.22.178 funds will allow those funds to be used in the most productive manner; and

WHEREAS, it is mutually beneficial and desirable to enter into a cooperative agreement in order to administer the RCW 36.22.178 revenue as a regional fund, as authorized by the Intergovernmental Cooperation Act, RCW 39.34, and, as required by RCW 36.22.178 ;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. Definitions and Interpretation.

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

"Joint Recommendations Committee" or "JRC" means the interjurisdictional body developed pursuant to and the CDBG and HOME Consortia Agreements as described in Section III of this Agreement.

"Interjurisdictional Advisory Committee" or "Advisory Committee" means the work group consisting of representatives from cities eligible to participate in the Regional Affordable Housing Program, and from the county. This group is advisory to the JRC.

"RAHP/2060 Planning Group" means the planning group consisting of representatives from the cities, from the county, and from housing and human services agencies serving King County, that will convene during the year the Regional Affordable Housing Program Guidelines expire to review the program and the guidelines and to recommend any changes or updates to the guidelines to the JRC.

II. General Agreement

The purpose of this Agreement is to establish the Regional Affordable Housing Program ("RAHP"), to be administered by the county in cooperation with cities and towns within the county that are eligible to participate in the program. The local portion of RCW 36.22.178 revenue shall be administered as a regional fund by the King County Housing and Community Development Program in a manner that is consistent with countywide and local housing needs and policies. The city and the county agree to cooperate in undertaking RAHP activities as set forth herein.

III. Administration, Distribution and Use of the RAHP.

A. Joint Recommendations Committee

An interjurisdictional Joint Recommendations Committee (JRC) has been established through the CDBG and HOME Consortia Interlocal Cooperation Agreements and is hereby adopted as part of this Agreement. Changes to the JRC that occur in the CDBG and HOME Consortia Interlocal Agreements are incorporated by reference into this Agreement.

1. Composition of the JRC. For RAHP purposes, the JRC shall be composed of cities' representatives and county representatives as specified in the CDBG and HOME Consortia Agreements, with the addition of an appointment from the City of Seattle. The Seattle JRC representative will only attend JRC meetings that concern the RAHP funds and will be entitled to vote solely on RAHP issues and not on other King County Consortium matters coming before the JRC. The Seattle representative shall be an elected official, department director or comparable level staff.
2. Powers and Duties of the JRC. The JRC shall be empowered to:
 - a. Review and adopt annual RAHP fund allocations.
 - b. Review and adopt RAHP allocation policies.
 - c. Review and adopt any subsequent updates to the RAHP Administrative Guidelines, as needed (the most recent version of the RAHP Administrative Guidelines are attached to this Agreement as Exhibit 1 for illustrative purposes). A jurisdiction that is party to this Agreement may dispute a JRC decision concerning the RAHP Guidelines by informing the JRC Chair of the dispute, and the JRC Chair will schedule time on the JRC agenda to discuss and resolve the disputed issue. In carrying out its duties, the JRC shall make decisions that are consistent with the RCW 36.22.178, the Consolidated Housing and Community Development Plan of the King County Consortium and the City of Seattle, the Ten Year Plan to End Homelessness in King County and other local housing plans, as applicable.

3. Interjurisdictional Advisory Committee to the JRC. In fulfilling its duties under this Agreement, the JRC shall consider the advice of an Advisory Committee, made up of representatives from those jurisdictions eligible to participate in the RAHP that choose to send representation. The Advisory Committee will meet at least once per year with county staff to recommend projects for RAHP funding to the JRC and may monitor the distribution of RAHP funds to the sub-regions and make recommendations to the JRC concerning actions to achieve geographic equity. If the Advisory Committee considers issues other than the RAHP, the staff from the City of Seattle shall only participate for the purpose of making RAHP recommendations.
- B. Administration of RAHP Programs. The King County Housing and Community Development Program (HCD) staff shall distribute RAHP funds pursuant to the allocations adopted annually by the JRC, and shall administer the program pursuant to the terms of this Agreement and the RAHP Administrative Guidelines.
- County HCD staff shall provide the JRC and the Advisory Committee with an annual report that provides information about the capital housing projects that were awarded RAHP funds in that year, as well as the status of capital housing projects that were awarded RAHP funds in a prior year(s).
- County HCD staff shall invite the representatives of cities that are a party to this Agreement to be involved in any work groups convened to update the RAHP Operations and Maintenance (O&M) Fund policies, and to be on the review panel that will recommend O&M funding awards to the JRC.
- C. Administrative Costs. The county agrees to pay the costs of administering the RAHP out of the five percent (5%) of the funds collected by the county for expenses related to collection, administration and local distribution of the funds, pursuant to RCW 36.22.178. No portion of the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall be utilized for RAHP administration.
- D. Interest on the RAHP Fund. Interest accrued on the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall remain with the RAHP fund and will be distributed to projects according to the subregional allocation target formula found in the RAHP Administrative Guidelines.
- E. Sub-Regional Geographic Equity. The parties intend that the RAHP funds shall be awarded to projects throughout the county in a fair and equitable manner over the duration of this Agreement. Equity is to be achieved through sub-regional allocation targets, as follows: A fixed percentage of RAHP local funds will be allocated to each sub-region of the county identified in the RAHP Administrative Guidelines by the expiration of this Agreement. The percentage goals for each sub-region set by the formula in the RAHP Administrative Guidelines shall be updated by the JRC when new data is available.

- F. General Use of Funds. The local portion of the RCW 36.22.178 revenue shall be utilized to meet regional housing priorities for households at or below fifty percent (50%) of area median income, as established in the RAHP Administrative Guidelines.
- G. Compliance with Fair Housing Laws. Parties to this Agreement must take actions necessary to ensure compliance with the Federal Fair Housing Act, as amended, the Americans with Disabilities Act of 1990, and other applicable state and local fair housing laws.

IV. Effective Date

This Agreement shall be effective on January 1, 2012.

V. Agreement Duration

- A. This Agreement shall extend for a three-year period, through the 2012, 2013 and 2014 calendar years, and shall remain in effect until the RAHP funds allocated in this three-year period, including any recaptured funds received with respect to activities funded during this three-year period, are expended, and the funded activities completed.
- B. Renewal. In the final year of the three-year Agreement period, the county will initiate a review of the Agreement no later than March 1st, through an invitation to all eligible cities in the county, to determine whether a majority of cities favor automatic renewal without amendment for a successive three-year period, or whether there are potential amendments. This Agreement shall be automatically renewed for participation in a successive three-year Agreement period, unless the city official empowered to sign the Agreement provides written notice to the county that it elects not to participate in a new three-year Agreement period, or that it wishes to amend the Agreement, by the date set forth by the County in a letter to the city following the review process.

VI. General Matters and Recording

- A. No separate legal or administrative entity is created by this Agreement. It is not anticipated that the JRC, the Advisory Committee, nor the RAHP/2060 Planning Group will acquire or to hold any real or personal property pursuant to this Agreement. Any personal property utilized in the normal course of the work of such bodies shall remain the property of the person, entity or city initially offering such personal property for the use of any such body.
- B. The county may terminate this Agreement if at least forty percent (40%) of the jurisdictions in the county representing seventy-five percent (75%) of the population of the county have not signed this Agreement by February 1, 2012, and by February 1st of the first year of successive three-year periods.
- C. The parties to this agreement agree to convene the King County RAHP Consortium as rapidly as possible after a proclamation of a state of emergency by

the King County Executive or when the King County Emergency Coordination Center activates Emergency Services Function 6 (ESF-6), which provides for mass care, emergency assistance, housing and human services. The RAHP Consortium will be convened through a meeting of the Joint Recommendations Committee (JRC) and any representatives of Consortium Cities that desire to attend. The meeting will be convened after the county has been able to gather adequate information regarding housing displacement and potential interim housing needs as a result of the emergency. The purpose of the JRC meeting will be to review the Post-Disaster Interim Housing Annex to the King County Comprehensive Emergency Management Plan, and other available information regarding the emergency, and to begin the process to acquire all federal, state, private or other disaster funding assistance for housing and related needs available to the Consortium. The JRC will also begin the process to determine if the Consortium can commit any RAHP Consortium funds or other Consortium funds (CDBG, Disaster CDBG, HOME or other federal funds that may be available to the King County Consortium through the U.S. Department of Housing and Urban Development) for disaster interim housing efforts.

D. Recording - Pursuant to RCW 39.34.040, this Agreement shall be filed with King County Records.

KING COUNTY, WASHINGTON

CITY OF _____

For King County Executive

By: Signature

Jackie MacLean, Director
Printed Name

Printed Name

Department of Community and Human Services

Title

Date

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF _____
CITY ATTORNEY

Michael Sinsky, King County Senior Deputy
Prosecuting Attorney

City Attorney

ATTEST:
CITY OF _____

City Clerk

EXHIBIT 1

King County Regional Affordable Housing Program

Administrative Guidelines

I. Introduction

The provisions of Substitute House Bill (SHB) 2060 became effective in Washington State on June 13, 2002.

SHB 2060 created a document recording fee on certain documents to be utilized for low income housing. Administration of the fund is shared between local governments and the State. The local portion of SHB 2060 funds is to be administered pursuant to a cooperative agreement between the county and the cities and towns within King County.

The work of the Housing Finance Task Force (HFTF), appointed by the King County Growth Management Planning Council in 1994, led to the passage of SHB 2060. In recognition of the recommendations made by the HFTF, a Regional Affordable Housing Program (RAHP)/2060 Planning Group convenes to plan for the use of King County SHB 2060 funds. The King County RAHP/2060 Planning Group¹ is made up of city representatives, county representatives, and representatives from a variety of private housing and services organizations in King County.

¹ City representatives have included staff from the cities of: Burien, Tukwila, Kent, Federal Way, Redmond, Kirkland, Issaquah, Shoreline, Covington, Seatac, Auburn, Seattle, Bellevue and ARCH

Housing and services organization representatives included staff from the following: Seattle-King County Housing Development Consortium, Impact Capital, South King County Multi-Service Center, Hopelink, Fremont Public Association, Seattle Habitat for Humanity, South King County Habitat for Humanity, Friends of Youth, the Salvation Army, Community Psychiatric Clinic, Lifelong Aids Alliance, St. Andrews Housing Group, Housing Resource Group, EDVP, YWCA, Mental Health Housing Foundation, Rental Housing Association, Highline-West Mental Health, Valley Cities Counseling, Seattle Emergency Housing Service, Common Ground, and Vietnam Veterans. Leadership Program, Compass Center, Catholic Community Services, the King County Housing Authority, Seattle Mental Health, and the Committee to End Homelessness

The King County RAHP/2060 Planning Group has designed a regional low income housing fund source, to be administered by the King County Housing and Community Development Program (HCD) in the Department of Community and Human Services.

II. Duration of the Guidelines

The RAHP Guidelines shall take effect on January 1, 2007, and shall remain in effect until updated through the interjurisdictional Joint Recommendations Committee (JRC).

III. Review and Update of the Guidelines

Beginning in 2010, the Guidelines may be updated through the JRC pursuant to the RAHP Interlocal Cooperation Agreement, hereinafter “RAHP Agreement”, as needed. The RAHP/2060 Planning Group will be convened to recommend any proposed changes to the Guidelines for presentation to the JRC for adoption.

IV. Decision-Making Structure and Regional Allocation Method

A. Approving Body – Joint Recommendations Committee.

The JRC, as defined in the RAHP Agreement, shall be the body that reviews and updates the RAHP Guidelines beginning in 2010, and reviews and adopts annual RAHP funding allocations and related allocation policies. The JRC will be expanded, pursuant to the RAHP Agreement, to include representation from the City of Seattle on RAHP matters.

Allocations and related policies adopted by the JRC must be consistent with these RAHP Guidelines, the Consolidated Plans of the King County Consortium and the City of Seattle, other local housing plans, as applicable, and the Ten Year Plan to End Homelessness in King County.

1. Appeal Process for JRC Decisions

a. Cities – Adoption of Guidelines

Pursuant to the RAHP Interlocal Agreement, a participating jurisdiction may appeal a JRC decision concerning the update of RAHP Guidelines. The jurisdiction must inform the Chair of the JRC, and the JRC chair will schedule time on the JRC agenda to discuss the appeal issue.

b. Applicants – Annual Fund Allocations

Applicants for RAHP funds may appeal a JRC allocation decision if they have grounds based on substantial violation of a fair allocation process, such as bias, discrimination, conflict of interest, or failure to follow the RAHP Guidelines. Appeals by applicants will receive initial review for adequate grounds by the Director of the King County DCHS. If adequate grounds for an appeal are found, the DCHS director will put the appeal on the JRC agenda for review.

B. Annual Fund Allocation Recommendations

An interjurisdictional advisory committee to the JRC, made up representatives from participating jurisdictions in the RAHP Consortium, will work with the King County Housing Finance Program (HFP) staff of King County HCD to make RAHP allocation recommendations and related program policy recommendations to the JRC. While the advisory committee may make recommendations concerning several fund sources for affordable housing in the King County Consortium, the City of Seattle staff will participate on the committee solely for the purpose of making RAHP recommendations.

The review process for RAHP allocations will proceed as follows:

- King County HCD staff will review all RAHP applications and make preliminary funding recommendations.
- Cities' staff will review applications for projects in their jurisdiction and make preliminary recommendations on those applications.

- Cities' staff will receive information on all RAHP applications to review prior to the advisory committee meeting at which final funding recommendations are formulated for transmittal to the JRC.
- Advisory committee participants will meet together at least annually to decide upon RAHP funding recommendations to the JRC, and may meet at other times during the year, as necessary, to discuss RAHP issues and make recommendations to the JRC.

C. Subregional Allocation Targets

The RAHP Fund will be a flexible fund that can address regional and subregional housing needs. The fund will use subregional allocation targets as a means to achieve geographic equity in the distribution of SHB 2060 funds by the end of each Interlocal Cooperation Agreement period.

1. Subregional Areas:

- a. City of Seattle Subregion
- b. North/East Subregion – north and east urban and rural areas, including 34 percent of unincorporated King County²
- c. South Subregion – south urban and rural areas, including 66 percent of unincorporated King County

2. Formula for Subregional Allocation Targets

Each subregion will have a targeted percentage of the RAHP funds, including the interest on the RAHP funds, allocated to projects within the subregion over the period of time that the RAHP Guidelines are in effect. Each subregion will receive allocations to

² Percent of unincorporated King County attributed to the North/East and South Subregions is based on the 2000 census data for households in the unincorporated portions of the King County Community Planning Areas, as listed in the 2002 Annual Growth Report.

projects within the subregion that are equal to or greater than 95 percent, of the subregions' allocation target by the end of each Interlocal Cooperation Agreement period.

The formula for allocating RAHP funds to the subregions is as follows:

- One half of the RAHP funds shall be targeted for allocation among the three subregions based on each subregion's relative share of total existing need for affordable housing. Existing need shall be determined by the percentage of low-income households paying more than 30 percent of their income for housing in the subregion, according to the 2000 U.S. Census data.
- One half of the RAHP funds shall be targeted for allocation amongst the three subregions based on the subregions' growth targets for future need, as established through the Growth Management Planning Council. Future need shall be determined by the subregions' relative share of total future need for affordable housing in the County. A subregion's relative share of future need is the percentage of the subregion's affordable housing target for low-income households relative to the cumulative affordable housing target for low-income households of all jurisdictions in the county, including unincorporated King County³. Based upon the RAHP formula, the sub-regional allocation targets are as follows:

City of Seattle:	37.9 percent
South:	32.7 percent
North/East:	29.4 percent

³ The percentage of a subregion's target relative to the cumulative target is derived by averaging the target percentages of the jurisdictions within that subregion. For each jurisdiction, the target percentage is calculated in the following manner: the number of households that a jurisdiction must anticipate, per the 2002-2022 Countywide Planning Policy (CPP) Growth Target, is multiplied by .24 or .20 (depending on the ratio of low wage jobs to low cost housing for the jurisdiction in Appendix 3 of the CPPs); that number is divided by the cumulative affordable housing target for low income households of all King County jurisdictions, including unincorporated King County.

3. Interjurisdictional Advisory Committee to Monitor Subregional Allocation

Targets

The advisory committee will monitor the subregional distribution of RAHP funds every year, determining if any subregion(s) received allocations below 95 percent of the subregion's allocation target.

If any subregion received allocations under 95 percent of the target allocation after several funding cycles, the HCD staff will work with the advisory committee to adjust the allocation targets of such subregion(s) in the subsequent funding cycles, as needed. In addition, the advisory committee may propose strategies and actions, for review by the JRC, that are designed to increase the percentage of RAHP funds spent in those subregion(s). Staff of the jurisdictions that are parties to the RAHP Agreement will assist in implementing actions that will aid in achieving geographic equity in RAHP allocations by the end of each Interlocal Cooperation Agreement period.

V. Use of the RAHP Funds in King County

A. RAHP Priorities

1. Top Priority:

- Capital funds for the acquisition, rehabilitation and/or new construction of units of eligible housing types. New construction is not eligible if the low-income housing vacancy rate for all of King County exceeds 10 percent⁴.

2. Second Priority:

- Operations & Maintenance ("O&M") fund program for existing homeless housing⁵. This program provides O&M funding for existing⁶ transitional

⁴ The low income housing vacancy rate for each county will be established by the state, pursuant to the SHB 2060 legislation.

housing and transition in place⁷ units. The housing units must be eligible for the Washington State Housing Trust Fund, and must show that they require RAHP O&M funds in order to cover ongoing building operating expenses.

3. Third Priority:

- O& M funds for existing emergency shelters and licensed overnight youth shelters.

4. Last priority:

- Rental assistance vouchers to be administered by a local housing authority in conformity with the Section 8 program.

B. RAHP Eligibility

1. Eligible Housing Types

a. Capital Funds

- Permanent rental housing units
- Transition in place and transitional housing units; units that are not time-limited are encouraged.
- Emergency shelter and licensed overnight youth shelter⁸
- Ownership housing

b. O&M Funds:

- Existing transitional and transition in place housing units

⁵ The O&M fund for the guidelines is set at approximately 22 percent of \$3,222,000 (the average of the RAHP collections in 2004 and 2005), which is \$700,000 per year for the four year period of the guidelines.

⁶ Existing housing is defined as housing that exists as of the date of an application for RAHP funds.

⁷ Transition in place units are permanent rental units where supportive services are provided for a period of time, as needed by a household. Households do not need to move when the supportive services are phased out.

- Existing emergency shelters and licensed overnight youth shelters

2. Eligible Populations Served by Housing Units

- All units funded with RAHP funds must serve households at or below 50 percent of area median income. Projects that include units for households at or below 30 percent of area median income are encouraged.
- Homeless households⁹, including youth.
- Households at risk of homelessness.¹⁰
- Disabled households or households with a disabled member.
- Families.
- Special needs populations, including seniors.

3. Eligible Applicants

- Nonprofit organizations
- Housing Authorities
- Local governments
- For-profit entities are only eligible for capital funds in the top priority.

This is due to the language of the SHB 2060 legislation, which restricts building operations and maintenance funds to projects “eligible for the Washington State Housing Trust Fund.” For-profit entities are not eligible for the Washington State Housing Trust Fund.

⁸ RAHP funds are limited to 50 percent of the development cost of any project; consequently, if a shelter project cannot secure adequate funding for the entire cost of development, the RAHP cannot prioritize the project.

⁹ Homeless households include: households that lack a fixed, regular and adequate residence; households that reside in a publicly or privately operated shelter designed to provide temporary living accommodations; households that reside in time-limited housing; and households that currently reside in an institution and will be exiting the institution without a fixed, regular and adequate residence.

¹⁰ Households at risk of homelessness include: households paying 50 percent or more of their income for rent, households that have a history of homelessness and are currently unstable, households living in overcrowded or substandard housing, households

4. Eligible use of RAHP Funds by Priority

a. Capital funds:

- Acquisition of land for eligible housing.
- New construction of eligible housing.
- Acquisition of building(s) for eligible housing.
- Rehabilitation of units of eligible housing or to create new units of eligible housing.
- Capitalization of a replacement reserve in connection with a capital investment for new or existing eligible housing units.
- Capitalization of O&M rent buy-down reserves for new eligible housing units to serve households below 50 percent of AMI that are primarily homeless¹¹, or at risk of homelessness¹². Capitalized O&M reserves may only be used to write down rents to very affordable rent levels, below 30 percent of AMI and below 50 percent of AMI (i.e. between 30 percent and 50 percent of AMI,) for units that do not have debt service. Capitalized O&M reserves must be used for expenses directly related to running the building and may not be used for services to the tenants or to cover debt service¹³. This eligible use may not exceed 20 percent of the RAHP capital funds in any funding cycle.

that are substantially behind on their monthly housing payment or have a pending eviction, households with a disability whose housing is at risk due to aging relatives or other factors.

¹¹ See Note 6.

¹² See Note 7.

¹³ Other requirements for capitalized O&M reserves include: 1) projects will not be eligible for these funds unless they have either applied first to CTED for O&M and been denied, or have not received Housing Trust Fund capital dollars and are, therefore, not eligible for O&M from CTED; 2) funds will be awarded only in appropriate amounts as needed pursuant to review

b. O&M Funds:

- Existing transition in place or transitional housing units are eligible for O&M for ongoing building operations and maintenance expenses that cannot be covered by the rental income of the project, and may not include the cost of services to tenants or debt service.
- Existing emergency shelters and licensed, overnight youth shelters are eligible for O&M for general operating expenses, including services.

c. Vouchers:

- Rental assistance vouchers must be administered by a local housing authority in conformity with the Section 8 program.

VI. RAHP Administration

The RAHP funds shall be administered as a regional fund by the King County HCD Program.

A. RAHP Capital Funds

RAHP capital funds, including capitalized O&M reserves for new projects and maintenance reserves, will be administered by HFP in conjunction with other fund sources administered by HFP.

by the Housing Finance Program, and will be subject to negotiated modifications; and 3) capitalized reserves will be committed for a maximum of five years' rent buy-down subsidy.

The HFP will staff the interjurisdictional advisory committee and will work with the committee to develop RAHP funding allocation recommendations and related policy recommendations for JRC review and adoption.

The HFP will distribute RAHP funds through contracts pursuant to the allocations adopted by the JRC, and will generate an annual RAHP report that provides information about the projects that received funding in the current year, as well as the status of projects awarded RAHP funds in prior year(s).

The terms of the King County Housing Opportunity Fund (HOF) will apply to RAHP contracts, with the exception of the following:

- To the extent that there are differences between the HOF guidelines and RAHP guidelines, the RAHP guidelines will apply.
- A financial match by the local government where a housing project is to be located is not required, but is encouraged.
- RAHP funds will have no maximum subsidy per unit, but the development portion of the award (not including O&M rent buy-down reserves) will be limited to 50 percent of the total development cost of a project.

B. RAHP Operating and Maintenance Funds

The RAHP O&M funds will be administered through the King County HCD Program's Homeless Housing Programs (HHP) Section.

The priority for RAHP O&M funds is existing projects that have been unsuccessful in receiving State 2060 O&M funds or ESAP funds.

HHP will work with the Committee to End Homelessness to ensure that the uses of RAHP O&M funds are consistent with the priorities of the Ten Year Plan to End Homelessness.

HHP will invite city staff and other stakeholders to participate in updating the RFP parameters for O&M funds, if and when updates are necessary, and will invite the same to participate on the panel to review applications for the RAHP O&M funds. The review panel will recommend O&M fund awards to the JRC for final adoption.

RAHP funds: Project period 2003 - 2006

First ILA period 2003 - 2006				
2003	Subregion			
	2003 - 2006 Funds: Subregional target			
2003	Fall 2003 goal	South	North/East	Seattle
		32.3%	28.3%	39.4%
	Proposed 2003 allocation	849,000	969,000	1,160,500
2004	Actual 2003 allocation	380,910	1,438,590	1,180,500
		12.7%	48.0%	39.4%
	Actual subregional percentage			
2005	Fall 2004 goal to meet interlocal targets	2,320,062	989,806	2,069,752
	Proposed 2004 allocation	1,489,000	2,146,112	1,824,740
	Actual subregional percentage	22.6%	43.4%	34.0%
2006	Fall 2005 goal to meet interlocal targets	1,185,828	-	1,353,787
	Proposed 2005 allocation	1,085,828	-	-
	Actual 2005 allocation	670,000	-	670,000
2007	Actual 2006 allocation	1,353,787	-	1,353,787
		25.1%	29.5%	34.2%
	Actual subregional percentage - this round			
Final percentage for 2003 - 2006				
		31.9%	29.1%	39.0%

Second ILA period 2007 - 2011				
2007 - 2011 Funds: Subregional targets	Subregion			
	2007 - 2011 Funds: Subregional targets			
2007	Fall 2006 goal (based on ILA targets and 2007 actuals)	South	North/East	Seattle
		32.7%	29.4%	37.9%
	Actual 2006 allocation: \$4,865,162	944,785	849,440	1,095,025
2008	Actual 2007 allocation	1,392,500	824,375	1,900,000
		Recaptured		
	Actual subregional percentage			
2009	Fall 2007 goal (based on ILA targets)	230,000		
	Proposed 2007 allocation	680,000		
	Actual 2007 allocation	30,000	324,375	500,000
2010	Actual 2008 allocation	150,000		1,400,000
	Actual subregional percentage			
Final percentage for 2007 - 2011				
		33.8%	20.0%	46.2%

Third ILA period 2009 - 2011				
2009 - 2011 Funds: Subregional targets	Subregion			
	2009 - 2011 Funds: Subregional targets			
2009	Fall 2008 goal (based on ILA targets)	South	North/East	Seattle
		32.7%	29.4%	37.9%
	Actual 2008 allocation: \$1,890,671	944,785	849,440	1,095,025
2010	Actual 2009 allocation	1,392,500	824,375	1,900,000
		Recaptured		
	Actual subregional percentage			
Final percentage for 2009 - 2011				
		33.8%	20.0%	46.2%

Fourth ILA period 2011 - 2013				
2011 - 2013 Funds: Subregional targets	Subregion			
	2011 - 2013 Funds: Subregional targets			
2011	Fall 2009 goal (based on ILA targets)	South	North/East	Seattle
		32.7%	29.4%	37.9%
	Actual 2009 allocation: \$2,547,576	944,785	849,440	1,095,025
2012	Actual 2010 allocation	1,392,500	824,375	1,900,000
		Recaptured		
	Actual subregional percentage			
Final percentage for 2011 - 2013				
		33.8%	20.0%	46.2%

Fifth ILA period 2013 - 2015				
2013 - 2015 Funds: Subregional targets	Subregion			
	2013 - 2015 Funds: Subregional targets			
2013	Fall 2010 goal (based on ILA targets)	South	North/East	Seattle
		32.7%	29.4%	37.9%
	Actual 2010 allocation: \$560,603	944,785	849,440	1,095,025
2014	Actual 2011 allocation	1,392,500	824,375	1,900,000
		Recaptured		
	Actual subregional percentage			
Final percentage for 2013 - 2015				
		33.8%	20.0%	46.2%

Sixth ILA period 2015 - 2017				
2015 - 2017 Funds: Subregional targets	Subregion			
	2015 - 2017 Funds: Subregional targets			
2015	Fall 2011 goal (based on ILA targets)	South	North/East	Seattle
		32.7%	29.4%	37.9%
	Actual 2011 allocation: \$660,603	944,785	849,440	1,095,025
2016	Actual 2012 allocation	1,392,500	824,375	1,900,000
		Recaptured		
	Actual subregional percentage			
Final percentage for 2015 - 2017				
		33.8%	20.0%	46.2%

Seventh ILA period 2017 - 2019				
2017 - 2019 Funds: Subregional targets	Subregion			
	2017 - 2019 Funds: Subregional targets			
2017	Fall 2012 goal (based on ILA targets)	South	North/East	Seattle
		32.7%	29.4%	37.9%
	Actual 2012 allocation: \$760,603	944,785	849,440	1,095,025
2018	Actual 2013 allocation	1,392,500	824,375	1,900,000
		Recaptured		
	Actual subregional percentage			
Final percentage for 2017 - 2019				
		33.8%	20.0%	46.2%

Eighth ILA period 2019 - 2021				
2019 - 2021 Funds: Subregional targets	Subregion			
	2019 - 2021 Funds: Subregional targets			
2019	Fall 2013 goal (based on ILA targets)	South	North/East	Seattle
		32.7%	29.4%	37.9%
	Actual 2013 allocation: \$860,603	944,785	849,440	1,095,025
2020	Actual 2014 allocation	1,392,500	824,375	1,900,000
		Recaptured		
	Actual subregional percentage			
Final percentage for 2019 - 2021				
		33.8%	20.0%	46.2%

Ninth ILA period 2021 - 2023				
2021 - 2023 Funds: Subregional targets	Subregion			
	2021 - 2023 Funds: Subregional targets			
2021	Fall 2014 goal (based on ILA targets)	South	North/East	Seattle
		32.7%	29.4%	37.9%
	Actual 2014 allocation: \$960,603	944,785	849,440	1,095,025
2022	Actual 2015 allocation	1,392,500	824,375	1,900,000
		Recaptured		
	Actual subregional percentage			
Final percentage for 2021 - 2023				
		33.8%	20.0%	46.2%

**RAHP O&M
PROJECTS FUNDED**

APPLICANTS	Vendor Name	Annual RAHP Awd
SEATTLE		
Catholic Community Services, Aloha Inn Transitional Housing	CATHOLIC COMMUNITY SVCS	\$31,000
Compass Center Mens' Overnight	COMPASS CTR HOUSING DEV	\$21,300
Compass Center, Mens Transitional	COMPASS CTR HOUSING DEV	\$32,000
Compass Center, Hammond House	COMPASS CTR HOUSING DEV	\$18,000
Downtown Emergency Services Center, Main Shelter	DOWNTOWN EMERGENCY SERVICE CTR	\$53,000
Solid Ground, Broadview Em. Shelter	SOLID GROUND	\$20,000
YWCA, SEH Shelter	YWCA OF SEATTLE/KING COUNTY	\$40,000
Youthcare, Ravenna/ISIS Transitional Housing	YOUTHCARE	\$15,000
Youthcare, Straley House Transitional Housing	YOUTHCARE	\$15,000
Church Council of Greater Seattle	Homestep single adult scattered sites	\$20,000
Total Seattle RAHP Awards:		\$265,300
SOUTH KING COUNTY		
Catholic Community Services, Rita's House, Transitional Housing	CATHOLIC COMMUNITY SVCS	\$25,000
Catholic Community Services, Katherine's House Transitional Housing	CATHOLIC COMMUNITY SVCS	\$25,000
Catholic Community Services, HOME/ARISE	CATHOLIC COMMUNITY SVCS	\$45,000
DAWN, Emergency Shelter	DOMESTIC ABUSED WOMEN NETWORK	\$32,000
Consejo Counseling and Referral Services	Villa Esperanza	\$38,350
Multi-Service Center, Men in Recovery Transitional Housing	MULTI-SERVICE CTR	\$15,000
YWCA, Emergency Shelter	YWCA OF SEATTLE/KING COUNTY	\$28,550
Fusion, Transitional Housing	Fusion	\$20,000
Total So KC RAHP Awards:		\$228,900
NORTH/EAST COUNTY		
Eastside Interfaith Social Concerns, Congregations for the Homeless	EASTSIDE INTERFAITH SOCIAL CONCERNS	\$41,000
Eastside Domestic Violence Program, My Friends Place Transitional Housing	EASTSIDE DOMESTIC VIOLENCE PROGRAM	\$34,000
Friends of Youth, The Landing Emergency Shelter	FRIENDS OF YOUTH	\$15,000
Friends of Youth, Youth Haven	FRIENDS OF YOUTH	\$15,300
Hopelink, Hopelink Place	HOPELINK	\$23,000
Hopelink, Kenmore Shelter	HOPELINK	\$25,000
Hopelink, Avondale Park	HOPELINK	\$20,000
YWCA, Family Village Transitional Housing	YWCA OF SEATTLE/KING COUNTY	\$32,500
Total No/E KC RAHP Awards:		\$205,800

Actual RAHP 2060 Recording Fee Surcharge collections:

Year	King County (Housing) - 60%	Seattle Portion - 40%	Total collections	Estimated collections (budget)
2002	1,006,489	670,993	1,677,482	
2003	2,707,019	1,804,679	4,511,698	2,500,000
2004	1,893,684	1,262,456	3,156,139	2,500,000
2005	1,882,902	1,255,268	3,138,169	2,500,000
2006	2,035,477	1,356,985	3,392,462	2,500,000
2007	1,733,550	1,155,700	2,889,250	3,000,000
2008	1,402,275	934,850	2,337,125	3,000,000
2009	1,200,000	800,000	2,000,000	2,000,000
2010	1,200,000	800,000	2,000,000	2,000,000
2011				
2012				
2013				
2014				
2015				
2016				
2017				
2018				
2019				
2020				

RCW 36.22.178

Affordable housing for all surcharge — Permissible uses.

***** CHANGE IN 2011 *** (SEE 5482.SL) *****

The surcharge provided for in this section shall be named the affordable housing for all surcharge.

(1) Except as provided in subsection (3) of this section, a surcharge of ten dollars per instrument shall be charged by the county auditor for each document recorded, which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration, and local distribution of these funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer who will deposit the funds into the affordable housing for all account created in RCW 43.185C.190. The "department of community, trade, and economic development must use these funds to provide housing and shelter for extremely low-income households, including but not limited to grants for building operation and maintenance costs of housing projects or units within housing projects that are affordable to extremely low-income households with incomes at or below thirty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses.

(2) All of the remaining funds generated by this surcharge will be retained by the county and be deposited into a fund that must be used by the county and its cities and towns for eligible housing activities as described in this subsection that serve very low-income households with incomes at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated to eligible housing activities that serve extremely low and very low-income households in the county and the cities within a county according to an interlocal agreement between the county and the cities within the county consistent with countywide and local housing needs and policies. A priority must be given to eligible housing activities that serve extremely low-income households with incomes at or below thirty percent of the area median income. Eligible housing activities to be funded by these county funds are limited to:

(a) Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low-income households with incomes at or below fifty percent of the area median income; including units for homeownership, rental units, seasonal and permanent farm worker housing units, and single room occupancy units;

(b) Supporting building operation and maintenance costs of housing projects or units within housing projects eligible to receive housing trust funds, that are affordable to very low-income households with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses;

(c) Rental assistance vouchers for housing units that are affordable to very low-income households with incomes at or below fifty percent of the area median income, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with or similar to the United States department of housing and urban development's section 8 rental assistance voucher program standards; and

(d) Operating costs for emergency shelters and licensed overnight youth shelters.

(3) The surcharge imposed in this section does not apply to assignments or substitutions of previously recorded deeds of trust.

[2007 c 427 § 1; 2005 c 484 § 18; 2002 c 294 § 2.]

Notes:

***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

Findings – Conflict with federal requirements – Effective date – 2005 c 484: See RCW 43.185C.005, 43.185C.901, and 43.185C.902.

Findings – 2002 c 294: "The legislature recognizes housing affordability has become a significant problem for a large portion of society in many parts of Washington state in recent years. The state has traditionally focused its resources on housing for low-income populations. Additional funding resources are needed for building operation and maintenance activities for housing projects affordable to extremely low-income people, for example farmworkers or people with developmental disabilities. Affordable rents for extremely low-income people are not sufficient to cover the cost of building operations and maintenance. In addition resources are needed at the local level to assist in development and preservation of affordable low-income housing to address critical local housing needs." [2002 c 294 § 1.]


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Housing & Community Development Program

Department of Community and Human Services

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 Division: Community Services
 Division

 Chinook Building
 401 Fifth Ave., Suite 510
 Seattle, WA 98104

 Linda Peterson, Director
 e-mail us
 Phone: 206-263-9105
 Fax: 206-296-0156
 TTY: 711 Relay Service

[Employee Directory](#)

 Department: Community and
 Human Services
 Jackie MacLean, Director

Regional Joint Recommendations Committee

 Click here to see [New Meeting Schedule](#) for 2011.

Scroll down to see 2011 JRC Roster.

What is the Joint Recommendations Committee?

The Joint Recommendations Committee (JRC) is an inter-jurisdictional body that provides specific funding recommendations and advice on guidelines and procedures for King County and its consortia city partners on a wide range of housing and community development issues. The JRC was created through the interlocal cooperation agreements that formed the King County Community Development Block Grant (CDBG) Consortium, the King County HOME Investment Partnerships (HOME) Consortium and the King County Regional Affordable Housing Program (RAHP) Consortium, and is now codified in the King County Code in Title 24, Chapter 24.13.

The JRC is made up of three King County representatives appointed by King County Executive Ron Sims, and eight representatives of cities outside the City of Seattle that participate in the King County Consortia. The City of Seattle participates on the JRC for some meetings regarding regional fund sources that include the City of Seattle.

What does the JRC do?

- Affordable Housing:** each year the JRC makes specific funding recommendations for about \$5 to \$8 million in capital funding for housing for very low to moderate income households. The entire JRC makes recommendations on funding for affordable housing from the following sources: Consortia federal CDBG and HOME funds, local RAHP funds, and local Veterans' and Human Services Levy housing funds. The King County members of the JRC make specific funding recommendations for local King County CX funds, local housing funds from the Developmental Disabilities Division and local housing funds from the Mental Illness and Drug Dependency Implementation Plan. In addition, the JRC advises the Consortia and the King County Executive on procedures that guide the affordable housing programs.
- Community Development:** the JRC makes specific funding recommendations for about \$2 to \$3 million of the Consortia's CDBG funds for non-housing capital projects such as community centers, public infrastructure projects and parks projects; in addition the JRC advises the Consortia and the King County Executive on procedures that guide the community development program.
- Homelessness:** the JRC allocates about \$600,000 of federal funds for homeless and emergency assistance programs, and advises King County and Seattle on the priorities for the joint application for federal McKinney homeless assistance funds (anywhere from \$15 to \$20 million each year).
- Consolidated Housing and Community Development Plan:** the JRC reviews and recommends the Consolidated Plan, and all related plans, to the King County Executive and Council.
- State and Federal Legislative Priorities:** the JRC advises the King County Executive and the County Council's Legislative Steering Committee on state and federal legislative priorities regarding housing, homelessness, and community development issues.

JRC Procedures

JRC meetings are open to the public. Some meetings are designated meetings for the gathering of public testimony and are specially advertised as such.

The JRC must have a quorum of five eligible voting representatives in order to conduct business that requires a vote.

The King County Housing and Community Development Program staffs the JRC and prepares and presents reports and recommendations for funding awards and procedures to the JRC that guide the housing and community development programs. In fulfilling its duties, the JRC considers the advice of interjurisdictional sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region. The advisory committees are convened to assist HCD staff in the review and recommendation of projects and programs undertaken in the sub-region.

When and where does the JRC meet?

The JRC generally meets once a month from February through December on the fourth Thursday of the month from 9:30 a.m. to 11:30 a.m. The meeting schedule could change in the future if the JRC decides that a different day or time works better for most of the members. To view the 2011 JRC Meeting Calendar and Work Program, [click here](#).

The JRC meets at the Mercerview Community Center, located at 8236 SE 24th Street, Mercer Island, WA. [Driving Directions](#)

If you are interested in attending a JRC meeting, please call (206) 263-9062 to find out about the next scheduled meeting or to request an agenda.

2010 JOINT RECOMMENDATIONS COMMITTEE ROSTER

CDBG & HOME Consortium Cities	Email	Phone	Fax
Ava Frisinger	Avaf@ci.issaquah.wa.us	425-837-3021	425-837-3029
Mayor, City of Issaquah (Chair)			
David Baker	dbaker@ci.kenmore.wa.us	425-398-8900	425-481-3236
Mayor, City of Kenmore			
(Vice Chair)			
Margaret Harto	Circleh62@msn.com	253-631-3217	
Mayor, City of Covington		253-638-1110	
Gerald (Jerry) Robison			

<http://www.kingcounty.gov/socialservices/Housing/Consortium/ConsortiumStructure/Regi...> 8/29/2011

VB. Authorize the City Manager to Execute contract No. 11-C959 with King County; the 2012-2014 Regional Affordable Housing Program Interlocal Agreement for the Use of Local Low

Councilmember, City of Burien	jerryr@burienwa.gov	206-243-4219	
CDBG "Joint Agreement" & HOME Consortium Cities	Email	Phone	Fax
Rob Beem Community Services Div Manager City of Shoreline	rbeem@shorelinewa.gov	206-801-2251	206-546-1524
Terry Higashiyama Community Services Administrator City of Renton	thigashiyama@rentonwa.gov	425-430-6606	425-430-6603
Alternate: Lynnette Hynden Human Services Division Manager City of Federal Way	Lynnette.hynden@cityoffederalway.com	253-835-2650	253-835-2609
HOME Only Cities	Email	Phone	Fax
Dan Stroh Planning Director City of Bellevue	Dstroh@bellevuewa.gov	425-452-5255	425-452-5247
Katherin Johnson Human Services Manager City of Kent	kjohnson@ci.kent.wa.us	253-856-5073	253-856-6070
Alternate: Michael Hursh Human Services and Community Development Manager City of Auburn	Mhursh@auburnwa.gov	253-804-5029	253-804-3114
King County Representatives	Email	Phone	Fax
John Starbard Director, Department of Development and Environmental Services (DES)	John.Starbard@kingcounty.gov	206 296-6700	206-296-6614
Ron Posthuma Assistant Director, Department of Transportation	Ron.Posthuma@kingcounty.gov	206 684-1007	206-684-2129
Jackie MacLean Director, Department of Community and Human Services	Jackie.Maclean@kingcounty.gov	206-263-9100	206-296-5260
RAHP Representative	Email	Phone	Fax
Rick Hooper Acting Director, Office of Housing City of Seattle	Rick.Hooper@seattle.gov	206-615-1561	206-233-7117

Updated: June 27, 2011

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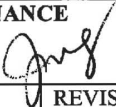
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VB. Authorize the City Manager to Execute contract No. 11-C959 with King County; the 2012-2014 Regional Affordable Housing Program Interlocal Agreement for the Use of Local Low

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to execute an agreement with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the amount of \$57,876.62			September 19, 2011
DEPARTMENT	DIRECTOR	MEETING ATTENDEES	PHONE
Engineering, Public Works and Parks	Ron Loewen and Jennifer Gordon	Jennifer Gordon, Staff	(425) 398-8900
COST OF PROPOSAL: <u>Agenda Bill Preparation Staff Cost:</u> Preparing agenda bill 2 hours <u>Project Costs</u> Design Staff \$ 5,000 Survey \$ 17,165 <u>Construction:</u> Staff \$ 5,000 City Crew \$10,000 Contract \$57,877 Contingency \$ 3,644 Total \$109,702		ACCOUNT NUMBER: 31 00 7077	
AMOUNT BUDGETED: Design \$ 40,000 Construction \$ 290,000 Total \$330,000 Overall Project Budget: Project Budget: \$330,000 Expended Budget as of July 31: \$ 0 Obligated ¹ Budget as of July 31: \$ 17,165 Remaining Budget ² as of July 31: \$312,835 Estimated Remaining Expenditures: \$ 92,537 (Over) / Under Budget \$220,298 ¹ Obligated includes funds spent and obligated through signed agreements. ² Remaining Budget is the total budget less the obligated amount.		NAME AND FUND #: Municipal Capital Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Exhibit A SiteLines Proposal • Exhibit B Play Equipment Arrangement • Capital Improvement Program Project Description			
SUMMARY STATEMENT: The Capital Improvement Program anticipated installing play equipment at Northshore Summit Park. The City using a national roster of suppliers has obtained bids for purchasing and installing the equipment. City Staff are requesting authority for the City Manager to execute a contract with the provider.			

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

In addition to the costs of the equipment and installation the project will have costs related to preparation of the site and administering the contract.		
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:		
Consistent with: 2011 -12 Capital Improvement Program		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:		
Authorize the City Manager to execute an agreement with SiteLines, to Provide and Install Play Equipment at Northshore Summit Park in the amount of \$57,876.62		
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:
		
TODAY'S DATE: September 2, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0170 Northshore Summit Park\City Council\110919_Agenda Bill_GameTime.doc

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Exhibit A

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron



Represented by:
 SiteLines Park & Playground Products, Inc.
 Corporate & Billing Office:
 626 128th St SW #104A, Everett WA 98204
 800-541-0869 | 425-355-5655 | fax 425-347-3056

QUOTE
 #54608

08/24/2011

Northshore Summit Park - Kenmore, WA

Kenmore City of
 Attn: Jennifer Gordon
 18120 68th Ave NE
 Kenmore, WA 98028
 Phone: 425-398-8900
 Fax: 425-481-3236
 jgordon@kenmorewa.gov

Ship To Zip: 98028

Quantity	Part #	Description	Unit Price	Amount
1	391	Game Time - Stallion Only	\$738.00	\$738.00
2	4852	Game Time - Playcurb Adapter-L	\$77.00	\$154.00
1	4854	Game Time - Accessible Playcurb	\$348.00	\$348.00
55	4860	Game Time - 12"Playcurb Pkg	\$40.00	\$2,200.00
1	4893	Game Time - "C"Spring-Loose Fill	\$195.00	\$195.00
1	6201	Game Time - Tilted Sky Runner (F/S)	\$3,176.00	\$3,176.00
1	8696	Game Time - Encl Seat 3 1/2"(8696)	\$262.00	\$262.00
1	8910	Game Time - Belt Seat 3 1/2"Od(8910)	\$202.00	\$202.00
1	P831	Game Time - T-Swing (painted),3 1/2" Od	\$1,206.00	\$1,206.00
1	28009	Game Time - 6' P/S Bench W/Back Inground	\$509.00	\$509.00
2	38018	Game Time - Flower Talk Tube	\$491.00	\$982.00
1	38055	Game Time - Spinning Leaf Seat (tilted)	\$551.00	\$551.00
3	80001	Game Time - 49"Tri Punched Steel Deck	\$486.00	\$1,458.00
2	80015	Game Time - 8' Upright Assembly (alum)	\$245.00	\$490.00
3	80016	Game Time - 9' Upright Assembly (alum)	\$272.00	\$816.00
7	80017	Game Time - 10' Upright Assembly (alum)	\$299.00	\$2,093.00
4	80018	Game Time - 11' Upright Assembly (alum)	\$326.00	\$1,304.00
1	80020	Game Time - 13' Upright Assembly (alum)	\$380.00	\$380.00
1	80049	Game Time - 5'-0"Pentagonal Deck	\$3,691.00	\$3,691.00
1	80331	Game Time - 3'-0"/3'-6"Chain Link	\$853.00	\$853.00
1	80363	Game Time - 5'-0"/5'-6" Twister Climb	\$913.00	\$913.00
1	80494	Game Time - Arch Rock Climber	\$2,766.00	\$2,766.00
1	80520	Game Time - Single Vine Climber	\$2,048.00	\$2,048.00
1	80688	Game Time - 2' Tri Transfer Platform	\$1,464.00	\$1,464.00
1	80959	Game Time - Storefront Panel	\$452.00	\$452.00
1	81149	Game Time - Sloped Funnel Climber	\$2,206.00	\$2,206.00
1	81201	Game Time - 1'-0"Stepped Platform	\$1,323.00	\$1,323.00
1	81204	Game Time - 3'-0"Stepped Platform	\$2,475.00	\$2,475.00
1	81276	Game Time - Wildslide Left Curve	\$297.00	\$297.00
1	81321	Game Time - 5'-0" F5 Spiral Slide	\$4,450.00	\$4,450.00

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Northshore Summit Park - Kenmore, WA

QUOTE
#54608

08/24/2011

Quantity	Part #	Description	Unit Price	Amount
1	81323	Game Time - 1' Wildslide Exit Section	\$478.00	\$478.00
1	81325	Game Time - Wildslide Entrance Section	\$852.00	\$852.00
1	81485	Game Time - 2'-0" Loop Ladder Atth 98"	\$961.00	\$961.00
1	81665	Game Time - Seat and Table for Two	\$875.00	\$875.00
1	81670	Game Time - Crunch Bar	\$72.00	\$72.00
1	81748	Game Time - Beat Club	\$1,539.00	\$1,539.00
1	81766	Game Time - Leaf Seat	\$250.00	\$250.00
1	EWFB	GT-Impax - 136 CY Engineered Wood Fiber Blown-In	\$6,031.00	\$6,031.00
1	161290	Game Time - Geo-Textile 2250 Sq Ft Roll	\$518.00	\$518.00
1	161291	Game Time - Geo-Textile 1125 Sq Ft Roll	\$268.00	\$268.00
3	161294	Game Time - Terraflow Drain 150' Roll	\$354.00	\$1,062.00
1	178749	Game Time - Owner's Kit	\$46.00	\$46.00
1	INSTALL	Installer - Super-Supervised Installation - Includes: hole marking & digging, 1 day supervised Installation of your volunteers by a Certified GameTime/NPSI Installer and supply & pouring of concrete.	\$4,562.00	\$4,562.00

Contract: USC

SubTotal: \$57,516.00
Discount: (\$9,700.24)
Tax: \$5,021.26
Freight: \$5,039.60
Total Amount: \$57,876.62

Shawna Moriarty

Digitally signed by Shawna Moriarty
DN: cn=Shawna Moriarty, o=SiteLines Park & Playground Products,
ou, email=shawna@sitelines.com, c=US
Date: 2011.08.24 14:28:45 -0700

SiteLines Park & Playground Products, Inc.

***** PLEASE MAKE YOUR ORDER PAYABLE TO "GAMETIME" *****

----- U.S. COMMUNITIES SPECIAL CONDITIONS -----

U.S. Communities is a nationally-recognized purchasing cooperative that has been authorized by state statute for use by all publicly-funded and non-profit agencies in Alaska, Oregon, and Washington. Pricing shown above is special U.S. Communities contract pricing with all available discounts taken, as set forth by Master Contract #110179 of the U.S. Communities/GameTime purchasing contract. The full contract and original RFP can be viewed at www.uscommunities.org/gametime/. Your purchase order must be made to **GAMETIME** and sent to SiteLines for fastest order processing. Invoicing will come directly from GameTime, and payments will be made to GameTime, P.O. Box 11407, Birmingham AL 35246-1187.

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Northshore Summit Park - Kenmore, WA

QUOTE
#54608

08/24/2011

— ENGINEERED WOOD FIBER SURFACING SPECIAL CONDITIONS —

- * GTImpax Engineered Wood Fiber Safety Surfacing is IPEMA-certified and meets the requirements of ASTM and CPSC for impact attenuation and ADA accessibility.
- * Freight charge is calculated based on mileage to jobsite, not quantity. Variations in delivery location, quantity, or requests for split shipments will result in changes to the per-square-foot or per-cubic-yard price.
- * **IMPORTANT!** Once delivery date is scheduled, postponements or cancellations made less than three business days prior to the scheduled delivery date will be subject to a \$350 cancellation fee. Please advise of any scheduling changes as early as possible.
- * Approximately 30% additional engineered wood fiber is required so that the material compacts to the intended final depth.
- * Geotextile fabric and wear mats (sold separately) are highly recommended for placement beneath all swings and slide exitways; drainage strips are also recommended for sites with poor drainage. Use of a complete GTImpax-brand underlayment package (geotextile fabric, drain strips, and wear mats) will provide a 25-year product warranty; a 15-year product warranty is available when sold with alternate brands of underlayments (subject to manufacturer approval). Call SiteLines for pricing and information. Buyer to install underlayments prior to delivery of bulk engineered wood fiber.
- * Delivery of underlayments (if applicable) will be made separately from the delivery of the bulk engineered wood fiber. Truck unloading, storage, and underlayment installation shall be the Buyer's responsibility.
- * For proper surfacing drainage, a 1% slope on the subbase is required; subbase slopes greater than 1% will require additional engineered wood fiber. Call SiteLines for pricing.
- * **PLEASE NOTE IMPORTANT SITE ACCESS REQUIREMENTS:** If the play area is accessible by an over-the-road semitruck (75' long x 14' tall, requiring 12' wide access and adequate space for the truck to turn around), bulk material may be unloaded directly into the play area. If area is not accessible due to size or ground conditions, material must either be unloaded in the nearest location designated by customer and approved by driver (to be hauled in by customer), or customer must make an advance request for delivery in smaller trucks (NOTE: multiple trucks will increase freight charge). Bulk material unloading shall be handled by driver; installation shall be Buyer's responsibility.
- * For installation by Buyer, estimated labor required for distribution of bulk engineered wood fiber is two people for approximately 90 minutes per 1,000 square feet with the use of a front-end loader or Bobcat.
- * Blown-in installation services are available in some areas for an additional charge; call for availability (lead time is typically longer than for standard trucks). Hoses can extend up to 300' feet; please specify distance to back of play area at time of order.

BULK ENGINEERED WOOD FIBER DELIVERY ADDRESS, IF DIFFERENT THAN DELIVERY ADDRESS FOR OTHER MATERIALS:

COMPANY: _____

ATTN: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

DELIVERY CONTACT NAME: _____

PHONE: _____ FAX: _____

INITIAL HERE to confirm that there a clear route of access for a 75' longsemi-sized truck to approach the play area for unloading and then to turn around for exiting site, including clearance under power lines. If full-sized clear route does not exist, call SiteLines to discuss site access limitations, as smaller trucks may be required.

For blowing services, specify distance between truck parking and back of play area: _____ feet

Northshore Summit Park - Kenmore, WA

QUOTE
#54608

08/24/2011

— DELUXE "SUPER-SUPERVISION" TERMS & CONDITIONS —

SiteLines offers manufacturer-certified installation supervision services for an additional charge. If supervision services are selected, supervision shall be performed by a Certified GameTime Installer. A supervision agreement, listing your responsibilities as well as a list of necessary tools specific to your project, will be sent to you within three weeks of your order placement date. Below is a breakdown of responsibilities for a supervised installation:

SITELINES TO PROVIDE:

- 1) Full assembly manual from GameTime
- 2) Guidance and supervision for equipment assembly according to manufacturer's written instructions
- 3) Specialty tools required for assembly
- 4) Marking of equipment footing holes
- 5) Hole augering (additional charge will apply if jackhammering is required for existing concrete, asphalt, etc.)

CUSTOMER MUST PROVIDE:

- 1) **Meeting of delivery truck, delivery acceptance, and truck unloading**
- 2) Equipment inventory and inspection (report any shortages, damages, or other discrepancies to SiteLines within three business days following delivery)
- 3) Equipment storage and/or fencing prior to and during installation
- 4) Jobsite prep work for flat, clear sub-grade with a 1% slope; removal of any existing safety surfacing such as pea gravel or wood chips
- 5) Verification that no utility lines and drain lines exist below play equipment use zone and delivery truck route (two weeks prior to digging, call in WA: 1-800-424-5555 / in OR: 1-800-322-2344)
- 6) Access to water and power sources for installation day
- 7) Tool & equipment rental, if needed (listed on supervision agreement)
- 8) Two (2) additional photocopies of the assembly manual for jobsite use (see #1 under "SiteLines", above)
- 9) Concrete paver blocks, one for each hole - 1" thick; minimum 12" diameter or 8"x8" (8"x16" pavers split in half also work well)
- 10) Volunteers for installation day (call SiteLines for number of volunteers required)
- 11) Concrete supply and installation (call SiteLines for amount of concrete required)
- 12) On-site dumpster or other disposal accommodations for pallets and packing materials
- 13) Temporary fencing or jobsite security
- 14) Site prep-related clean-up and disposal of excess dirt, old concrete, etc.
- 15) Local building permits, if required
- 16) Audit, inspection, and routine maintenance after installation

PLEASE NOTE THE FOLLOWING:

- * Supervision services are based on one supervisor for an eight-hour day; for longer days, multiple days, or multiple supervisors, additional charges will apply. Amount of time required for your installation will be based on amount of equipment to be installed and number of volunteers available per day.
- * If project installation cannot be completed on the assigned supervision day(s), owner will be responsible for completion.
- * Play equipment must be fenced from the day holes are marked until concrete footings have cured and safety surfacing is installed.
- * Once ordered, any changes, additions, or deletions must be submitted in writing to SiteLines. Change order approval not guaranteed; additional charges may apply.

For more information about planning your volunteer installation, please ask for a copy of our "Playground Raising Guidelines".

PLEASE PROVIDE THE FOLLOWING INFORMATION TO ASSIST OUR SUPERVISOR:

1) The nearest cross streets to the jobsite's construction entrance: _____ and _____

2) Once at the jobsite, the location of the work area (ex: behind the gym, west of the basketball court, etc.):

3) Is the work taking place within 15' of any overhead power lines? _____

4) Primary owner's/contractor's contact for installation:

Name _____ Phone _____ Cell _____ Fax _____

Northshore Summit Park - Kenmore, WA

QUOTE
#54608

08/24/2011

— GAMETIME GENERAL TERMS & CONDITIONS —

QUOTATION ACCEPTANCE: This quotation is subject to the policies in the current GameTime Park and Playground catalog and the terms and conditions stated herein. Acceptance of this proposal indicates your agreement to these terms and conditions, regardless of form of your purchase order, unless otherwise agreed to in writing by both parties.

PRICING: We will be pleased to honor this quote for order placed with manufacturer by **30 DAYS** after issue date, for fabrication and delivery immediately following (see estimated delivery lead time below). Orders placed after this date or requested for delayed delivery are subject to pricing increase.

ORDER PLACEMENT: Requirements for order placement are a signed purchase agreement, color selections, and credit approval if your organization is not tax-supported. Please complete the order information and acceptance portions of this quotation or issue a signed purchase order on your company's letterhead, payable to **GAMETIME** (be sure to reference this quote number and provide key information requested herein) and forward it to SiteLines' corporate office for fastest processing. **Purchases in excess of \$1,000.00 require your written purchase order.** Once ordered, any items cancelled, returned, or refused are subject to a 25% restocking fee; all freight from & to factory is Buyer's responsibility. Partial cancellations and/or modifications may also result in increased per-unit prices on remaining items. Some products are made-to-order and are not subject to cancellation or return. Buyer shall verify all quantities prior to order placement; GameTime and SiteLines bear no responsibility for incorrect quantities.

EXCLUSIONS: Unless specifically included herein, this quotation excludes the following: building permits, site prep work and landscaping; removal of existing equipment; receiving, offloading, & inventory of equipment; storage of goods prior to installation; transfer of equipment from storage site to installation site; equipment assembly and installation; mounting hardware; safety surfacing; containment borders; drainage provisions. Performance and payment bonds are NOT included on this quote unless otherwise noted; if a bond is required, bonding costs are 2% of the contract amount (after taxes, if applicable) and the bond cost will be added to the final invoice.

FREIGHT CHARGES: Line item prices are **FOB: FACTORY** unless otherwise noted. Freight costs are based on weight, volume, & destination, for combined shipment of all items to a single destination. Split shipments or revised quantities may result in increased freight charges. If the destination zip code differs from the one listed or if one was not supplied at time of quote, the cost of freight may change. Freight charges shall be prepaid and added at time of invoicing.

SHIPMENT: Including transit time, the current estimated lead time is **4-7 WEEKS** from receipt of your completed order (slightly longer for Alaska deliveries). Lead times do not begin until all required order information is received and accepted by SiteLines and after credit has been approved by GameTime. All equipment is delivered unassembled unless otherwise noted.

RECEIPT OF GOODS: **Offloading, inventory, inspection, and storage shall be the responsibility of the Buyer.** Freight carrier will call 24 hours in advance to notify you of your delivery date. Upon arrival, truck driver will bring goods to the end of the truck container; offloading to ground is Buyer's responsibility. For large or bulky orders, Buyer may wish to have a forklift and/or additional manpower on hand. For delivery in a truck equipped with a liftgate, call for revised quote prior to submitting order; additional charges will apply. Once offloaded, Buyer shall check the delivered items against the delivery receipt provided by the driver, noting any shortages or damages on the receipt **before** signing for the delivery. **IMPORTANT! Any shortages or damages not noted on the delivery receipt shall be the Buyer's responsibility.** SiteLines can assist you with your claim against the carrier; please notify SiteLines of any shortages or damages within **three business days** following delivery.

SAFETY COMPLIANCE: All eligible GameTime equipment and GT-Impax safety surfacing has been designed to meet US CPSC and ASTM safety standards, and has been awarded third-party IPEMA certification for compliance. Validation of compliance can be found at www.IPEMA.org.

WARRANTIES: Manufacturers' standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. SiteLines offers no additional warranties.

TAXES: All orders delivering in Washington are subject to applicable sales tax unless a tax exempt certificate or reseller permit is provided at the time of order placement.

PAYMENT TERMS: Tax-supported government agencies: Payment due net 30 days after delivery. All other agencies: Payment is due with order via check or credit card (MC and VISA accepted). A payment-with-order discount of up to 3% of the GameTime material value (excluding surfacing & freight) is available for payments via check; call your SiteLines sales associate for details. Payment terms may be granted to customers with excellent credit history; completion of GameTime's credit application and approval by GameTime's credit manager is required. 50% deposit will be required for made-to-order custom products and Dynamo products; a 35% deposit will be required for ThemeScapes products. A 1.5% per month finance charge will be imposed on all past due accounts. GameTime products may be invoiced separately from other products & services and shall be payable separately from those services and in advance of project completion. Retainage may not be withheld.

Should you have any questions, please call our office at 800-541-0869 (AK, OR, & WA only) or 425-355-5655 or contact your local sales representative. Thank you for choosing SiteLines, and we look forward to the opportunity to serve you.

Northshore Summit Park - Kenmore, WA

QUOTE
#54608

08/24/2011

QUOTE ACCEPTANCE: *Acceptance of this proposal shall be made by an authorized agent of your company and indicates your agreement to the terms and conditions stated herein. Please complete and return all pages to SiteLines' corporate office for order processing.*

ACCEPTANCE OF QUOTATION:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

Order Information:

Bill To: _____

Address: _____

City, State, Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

E-Mail: _____

Federal Tax ID #: _____

Ship To: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Phone: _____

Fax: _____

E-Mail: _____

Project Owner: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Jobsite Location: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

SEND OWNER'S MANUAL TO (no P.O. boxes): ☐ BILLING ADDRESS ☐ SHIPPING ADDRESS ☐ OWNER

DESIRED EQUIPMENT DELIVERY DATE (subject to current delivery lead times): _____

Northshore Summit Park - Kenmore, WA

**QUOTE
#54608**

08/24/2011

--- COLOR SELECTIONS: ---

Colors can be viewed in the current GameTime catalog or by going online to "<http://www.gametime.com/products/colors/playPalettes.asp>" for pre-designed color palettes or "<http://www.gametime.com/products/colors/colors.asp>" for individual colors. If you'd like to preview your color scheme, use the online color wizard tool at "<http://www.gametime.com/products/colors/chooser.asp>".

Enter desired color palette name: _____

- or -

Enter individual color selections for checked options:

___ Upright posts (metal): _____

___ Decks & steps (TuffClad): _____

___ Accent rails & climbers (metal): _____

___ MegaRock Climber (plastic, Deep Granite, or Sandstone): _____

___ WallCano/Rock Wall Colors (Deep Granite or Sandstone): _____

___ Rock Climber handholds: Primary (red/green/blue), Natural (green/beige), Red, Green, Blue: _____

___ Roofs (metal or plastic): _____

___ Crawl tubes & tube slides (plastic): _____

___ Slides & panels (plastic): _____

___ HDPE panels (polyethylene): _____

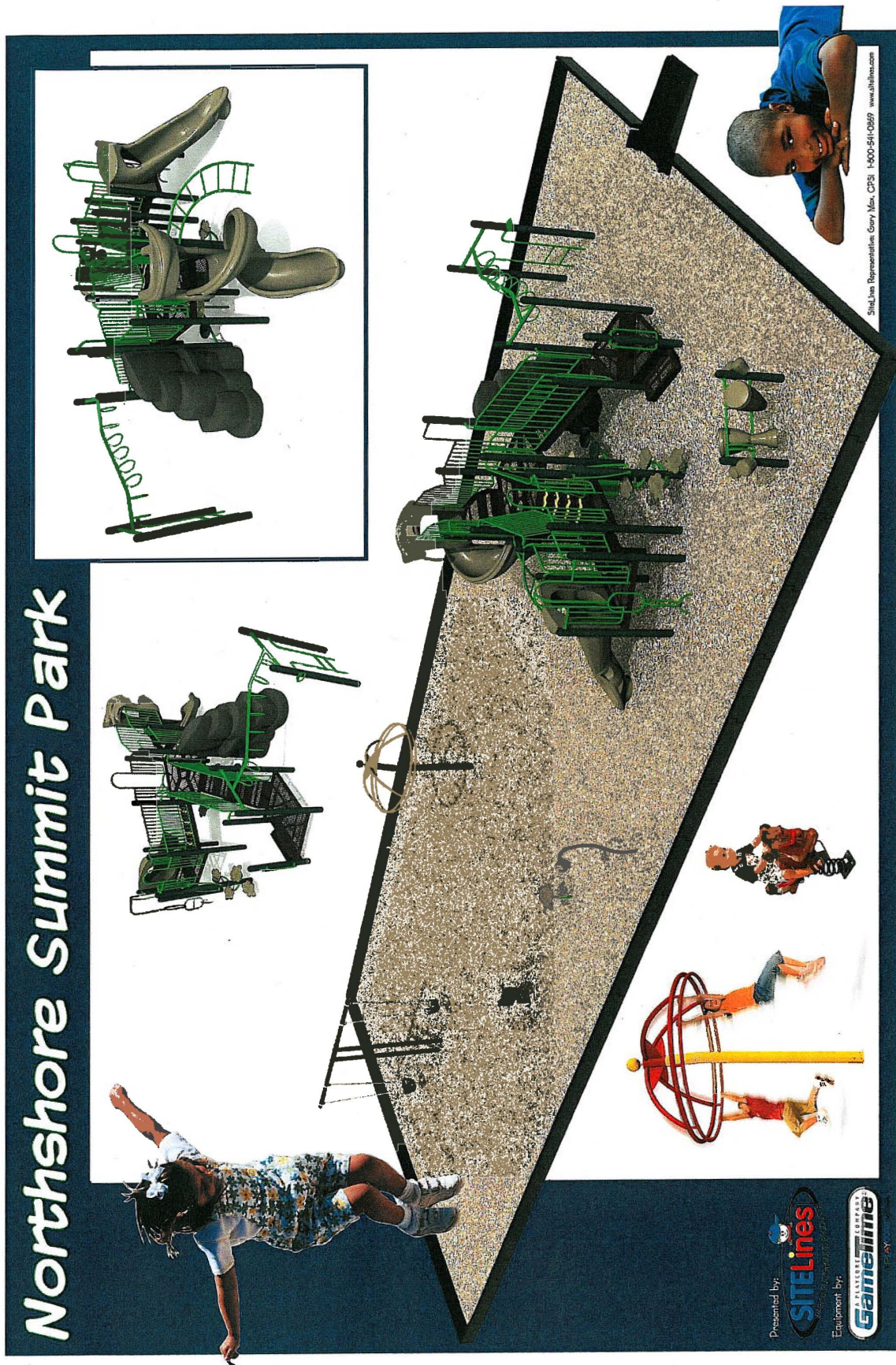
___ Talk Tubes (metal): _____

___ Swing frames (metal): _____

___ Swing hangers - 5" O.D. frames only (metal): _____

___ Other Free-standing item(s): _____

___ Colored PlayCurbs (plastic): _____



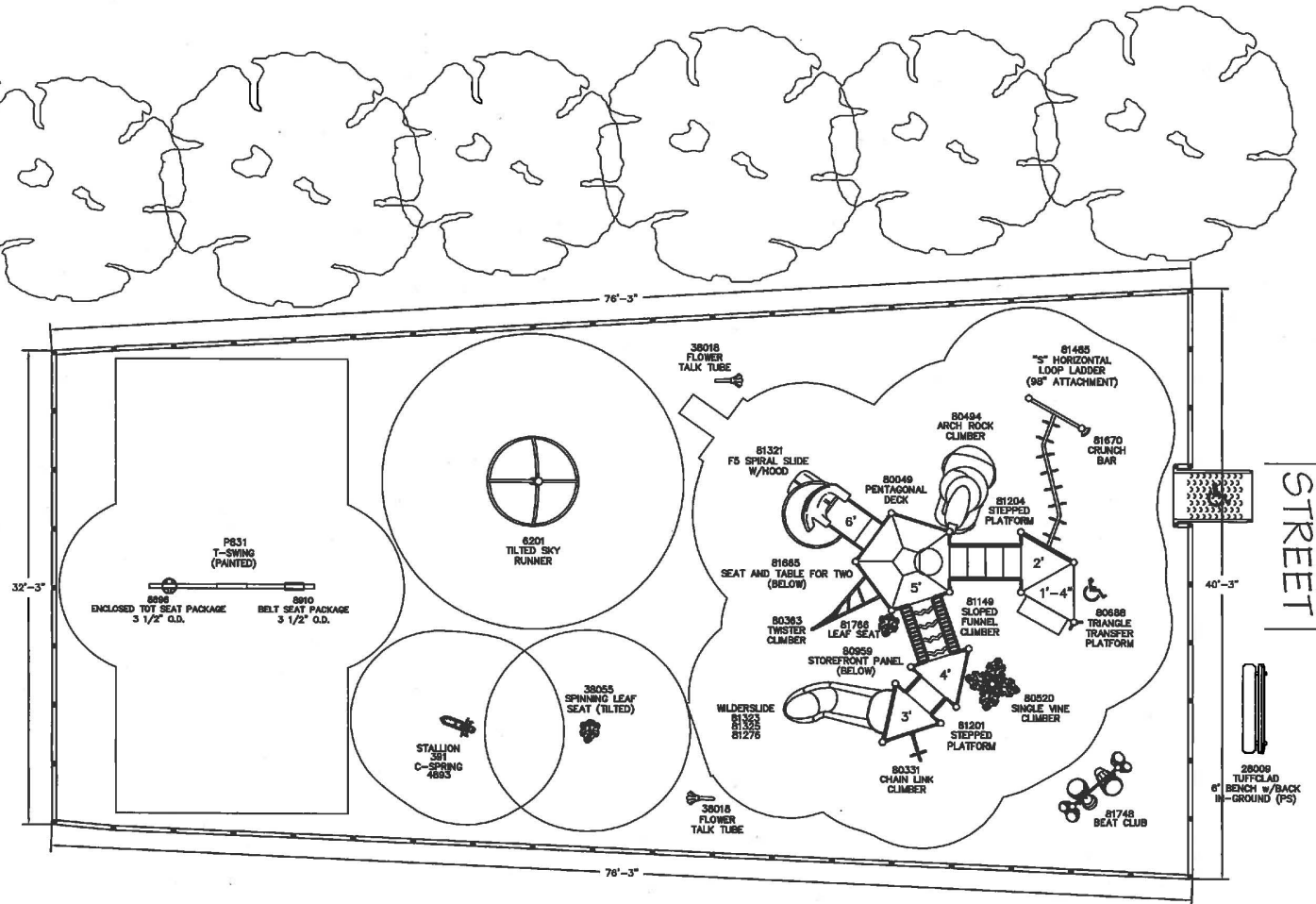
VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Exhibit B

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with Stitelines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

NORTHSHORE SUMMIT PARK



FUTURE ACCESS ROAD



ADA ACCESSIBILITY REGULATIONS FOR PUBLIC PLAYGROUNDS		
NUMBER OF ELEVATED PLAY COMPONENTS INCLUDED IN THIS PROPOSAL		8
3	TOTAL GROUND LEVEL PLAY COMPONENTS REQUIRED FOR COMPLIANCE WITH REGULATIONS (MIN. 3 TYPED)	
13	NUMBER OF GROUND LEVEL PLAY COMPONENTS INCLUDED IN THIS PROPOSAL (SEE NOTE BELOW)	
(7 TYPED)		
IF TOTAL NUMBER OF GROUND LEVEL COMPONENTS REQUIRED EXCEEDS THE NUMBER PROVIDED, IT IS THE OWNER'S RESPONSIBILITY TO ADD COMPONENTS TO MEET THE TOTAL AMOUNT REQUIRED.		
THIS EQUIPMENT INCLUDES PLAY ENTRY AND ROUTES OF TRAVEL, DESIGNED SPECIFICALLY FOR SPECIAL NEEDS USERS. IT IS THE OPINION OF GAMETIME THAT THESE PLAY ENTRY AND ROUTES OF TRAVEL CONFORM TO THE ACCESSIBILITY REQUIREMENTS OF THE ADA AMENDMENTS WITH DISABILITY ACT.		
SOFT, RESILIENT SURFACING MEETING CURRENT ASTM STANDARDS (1" > 1991 MUST BE PLACED IN VIEW OF THE USER AND BE FREE OF OBSTACLES OF 2" OR MORE. THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A THICKNESS OF 3/16" AND MEET THE NETS AND CRAWLERS MUST BE MADE OF A 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800-304-5587 • 503-291-1800 • fax 503-291-0100

NORTHSHORE SUMMIT PARK
KIDMORE, WA
DRAWING NO.: 2082411CM
INTENT: 2-5 & 6-12 (SCALE: 1" = 5')
SALES REP: GARY MAX, CPSI
DWO BY: SHANNA MORRARTY, CPSI
DATE: AUGUST 24, 2011

Exhibit C

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron



City of Kenmore Capital Improvement Program
Northshore Summit Park – Phase One
Project No. P- 9

Project Location: Northshore Summit neighborhood in the 6200 block of NE 193rd Street.

Project Manager: Contract Employee

Project Description: Phase One improvements to include site grading, trails, play equipment, landscaping, and signage.

Background: The master plan was adopted by Council on March 27, 2006. \$200,000 was allocated in the Parks CIP for construction of Phase One improvements in 2009. The project was put on hold due to the economic downturn. The project would develop an unimproved park that is primarily open space.

	Funds Available	Obligated	Funded	Unfunded
Funding Status:	☒	☐	☒	☐

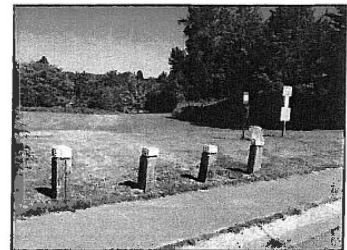
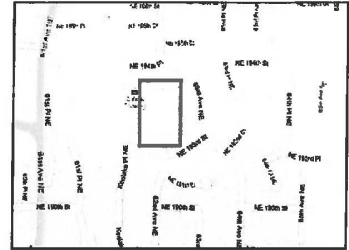
The project was funded as part of the 2011-12 Budget.

	Exempt	Mitigated DNS	EIS
Environmental Review Status:	☐	☒	☐

The project has not been evaluated for environmental impacts. Some wetlands may exist on the site which would require mitigation.

Potential Project Issues: None at this time.

Operations: Limited maintenance of site ongoing. Additional maintenance will be required as park is developed.





City of Kenmore Capital Improvement Program
Northshore Summit Park – Phase One
Project No. P- 9

CURRENT DOLLARS

Year	Prior Years	2011	2012	2013	2014	2015	2016	Total
Expenses								
Pre-Design/ Master Plan								
Design		\$ 30,000	\$ 10,000					\$ 40,000
ROW/ Acquisition								
Construction			\$ 290,000					\$ 290,000
Total		\$ 30,000	\$ 300,000					\$ 330,000
Revenue								
REET								
TIB								
Federal								
Private								
Park Impact Fees		\$ 30,000	\$ 300,000					\$ 330,000
Total		\$ 30,000	\$ 300,000					\$ 330,000
Operations								
Energy								
Maintenance				\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 60,000
Water								
Solid Waste								
Total				\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 60,000

SCHEDULE

	2011												2012												2013							
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug			
Retain Project Manager																																
Select Project																																
Consultant Selection																																
30% Design																																
SEPA																																
95% Design																																
Specifications																																
Contract Ad																																
Contract Award																																
Construction																																
Closeout																																



PROPOSED MASTER PLAN
NORTHSHORE SUMMIT PARK • CITY OF KENMORE
 1/10/06

WACCL
 OD RE
 CKORD

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron



City Of Kenmore, Washington

Memorandum

Date: September 15, 2011

To: Mayor, Members of the City Council

From: Frederick C. Stouder, City Manager

Subject: Additional Information Regarding Council Business Agenda, Item A, Meeting of September 19, 2011, Northshore Summit Park Playground Equipment

Attached is a memorandum prepared by Community Development Director Debbie Bent on the background of the planning and plan adoption for the Northshore Summit Park. By way of summary, the City of Kenmore Parks and Recreation Master Plan was adopted on April 14, 2003. In the plan the Northshore Summit was identified as an undeveloped park and a site for a future new neighborhood park. On September 26, 2005, the City retained a consultant, MacLeod Reckord to prepare a master plan for the Northshore Summit Park. As a result of that process, the Northshore Summit Park Master Plan Summary Report dated March 2006, was adopted by the City Council on March 27, 2006. Public Hearings and meetings were held during this process, including one on November 17, 2005 and one on January 22, 2006. A consensus was reached for a provision of a minimum level of improvements for a safe, functional neighborhood park. Since the adoption of the Summary Report and Plan, the City Council has adopted annual budgets in 2007, 2008, 2009-2010, and 2011-12 that included the costs of the implementation of the Plan. Because of lack of personnel to direct and manage the implementation of the playground equipment and other improvements and City needs continually rising to the forefront, as well as consultant costs, the management and implementation of the plan have been deferred until this year.

Attachments:

Memo by Debbie Bent dated 09/14/11, regarding background Information on Northshore Summit Park, with ten attachments as noted.

18120 68th Ave NE · PO Box 82607 · Kenmore, WA 98028

Office: (425) 398-8900 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov · www.kenmorewa.gov

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

MEMO

To: Fred Stouder, City Manager
From: Debbie Bent, Community Development Director
Date: 9/14/11
Subject: Background Information for Northshore Summit Park

.....

Location, Parcel Size and Zoning: Tax parcel 6891800610 (Northshore Summit Park) is 3.72 acres in size and currently zoned Parks (Attachment #1). The property was zoned R6 (residential 6 dwelling units per acre) prior to Council adoption of Ordinance 06-0254 in 2006 which rezoned the property from R6 to Park zoning. The property is surrounded by single-family homes, zoned R6. There are two access points, one from an approximately 90 linear feet frontage on NE 193rd Street and the second from a 15 foot wide access point on 63rd Ave NE.

A grass field area is located at the southern end of the property with slopes around 5-10%. Woodlands occupy the north and east side sloped areas of the park with occasional trees along the west side. Informal unimproved trail loops exist at the north end of the park. A gravel road allows City vehicle access for maintenance of underground stormwater facilities.

Ownership and Maintenance History: Tract C (now known as the Northshore Summit Park) was created as part of the Prestige Heights Plat, recorded 9/23/80 (Attachment #2) and designated as open area conveyed to King County. The property was transferred from King County to the City of Kenmore by deed 10/15/98 recording number 9810161545 as a dedicated drainage site (Attachment #3). The City of Kenmore continues to contract with King County for maintenance of a stormwater detention vault and associated pipes and catch basins (Attachment #4).

Comprehensive Plan: The Growth Management Act requires that the City encourage the retention of open space and development of recreation opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water and develop parks. Based upon park priorities and desired level of service, specific improvements are then identified and included in capital facility plans. When the City adopted its first comprehensive plan in 2001, goal 40 stated "preserve and enhance existing parks for public use and add new parks where appropriate in location and when funding sources are identified". Objective 40.2 to implement this goal was to "develop a citywide parks plan".

April 2003 City of Kenmore Parks and Recreation Master Plan: This plan was adopted by Council 4/14/03 (Ordinance 03-0172) and builds on the Comprehensive Plan to provide a vision and policy direction for future park, recreation and natural systems in Kenmore. In the park inventory, Northshore Summit was identified as an undeveloped park and for a future new neighborhood park. The parks plan states that "neighborhood parks are developed on a local basis to provide recreational uses of interest to neighborhood residents. These local park improvements include passive and informal activities such as: flexible open space and courts, picnic shelters and tables, trail systems and playgrounds". The parks plan included a comprehensive list of potential capital projects and estimated costs for all recreational and park improvements. Development of a new park at Northshore Summit identified possible picnic tables, trail, playground, play area, informal basketball court and restroom with an estimated cost of \$825,000.

2006 Northshore Summit Master Plan: At the 7/18/05 Council meeting, Council received a status report and a staff recommendation that based on statement of qualifications, Macleod Reckord be retained to prepare a master plan for the Northshore Summit Park (Attachment #5). At the 9/26/05 Council meeting, Council passed a motion (Attachment #6) authorizing the City Manager to enter into Contract 05-C457 with MacLeod Reckord. The contract (attachment #7) for preparing the master plan was \$14,260.

At the 3/20/06 Council meeting, (attachment #8) Council received a staff report on the status of several master plans including Northshore Summit Park. At the 3/27/06 Council meeting (Attachment #9) Council passed a motion approving the March 2006 Northshore Summit Park Master Plan Summary Report prepared by MacLeod Reckord (Attachment #10).

The adopted Northshore Summit Park Plan (Attachment #10) includes a proposed master plan dated 1/10/06 which is intended to provide a guideline for future development of the park and includes recommendations and cost estimates for future park improvements. A construction cost estimate of \$493,864 was included within the plan for all proposed improvements. This cost did not include costs such as sales tax, design, testing, surveying, permitting etc. The intent was to phase improvements.

The proposed master plan was developed following two public meetings. A public meeting was held 11/17/05 (Attachment # 10) and two conceptual plans were presented to approximately 30 people (Attachment #10). A consensus was reached on proposed park improvements for provision of a minimum level of improvements to provide a safe, functional neighborhood park. A second public meeting was held 1/11/06 where the proposed master plan was presented (Attachment #10).

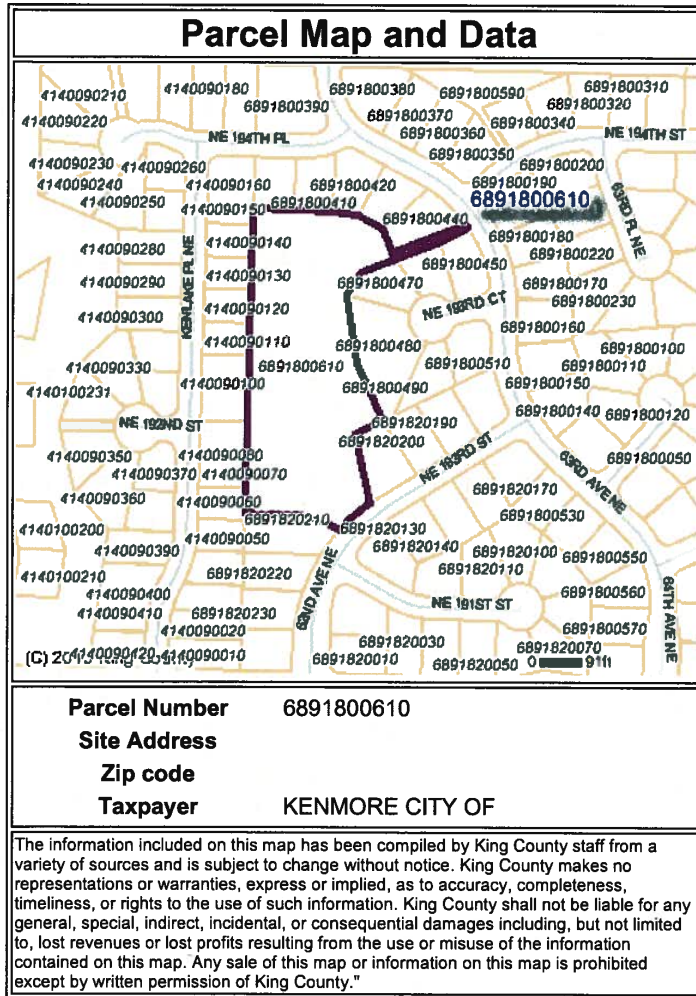
Council Approved Budget and Parks Capital Improvement Program (CIP) in relation to Northshore Summit Park:

- **2005 Adopted Annual Budget:** \$15,000 allocated in 2005 in the CIP (2005-2010) for preparation of a master plan.
- **2006 Adopted Annual Budget:** \$2,600 allocated in 2006 in the CIP (2006-2011) for the preparation/completion of a master plan.
- **2007 Adopted Annual Budget:** \$200,000 allocated in 2007 in the CIP (2007-2012) for design/construction of Phase 1 park improvements (Note: not expended)
- **2008 Adopted Annual Budget:** \$200,000 allocated in 2008 in the CIP (2008-2013) for design/construction of Phase 1 park improvements (Note: not expended).
- **2009-2010 Adopted Biennial Budget:** \$200,000 allocated in 2009 in the CIP (2009-2014) for design/construction of Phase 1 park improvements (Note: not expended)
- **2011-2012 Adopted Biennial Budget:** \$30,000 allocated in 2011 in the CIP (2011-2016) for costs to retain a project manager, select a Phase 1 project, select a consultant and complete 30% design. \$300,000 allocated in 2012 in the CIP for costs to complete SEPA, 95% design, contract documents and complete construction (Note: not expended to date).

Playground Equipment: The proposed master plan (Attachment #10) identifies a small circular children's play area on the flattest area of the southern part of the site in a location that provides good access and visibility from NE 193rd Street. The proposal was for an under-drained, soft-surfaced plan area with a combination of manufactured and natural (rocks, logs) climbing equipment. The master plan included \$50,000 for the play and climbing structure.

Attachments:

1. King County parcel map and data
2. Prestige Heights Plat 9/23/80
3. Deed transferring Tract C from King County to City of Kenmore
4. Stormwater facilities
5. Council minutes 7/18/05
6. Council minutes 9/26/05
7. Contract 05-C457 for professional services with MacLeod Reckord
8. Council minutes 3/20/06
9. Council minutes 3/27/06
10. March 2006 Northshore Summit Park Master Plan Summary Report prepared by Macleod Reckord.



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[The details.](#)

115-97

KING COUNTY WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we the undersigned owners in full and lawful right of the land herein platting, hereby declare and dedicate to the use of the public forever, all streets and avenues shown herein, and the use thereof for all public purposes; not inconsistent with the use thereof for public highway purposes, and ALSO the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original proposed grading of the streets and avenues shown herein, all of which are to be placed along the front and side right lines TOGETHER, WITH a 2.5 ft. wide sidewalk on each side of all streets and avenues, and all necessary drainage and utility purposes. Tracts "A", "B", and "C" are hereby conveyed to King County, for open space.

IN WITNESS WHEREOF, we have hereunto signed our hands and seals, this 10th day of May, 1998.

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF KING

THIS IS TO CERTIFY that on this 7th day of April, 1992, before me, a notary public, personally appeared J. W. Morrison; President of J. W. Morrison, Inc., a Washington corporation, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seals affixed on the corporate seals of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal.

Notary Public in and for the State of Washington
Residing in Bellevue

STATE OF WASHINGTON }
COUNTY OF KING } S.

THIS IS TO CERTIFY that on this 20th day of August, 1938, before me, a notary public, personally appeared Nice C. Jones and Gerald M. Crouch of Roanoke Mortgage Co., a Washington Corporation, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seals affixed are the corporate seals of said corporation.

IN WITNESS WHEREOF I have set my hand and seal.

Notary Public in and for the State of Washington
Residing in Seattle

COMPTROLLER'S CERTIFICATE

I HEREBY CERTIFY that all the property taxes are paid, that there are no delinquent special assessments certified to this office for collection, and that all special assessments certified to this office for collection on any of the property herein captioned, dedicated as streets, alleys, or for other public use are paid in full this 15 day of SEPTEMBER, 1982

OFFICE OF THE COMPTROLLER

WILLIAM L. PARSON
King County Comptroller

RESTRICTIONS:

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

RECORDING CERTIFICATE: 8009230912

Filed for record at the request of the King County Council this 23 day of SEPT., 1982
at 1:11 min. past 2: P.M. and recorded in Vol. 115 of Plats, pgs 97-101, records of
King County, Washington.

CLINT G. ELSOM
MANAGER

JAMES S. WEEKS
SUPERINTENDENT OF ELECTIONS

[illegible]

ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY that this plat of "Prestige Heights" is based upon an actual survey and subdivision of Section 2, T.26N, R.4E, W.M., that the courses and distances are shown correctly thereon, and the monuments will be set and the lot and block corners staked correctly on the ground; and that I have fully complied with the provisions of the platting regulations.

Hugh G. Goldsmith
Engineer's Certificate No. 6422
Renewal No. 5140089770



APPROVALS:

Examined and approved this 30 day of September, 1980
DEPARTMENT OF PUBLIC WORKS.

COUNTY ROAD ENGINEER

Examined and approved this 2 day of September, 1980
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
C. B. L. L.
MANAGER, BUILDING AND LAND DEVELOPMENT DIVISION

Examined and approved this 42 day of Feb, 1922
DEPARTMENT OF ASSESSMENTS

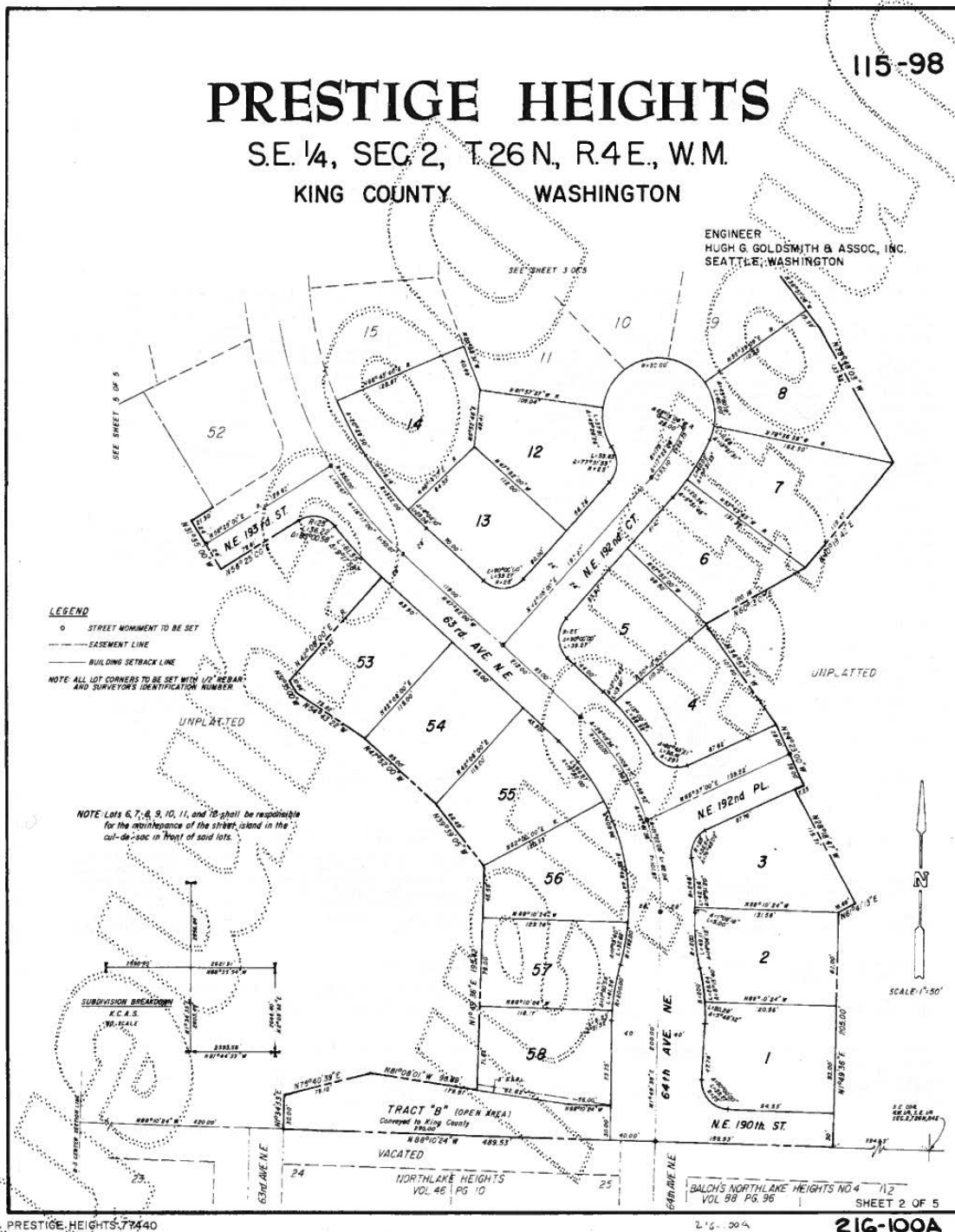
KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

Examined and approved this 22nd day of
KING COUNTY COUNCIL

Bill Reams
CHAIRMAN, KING COUNTY COUNCIL

CLERK OF THE COUNCIL



VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

115-99.

PRESTIGE HEIGHTS

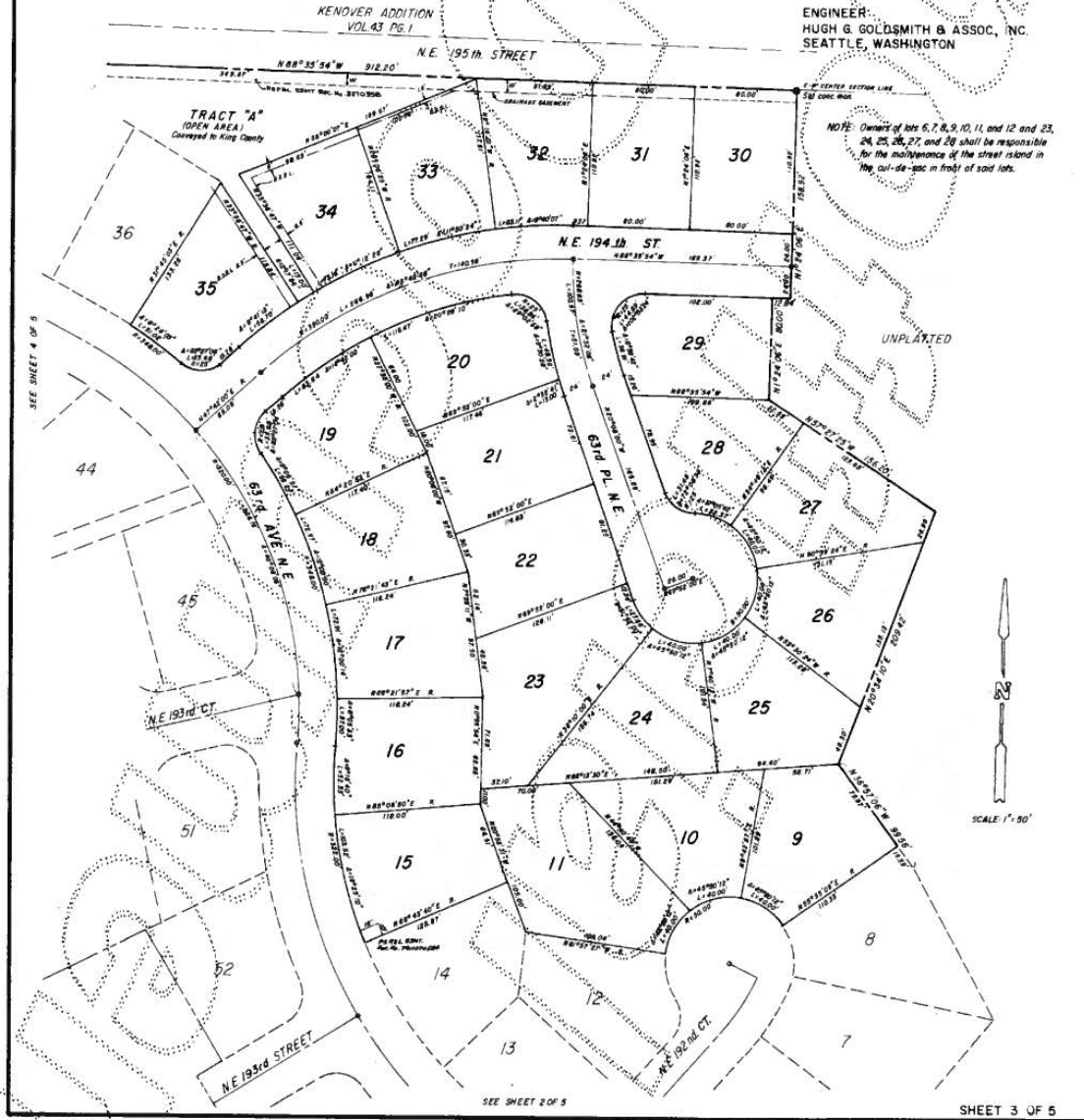
S.E. 1/4, SEC 2, T26 N, R4 E, W.M.

KING COUNTY

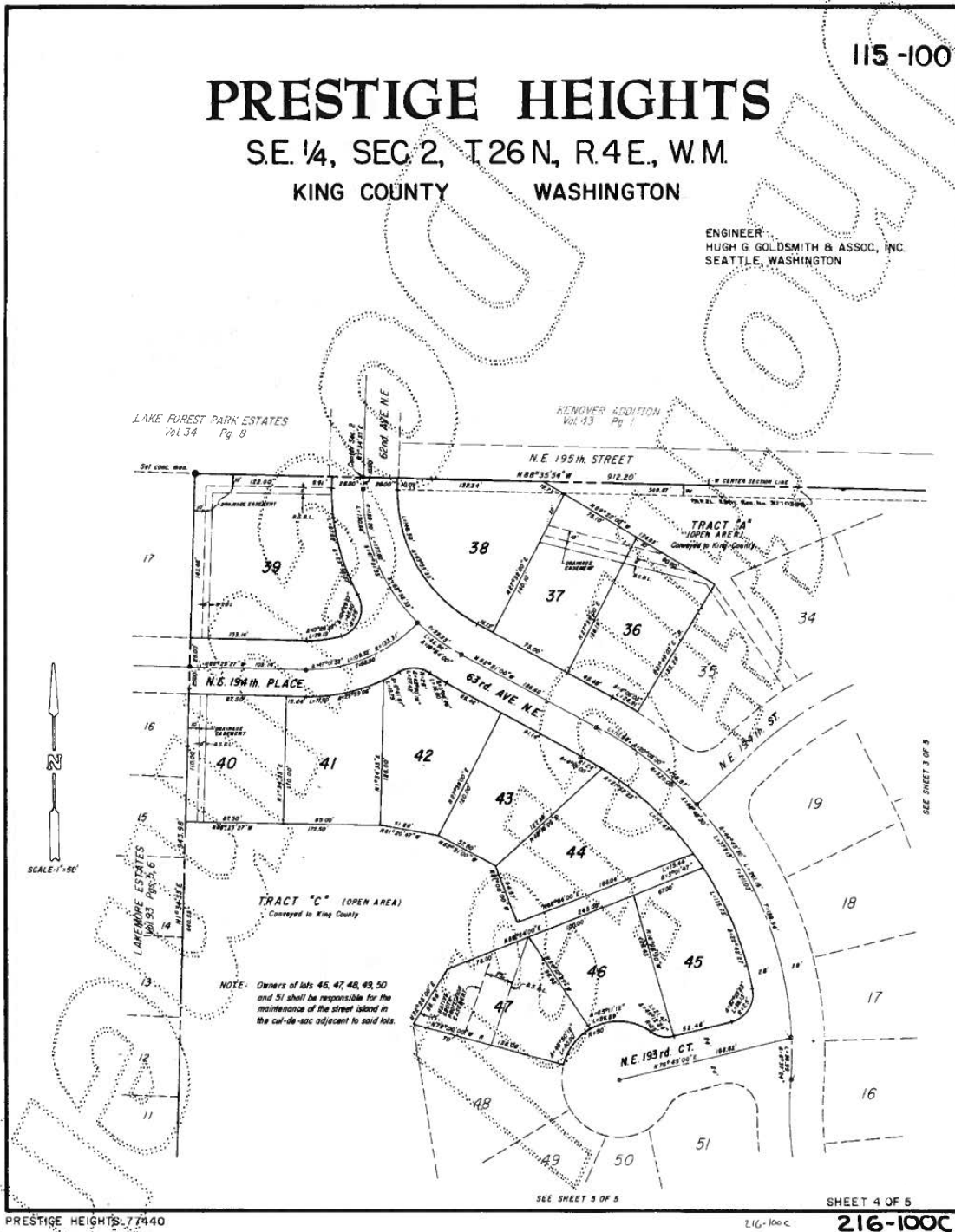
WASHINGTON

KENOVER ADDITION
VOL 43 PG 1

ENGINEER:
HUGH & GOLDSMITH & ASSOC., INC.
SEATTLE, WASHINGTON



VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron



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PRESTIGE HEIGHTS

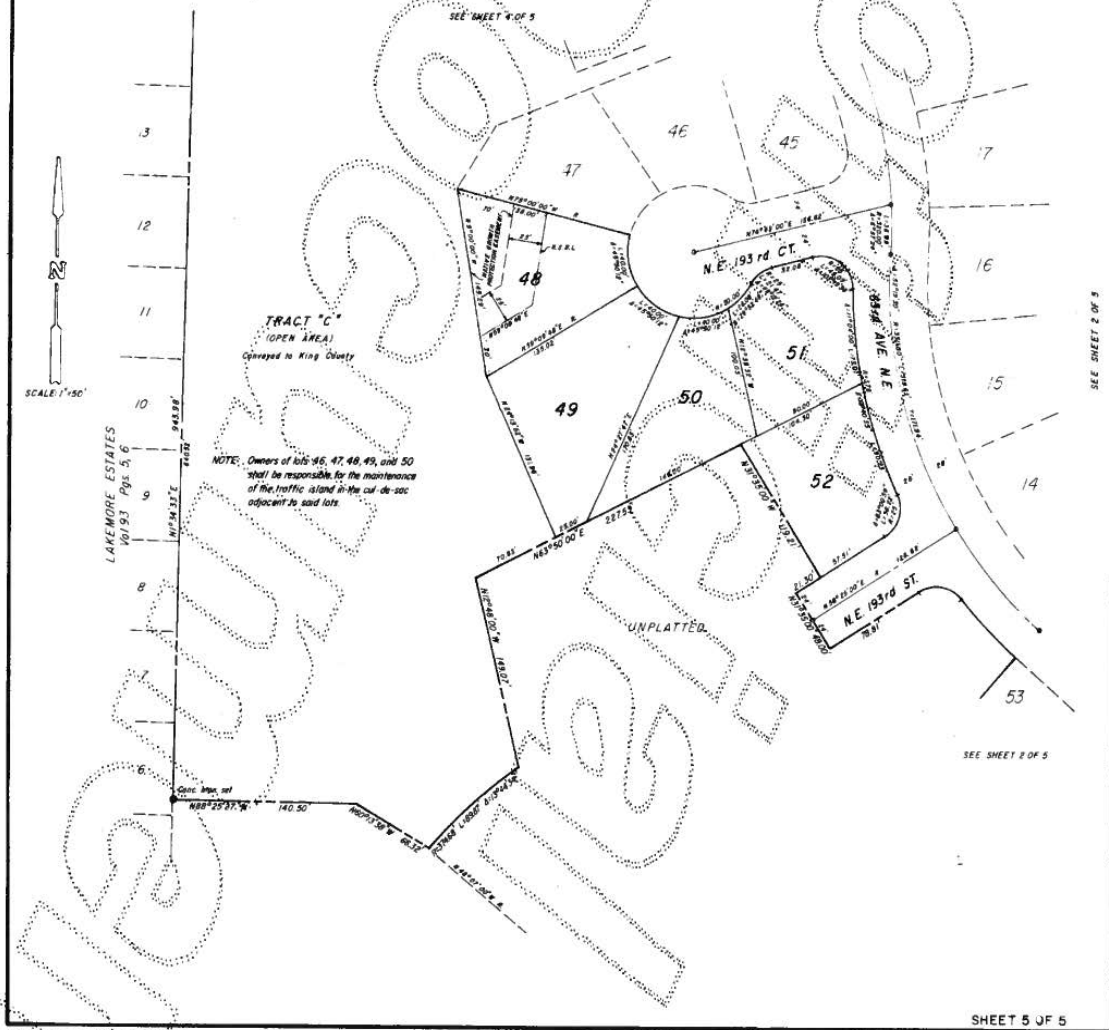
S.E. ¼, SEC 2, T26N, R.4E, W.M.

KING COUNTY

WASHINGTON

115-101

ENGINEER
HUGH G. GOLDSMITH & ASSOC., INC.
SEATTLE, WASHINGTON



VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Filed For Record At Request Of

Robt. J. Martinez-Santiago
AFTER RECORDING RETURN TO:K. C. Property Services Division
300A King County Admin. Bldg.
500 Fourth Avenue
Seattle, WA 98104**DEED****GRANTOR - KING COUNTY, WASHINGTON**
GRANTEE - CITY OF KENMORE
LEGAL -- VARIOUS
TAX NO. - VARIOUS
FILE -- DEDICATED DRAINAGE SITES

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. 13254, does hereby grant, sell and convey unto the CITY OF KENMORE, a municipal corporation of the State of Washington, all it's right, title and interest in, and to, those certain rights in the following described lands created by reason of the dedications as shown on the face of the plats thereof, situate in King County, Washington:

Tract A, Amber Heights, as per plat recorded in Volume 162, pages 63 through 67, records of King County, Washington. (Tax Acct. 020030-0320)

Tract A, Belmont Heights, as per plat recorded in Volume 163, pages 86 through 89, records of King County, Washington. (Tax Acct. 070445-0300)

Tract B, Brookfield Division No. 2, as per plat recorded in Volume 169, pages 27 through 29, records of King County, Washington. (Tax Acct. 113761-0170)

Tract B, Eagle Brook Division II, as per plat recorded in Volume 175, pages 55 through 58, records of King County, Washington. (Tax Acct. 214070-0240)

Tracts A, B, D, Inglewood Estates, as per plat recorded in Volume 177, pages 59 through 61, records of King County, Washington. (Tax Acct. 357820-0140, 0150, 0160)

Tract A, Inglewood Highlands, as per plat recorded in Volume 115, pages 2 through 3, records of King County, Washington. (Tax Acct. 357900-0830)

Tract B, Inglewood Meadows, as per plat recorded in Volume 166, pages 86 through 88, records of King County, Washington. (Tax Acct. 358210-0100)

Tract A, Inglewood Place, as per plat recorded in Volume 143, pages 42 through 44, records of King County, Washington. (Tax Acct. 358220-0210)

Tract X, King County Short Plat No. 1185057, Recording No. 8607251341, said short plat described as follows: Portion of the SW corner of Section 13, Township 26 North, Range 4, East, W.M., described as follows: Beginning at a point on the North line of said subdivision, 1256.70 feet west of the NE corner, thence South 48-12-07 West 497.06 feet to The Point of Beginning, thence South 41-47-53 East 330 feet, thence South 48-12-07 West 100 feet,

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.00

E1644571 12/16/98

thence North 41-47-53 West 330 feet thence North 48-12-07 East 100 feet to The Point of Beginning, less County Road - Also known as Lot 3, Block C, Jacksons Country Club. (Tax Acct. 364910-0127)

Tract K, McDonald Highlands, as per plat recorded in Volume 121, pages 62 through 70, records of King County, Washington. (Tax Acct. 530240-0680)

Tract A, Northlake Heights Division No. 5, as per plat recorded in Volume 106, pages 38 and 39, records of King County, Washington. (Tax Acct. 617893-0560)

Tracts A, B, F and H, Park at Inglemoor, as per plat recorded in Volume 175, pages 76 through 79, records of King County, Washington. (Tax Acct. 664102-0250, 0260, 0270, 0280)

Tracts A, B and C, Prestige Heights, as per plat recorded in Volume 115, pages 97 through 101, records of King County, Washington. (Tax Acct. 689180-0590, 0600, 0610)

Tract X of King County Short Plat No. 1286049, Recording No. 8908030712, said short plat described as follows: Tract 4 of King County Short Plat No. 177093 as recorded under Recording No. 7708180968, records of King County, Washington; together with an undivided interest in rev. Tract A, King County Short Plat No. 177093, as recorded under Recording No. 7708180968, said short plat described as follows: Lot 4, Block 1, Moorland Gardens Unrecorded. (Tax Acct. 563050-0087)

Tract A of King County Short Plat No. 582068, Recording No. 8309220852, said short plat described as follows: A portion of Tract 3, Block 2, Alderwood Manor No. 14 described as follows: Beginning at the SW corner of said Tract 3, thence North 5-13-10 West 291.93 feet, thence East 319.36 feet, thence South 2-10-55 West 290.90 feet, thence West 282.49 feet to the Point of Beginning, LESS portion thereof described as follows: Beginning at said SW corner, thence North 5-13-10 West 140.49 feet to the Point of Beginning, thence continuing North 5-13-10 West 151.53 feet, thence East 219.36 feet, thence South 2-10-55 West 150.90 feet, thence West 200.23 feet to the Point of Beginning. (Tax Acct. 011410-0074)

Tract A, King County Short Plat No. S89S0150, Recording No. 9010169010, said short plat described as follows: That portion of Government Lot 3, Section 12, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows: Beginning at a point which is 1,346.24 feet East and 817.50 feet North of the SW corner of said Section 12; thence North parallel to the West line of said Section, 472.50 feet; thence East parallel to the South line of said Section, 314.06 feet to the True Point of Beginning; EXCEPT therefrom that portion of Government Lot 3, Section 12, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows: Commencing at the SW corner of said Section 12; thence South 88-5-33 East along the South boundary of said Section 12, 1,346.24 feet; thence North 1-52-53 East, parallel to the West boundary of said Section 12, 817.50 feet to the SW corner of Parcel "B" as described in Deed Recording No. 8903311465, King County, Washington, and the True Point of Beginning; thence continuing along the West boundary of said Parcel "B" North 1-52-53 East 155.00 feet to the NW corner of said Parcel "B" which is also the SW corner of Parcel "A" described in said Deed of said Recording No. 8903311465; thence continuing along the West boundary of said Parcel "A", North 1-52-53 East, 40.00 feet; thence South 88-5-33 East, 198 feet; thence South 31-5-33 East, 120.00 feet; thence South 37-33-25 West, 56.72 feet; thence North 73-18-37 West 39.00 feet; thence South 15-53-39 West, 60.00 feet to the South boundary of said Parcel "B"; thence North

9810161545

88-5-33 West, 178 feet to the said SW corner of said Parcel "B" and the True Point of Beginning;

ALSO EXCEPT that portion of Government Lot 3 in Section 12, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows: Beginning at a point which is 1,346.24 feet East and 817.50 feet North of the SW corner of said Section 12; thence North parallel to the West line of said Section, 472.50 feet; thence South 88-5-33 East, 161.90 feet to the True Point of Beginning; thence South 3-12-36 West, 115.99 feet; thence South 47-33-14 East 98.53 feet; thence South 88-5-33 East, 50.00 feet; thence North 1-52-53 East 85.00 feet; thence North 20-56-54 West 103.09 feet; thence North 88-5-33 West 82.16 feet to the True Point of Beginning. ALSO EXCEPT the Northwesternly portion thereof conveyed to King County for street purposes by instrument recorded under recording No. 7211210305. (Tax Acct. 563450-0002)

Tract Y, King County Short Plat No. S89S0243, Recording No. 9206169003, said short plat described as follows: Short Plat S89S0243 being a short plat of Lot 2, as delineated on King County Short Plat Number 780060, recorded under Recording No. 8011240847 being a portion of Government Lot 4, Section 12, Township 26 North, Range 4 East, W.M., in King County Washington. SUBJECT TO restrictions per Recording No. 1782433. SUBJECT TO a right of way easement per Recording No. 2606518. (Tax Acct. 563450-0888)

Tract A, King County Short Plat No. S90S0406, Recording No. 9705019007, said short plat described as follows: The North 1/2 of the SE 1/4 of the NE 1/4 of the NW 1/4 of Section 18, Township 26 North, Range 5 East, W.M., in King County, Washington. (Tax Acct. 182605-9118)

The City of Kenmore shall have full and complete responsibility for the operation, maintenance, repairs and any subsequent improvements to the drainage facilities and/or properties listed above for drainage purposes in perpetuity in accordance with the Interlocal Agreement between King County and the City of Kenmore for the transfer of King County-owned drainage-related properties and facilities.

Dated this 15th day of October, 1998.

KING COUNTY, WASHINGTON

BY David Preugschat
TITLE Property Services Manager

STATE OF WASHINGTON)
COUNTY OF KING) SS)

I certify that David Preugschat signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the Property Services Manager of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated October 15, 1998

Carol G. Thompson
NOTARY PUBLIC in and for the State
of Washington, residing at Seatac
My appointment expires 11-15-2000

0810161545



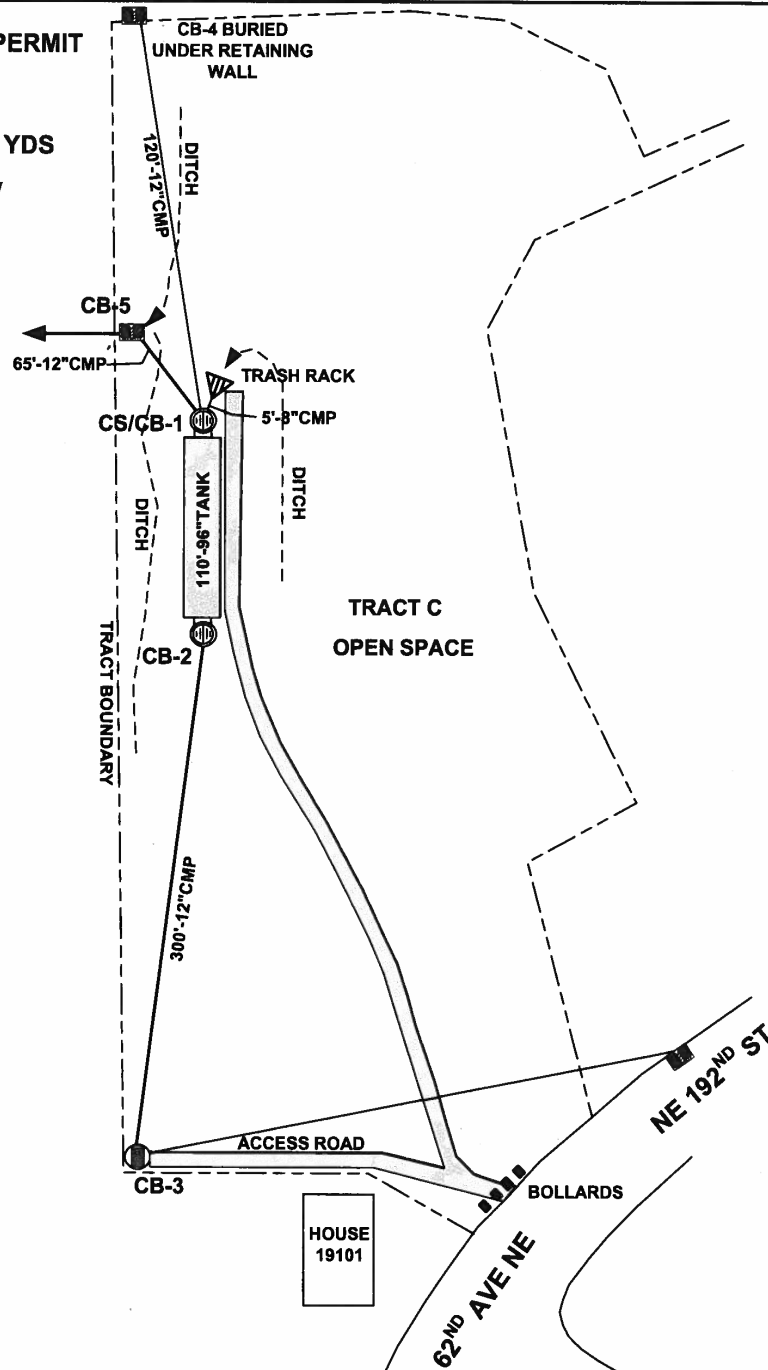
King County

Department of Natural Resources
Water and Land Resource Division

FACILITY SKETCH

PROJECT NO.	D90215 KENMORE		
PROJECT	PRESTIGE HEIGHTS		
LOCATION	19101 - 62ND AVE NE		
KROLL PAGE	400E	SUB BASIN	E LAKE WA
TB PAGE	475-H5	TYPE	TANK
MAINT DIVISION	1	DATE	5-15-07
OUT OF SERVICE	NO	INITIALS -	MAM

- ☐ SPECIAL USE PERMIT
- ☐ NO MOW
- ☒ MOW 6000 SQ YDS
- ☐ SPECIAL MOW



VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

City of Kenmore
City Council Study Session
Minutes
July 18, 2005

CALL TO ORDER - The Study Session meeting of the Kenmore City Council was called to order by Mayor Steven Colwell at 6:00 pm.

Councilmembers present: Mayor Steven Colwell and Councilmembers Jack V. Crawford, John W. Hendrickson, Bob Hensel, Glenn Rogers, and Marcia Schwendiman

Councilmember excused: Deputy Mayor David Baker

Staff present: Steve Anderson, City Manager; Carter Hawley, Assistant City Manager; Rob English, City Engineer; Debbie Bent, Senior Planner; Doug Farman, Finance Director; Bill Evans, Parks Project Manager; and Lynn Batchelor, City Clerk

CITY MANAGER REPORTS

Proposed Comcast Franchise Agreement - Assistant City Manager Hawley was present to give a brief staff report in which she stated that the proposed ordinance renews the franchise agreement between the City and Comcast until 2009. She reviewed that in October 2004, Council directed staff to join forces with the City of Lake Forest Park to negotiate collectively. She stated that concurrent to the beginning of the discussions with Lake Forest Park, staff became aware that there are several cities in King County who are aligning the expiration date of Comcast franchises. She stated that this will allow those cities to jointly negotiate with Comcast for the subsequent franchise, gaining the additional leverage of a greater population base. She stated that Kenmore, along with Lake Forest Park have recently renegotiated a franchise extension with Comcast to align the expiration date to August 2009. She was also available to answer any questions.

It was Council consensus that this item be included on the consent agenda for the July 25th Council meeting for possible approval.

Proposed Puget Sound Energy (PSE) Franchise Agreement - Assistant City Manager Hawley was present to give a brief staff report in which she stated that the proposed ordinance renews the franchise between the City and Puget Sound Energy (PSE). She reviewed that upon incorporation, the City inherited several franchises which had been negotiated between King County and the franchisee. She stated that after incorporation, the City reauthorized the existing franchises, which were set to expire at their normal expiration date, or seven years after incorporation, whichever occurred first. She stated that the City's franchise with PSE for gas service expires in August this year, and the franchise with PSE for electric service expires in December. She stated that the two franchises are combined into the proposed franchise agreement. She briefly reviewed the proposed agreement. She was also available to answer any questions.

It was Council consensus that this item be included on the agenda for the July 25th Council meeting for possible approval.

Community Development Block Grant (CDBG) - Assistant City Manager Hawley was present to give a brief staff report in which she stated that the Interlocal Cooperation Agreement regarding the Community Development Block Grant is an agreement between King County and a number of cities in King County for

the purpose of applying for and distributing Community Development Block Grant ("CDBG") funds from the Federal Department of Housing and Urban Development (HUD). She stated that the proposed changes are part of a routine three-year update cycle and include framework changes to the administration of CDBG funds. She was also available to answer any questions.

It was Council consensus that this item be included on the consent agenda for the July 25th Council meeting for possible approval.

Proposed Wallace Swamp Creek Park Master Plan – Parks Planner Evans was present to give a brief staff report in which he stated that the proposed master plan has been developed as a result of two public meetings and numerous staff reviews. He stated that the plan reflects all of the proposed improvements for the park over the next several years, subject to available funding. He stated that it provides guidelines to follow as the park is developed but allows for change, as needs may vary in the future. He was also available to answer any questions.

Curtis LaPierre, Otak, was present to briefly review the technical memorandum. He was also available to answer any questions.

It was Council direction that staff incorporate their suggested changes/additions to the plan and bring back a proposed master plan that will reflect those suggestions for their review at an upcoming meeting. It was also Council consensus that a presentation be scheduled for an upcoming meeting regarding the wetlands/sediment pond improvements Swamp Creek flood reduction as it relates to this site/proposed park improvements.

Proposed Northshore Summit Park, Rhododendron Park and Moorlands Park Master Plan Consultant Contracts – Parks Planner Evans was present to give a brief staff report in which he stated that the adopted 2005 Budget includes funding to complete master plans for the City Parks. He stated that the master plans for Log Boom and Wallace Swamp Creek Parks are nearly complete and we are ready to begin the process for Moorlands, Rhododendron and North Shore Summit Parks. He stated that the Master Plans will reflect all potential park improvements planned for the site and serve as a guideline for future development. He stated that as with the two previous plans, the City will hold two public meetings to obtain input and provide direction as the plans are developed. He stated that Statement of Qualifications were requested from firms interested in the planning work. He stated that staff recommends that the Berger Partnership be retained to prepare the Rhododendron Park Master Plan and that the firm of Macleod Reckord be retained to prepare the Moorlands and Northshore Summit parks Master Plans. He was also available to answer any questions.

It was Council consensus that this item be included on the agenda for further consideration at a study session in September.

University of Washington Interim Chancellor Steve Olswang was in attendance to introduce himself to Council. He was also available to answer any questions.

Kenmore Little League – Scott Rogers, Scott Ponto and Brent Smith, representatives of the Kenmore Little League, were in attendance to update the Council on the status of their application to the State Parks for use of the St. Edward Park for new ball fields. They also requested that the City provide financial assistance to design and construct the new fields.

It was Council direction that staff draft a letter to the State Parks, on behalf of the Council for the Mayor's signature in support of the Kenmore Little League's application for the new ball fields at St. Edward State Park.

Proposed Ordinance Relating to Standards for Construction of Streets, and Repealing Chapters 12.25 and 12.30 of the Kenmore Municipal Code (KMC) – City Engineer English was present to give a brief staff report in which he stated that the proposed ordinance will revise the Kenmore Municipal Code to clearly specify the 1993 King County Road Standards as the City standards and specifications for street construction. He stated that the proposed code revision will not change current requirements for street construction. He was also available to answer any questions.

It was Council consensus that this item be included on the consent agenda for the July 25th Council meeting for possible adoption.

Analysis of Left Hand Turn Lane at 68th & 75th – City Engineer English was present to give a brief staff report in which he reviewed that the City Council requested staff to analyze the benefits of a left turn restriction at the intersection of 68th Ave NE & NE 175th St as part of their Council initiatives/goals in 2004. He stated that funds were placed in the 2005 budget for this task and staff requested King County to complete the study in March of this year. He stated that the study recommends left turn restrictions from 4-7 p.m. for northbound and southbound traffic on 68th Ave NE, to improve traffic flow and reduce the number of accidents at the intersection. He stated that staff is requesting direction from the City Council on whether to proceed with implementing the restriction or to leave the current traffic operation in place at the intersection. He was also available to answer any questions.

It was Council direction that staff invite businesses and residents on 175th and Simonds Road to a public meeting to receive their input on the proposed change.

Proposed Critical Area Ordinance – Senior Planner Bent was present to give a brief staff report in which she stated that the matrix in the Council's packet is a response to all comments received at the July 11th public hearing regarding proposed Critical Area Ordinance regulations. She was also available to answer any questions.

Teresa Vanderburg and Ann Root, Adolfson Associates, were in attendance to address any outstanding questions or comments or requests for additional information that you may require prior to making a decision on the critical area ordinance.

It was Council direction that staff amend the draft to show a 25% buffer reduction for type I wetlands and streams. It was also Council direction that staff prepare a comparison of several properties to show what the current buffer is vs. the buffer reduction in the proposed ordinance.

Proposed SR 522 Design Alternatives – City Engineer English was present to give a brief staff report in which he stated that at the City Council retreat this past February, the Council requested additional information on the SR522 Phase I project. He stated that the additional information was to describe what has been done to date, estimated costs, and alternatives to be considered in final decisions related to the project. He stated that this information had been provided to the City Council at the May 16th study session and several additional questions were raised by City Councilmembers that required research by the consultant. He stated that this information was being provided to help the City Councilmembers answer their questions with regards to median curb height, landscaping and sidewalk width and to receive direction from the City Council on whether they wanted to make changes. He was also available to answer any questions.

Carl Johnson, Bucher, Willis & Ratliff (BWR), was present to review the memorandum dated July 12, 2005 which responds to the issues that were raised during the study session on May 16th. He was also available to answer any questions.

It was Council consensus to not make changes to the proposed roadway improvements.

City Engineer Rob English announced that the next SR 522 Phase I open house is scheduled for August 18th.

Motion to Cancel the Regular August Council Meetings – City Manager Anderson stated that Council typically schedules only two meetings in August. He stated that staff's recommendation is to meet the first and second Mondays of August, the 1st and 8th.

It was Council consensus to include a motion on the consent agenda for the July 25th Council meeting canceling the August 1st, 8th, 15th, 29th and September 5th Council meetings.

CITY COUNCILMEMBER INITIATIVES

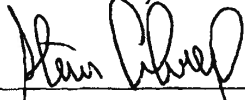
Councilmember Hendrickson discussed the budget process; the benefits of educating the public on the gas tax; issue of the gambling revenue; and the Critical Area Ordinance.

It was suggested by the Mayor that Councilmember Hendrickson summarize his initiatives in an e-mail and forward them to Council and staff.

ADJOURNMENT

There being no further business, Mayor Colwell adjourned the study session meeting at 10:19 pm.

ATTEST:



Steve Colwell, Mayor



Lynn Batchelor, City Clerk

City of Kenmore
City Council Regular Meeting
Minutes
September 26, 2005

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor Colwell at 7:00 pm.

Councilmembers present: Deputy Mayor David Baker, and Councilmembers Jack V. Crawford, John W. Hendrickson, Bob Hensel and Glenn Rogers

Councilmembers excused: Mayor Colwell

Staff present: Stephen Anderson, City Manager; Cliff Sether, Police Chief; Bill Evans, Park Planner; Rod Kaseguma, City Attorney; and Lynn Batchelor, City Clerk

FLAG SALUTE

Deputy Mayor Baker led the flag salute.

CONSENT AGENDA

Councilmember Crawford moved to approve the consent agenda as submitted. Councilmember Rogers seconded the motion to approve the Minutes of the September 12, 2005 Council meeting and September 12, 2005 Special Study Session; Approval of Claims in the amount of \$374,265.98 for the period ending September 20, 2005; July and August Financial Reports; Agenda Bill No. 05-C455 – Motion Authorizing the City Manager to Enter Into Interlocal Agreement No. 05-455 Between the City of Renton and the City of Kenmore for the Housing of Inmates in the Renton City Jail; Agenda Bill No. 05-458 – Motion Authorizing the City Manager to Enter into Contract No. 05-C458 with Hough, Beck & Baird for Consulting Services Relating to Log Boom Park Phase I Construction and Feasibility Study for Waterfront Improvements; Motion Setting a Special Council Meeting for Tuesday, September 27, 2005, 6:00 p.m., to be held at City Hall; Motion Setting a Special Joint Council/Downtown Task Force Meeting for Wednesday, September 28, 2005, 7:00 p.m., to be held at the Northshore Utility District, Tolt Room. The motion passed unanimously.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th, Kenmore, was present to encourage the Council to approach King County to request that they provide additional funding for the proposed underpass at 73rd, for the Burke-Gilman Bike Trail.

Debra Srebnik, 18521 63rd Ave. NE, Kenmore, was present to request that Council provide financial support for a children's indoor play space at St. Edward State Park. She suggested that the City amend their current contract with Northwest Center by adding language in the contract with Northwest Center for the purchase of the playground equipment and operation of the play space.

Andy Fallat, 526 1st Ave. S. #512, Seattle, was present to state that he was asked by Bastyr to look at their proposed Master Plan. He requested that Council bring back the plan for further consideration at one of their upcoming meetings.

Bob Black, 8232 NE 166th, Kenmore, was present to state his concerns regarding the ban on fireworks and on traffic. He would like to see the citizens in Kenmore have the right for initiative and referendum.

Patrick O'Brien, 6330 NE 181st, Kenmore, was present to state that he wants more citizen input on the Downtown Task Force RFQ and wants Council to have more input as to where the new King County library is going to be located in Kenmore. He also talked about his concerns relating to the Brightwater Memorandum of Agreement (MOA).

Laurie Sperry, 18920 71st Ave. NE, Kenmore, was present to ask the Council to consider locating a park at 181st and 73rd.

PRESENTATION

Kenmore Art Show Committee Art Work Presentation – On behalf of the Kenmore Art Show Committee, in recognition of their continued support, Char Crawford presented to the City a wood sculpture 'Raven Capturing the Sun' by artist Kenneth Anderson.

PUBLIC HEARING

Public Hearing on Initiative 912 - I 912 Repeals the 9.5 Cent Gas Tax Increase Passed by the 2005 State Legislature in June and Would Stop Scheduled Projects from Receiving Funding from that Source. City Manager Anderson was present to give a brief staff report in which he reviewed that Council has authority to take a position on initiatives but must first have a public hearing to receive public testimony. He was also available to answer any questions.

Mayor Colwell opened the public hearing to receive public testimony on this issue at 8:51 p.m.

Dave Crawford, 7534 NE 175th, Kenmore, was present to state his concerns regarding the passage of this initiative.

Clyde Merriweather, Kenmore, was present to state that he opposes I-192 and hopes that Council votes against the initiative.

As there was no further testimony, Deputy Mayor Baker closed the public hearing at 8:57 p.m.

Councilmember Hensel moved to amend the agenda to move the consideration of the resolution taking a position on I-192 up on the agenda. Councilmember Crawford seconded the motion. The motion passed unanimously.

Councilmember Hendrickson moved to adopt Resolution No. 05-107– Resolution Taking an Official Position by Opposing Initiative 912 - which would repeal the motor vehicle fuel tax rate increase enacted by the 2005 session of the Legislature for state-wide transportation purposes. Councilmember Crawford seconded the motion. The motion passed unanimously.

RESOLUTIONS

Agenda Bill No. 05-106 - Resolution Officially Naming the 'Jack V. Crawford' Skateboard Park. Deputy Mayor Baker read the resolution into the record.

Councilmember Rogers moved to adopt Resolution No. 05-106 Officially Naming the New Skateboard Park the "Jack V. Crawford" Skateboard Park. Councilmember Hendrickson seconded the motion. The motion passed unanimously.

MOTIONS

Agenda Bill No 05-C456 - Motion Authorizing the City Manager to Enter Into Contract No. 05-C456 with Berger Partnership for Consulting Services Relating to the Rhododendron Park Master Plan. Planner Bill Evans was present to give a brief staff report in which he stated that the approved 2005 Parks and Recreation Capital Facilities Plan includes funding to do master plans for each of our City parks. He stated that we have completed the master plan for Log Boom Park and are nearly complete with the Wallace Swamp Creek Park plan. He stated that staff recommends that Council authorize the City Manager to enter into Contract No. 05-C456 with the Berger Partnership P.S. to prepare a Master Plan for Rhododendron Park for an amount not to exceed \$24,325.00. He was also available to answer any questions.

Councilmember Crawford moved to Authorize the City Manager to Enter Into Contract No. 5-C456 with Berger Partnership for Consulting Services Relating to the Rhododendron Park Master Plan. Councilmember Hensel seconded the motion. Councilmember Hendrickson voted no. Councilmember Crawford, Deputy Mayor Baker, Councilmember Hensel and Councilmember Rogers voted aye. The motion passed.

Agenda Bill No. 05-C457 - Motion Authorizing the City Manager to Enter Into Contract No 05-C457 with MacLeod Reckford for Consulting Services Relating to the Moorlands and Northshore Summit Park Master Plans. Parks Planner Evans was present to give a brief staff report in which he stated that the Master Plans are important for the development of our parks in the future. He stated that staff recommends that Council authorize the City Manager to enter into Contract no. 05-C457 with Macleod Reckord to prepare Master Plans for Moorlands and Northshore Summit Parks. He was also available to answer any questions.

Councilmember Hensel moved to Authorize the City Manager to Enter Into Contract No. 05-C457 with MacLeod Reckford for Consulting Services Relating to the Moorlands and Northshore Summit Park Master Plans. Councilmember Crawford seconded the motion. Councilmember Hendrickson voted no. Councilmember Crawford, Deputy Mayor Baker, Councilmember Hensel and Councilmember Rogers voted aye. The motion passed.

Agenda Bill No. 05-C459 – Motion Authorizing the City Manager Enter Into Contract No. 05-C459 with King County for Brightwater Memorandum of Agreement (MOA). City Manager Anderson was present to give a brief staff report in which he stated that at the September 19th study session Council expressed several concerns regarding some of the language in the MOA. He stated that Council directed staff to work with King County to address those concerns. He reviewed the most recent version of the draft MOA, dated September 23rd. He reviewed how the County amended/revised the language in the MOA to reflect those changes. He was also available to answer any questions.

Councilmember Crawford moved to Authorize the City Manager to Enter Into Contract No. 05-C459 with King County for Brightwater Memorandum of Agreement (MOA). Councilmember Hensel seconded the motion. Councilmember Hendrickson voted no. Councilmember Crawford, Deputy Mayor Baker, Councilmember Hensel and Councilmember Rogers voted aye. The motion passed.

CITY MANAGER REPORTS

Stream 0056 Study Update – City Manager Anderson was present to give a brief staff report in which he reviewed that the final report is in the Council packet. He stated that City Engineer English and the project manager from Herrera Environmental will be at the October 3rd study session to review the final report and answer questions. He was also present to answer any questions.

2006 Preliminary Budget – City Manager Anderson stated that the 2006 Preliminary Budgets will be distributed at the study session on October 3rd.

CITY COUNCILMEMBERS COMMENTS/INITIATIVES

Councilmember Rogers briefly reviewed the email that Council and staff received from the Kenmore Heritage Society in which they committed an initial \$1,000 towards the costs of hiring a consultant for the preliminary planning phase for the proposed Interpretive Center at Log Boom Park. He also gave his support for having the City put up a banner announcing when/where the next Council candidate forum will be held.

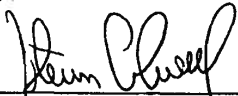
Councilmember Hendrickson discussed the proposed traffic analysis and suggested traffic solutions for Juanita Drive; and the need for using critical movement for measuring traffic at intersections.

Deputy Mayor Baker had concerns about the campaign signs that are still up throughout the City.

City Manager Anderson stated that once the primary election is certified, then staff will notify the candidates that will not be in the general election to remove their signs.

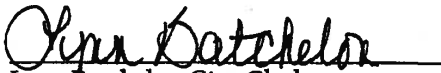
ADJOURNMENT

Mayor Colwell adjourned the regular meeting at 9:10 pm.



Steven Colwell, Mayor

ATTEST:


Lynn Batchelor, City Clerk

Contract No. 05-C457

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Kenmore, Washington, a noncharter optional municipal code city referred to as "the City", and MacLeod Reckord, hereinafter referred to as "the Contractor", whose principal office is located at 231 Summit Ave E, Seattle, WA 98102.

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

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall prepare Master Plans for Moorlands and Northshore Summit Parks and perform those services described on Exhibit A & B attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$29,970.00. (Moorlands Park \$15,510.00 and Northshore Summit \$14,260.00)
3. Contractor Budget. The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing October 1, 2005 and ending, February 28, 2006 unless sooner terminated under the provisions hereinafter specified.
5. Independent Contractor. Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties

- 1 -

of an employer with respect to the Contractor, or any employee of the Contractor.

6. Indemnification. The Contractor shall indemnify, defend and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from acts or omissions of the Contractor, its agents, servants, officers or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agents or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death or damage, the Contractor shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expense incurred by the City in defending such claim or suit, including attorneys' fees.

7. Insurance.

A. The Contractor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$500,000.00 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of Kenmore as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

B. Certificates of coverage as required by paragraph A above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

8. Record Keeping and Reporting.

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

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

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

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

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

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

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

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

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

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

15. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 26th day of September, 2005.

CITY OF KENMORE:

BY: [Signature]

Title: City Manager

Attest/Authenticated:

CONTRACTOR:

By: [Signature]

Title: PRINCIPAL

Address: MACLEOD RECKORD
231 SUMMIT AVE. EAST
SEATTLE, WA. 98102


City Clerk

Approved as to Form:
Office of the City Attorney


City Attorney, Rod Kaseguma

EXHIBIT A

SCOPE OF WORK MOORELANDS PARK

Task 210 Project Initiation and Data Gathering

- Meet with Parks Planner on site for walkthrough and project orientation.
- Draft work plan and schedule.
- Draw base map based on best available data (survey not included). Field check available base information and draw existing conditions base map.
- Coordinate with Parks Planner and provide general project administration.

Task 220 Site Inventory & Analysis

- Consult with City and the School District to identify potential utility and easement issues.
- Draw a plan of existing conditions which at a minimum depicts: utilities, easements, property lines, vegetation, views, access and abutting uses, encroachment or joint uses.
- Deliverables:
 - Site Inventory and Analysis Plan

Task 230 Programming

- Meet with Parks Planner to discuss potential program elements and develop list of program options.
- Meet with School District to discuss program elements and joint use.
- Develop concept studies which explore siting options of program elements.
- Review concept studies with Parks Planner and identify two concepts for alternative schematics.
- Deliverables:
 - List of Alternative Program Elements
 - Siting Concept Studies

Task 240 Schematic Master Plan Alternatives

- Develop 2 schematic master plan alternatives.
- Provide construction cost estimates for each alternative.
- Review alternatives with Parks Planner and the School District.
- Present alternatives to the community at public meeting #1.
- Provide general project administration and communication.
- Deliverables:
 - Two Schematic Master Plan Alternatives
 - Public Meeting Minutes and Review Comments

Task 250 Preliminary Master Plan

- Develop a preliminary master plan based on review comments from the Parks Planner and the public.
- Provide presentation drawing of preliminary master plan.
- Provide construction cost estimate for preliminary master plan.
- Develop a phasing plan which identifies logical sequencing of construction and construction estimates for each phase.
- Review preliminary master plan cost estimate and phasing with Parks Planner and the School District..
- Present the preliminary master plan to the City Council at a regularly scheduled study session.
- Provide general project administration and communication.
- Deliverables:
 - Preliminary Master Plan Presentation Drawings
 - Cost Estimate
 - Phasing Plan
 - Minutes and Review Comments from Public Meeting #2 and City Council Study Session.

Task 260 Final Master Plan

- Revise master plan as necessary based on Parks Planner, public, and City Council review of preliminary plan.
- Write a brief summary report which describes the master planning process and contains copies of relevant graphics.
- Review final plan with Parks Planner.
- Deliverables:
 - Full Size Plan Rendering
 - One Set of Loose Originals for Photocopying
 - Five Bound Master Plan Reports

End of Scope of Work

MacLeod Reckord
Landscape Architects

EXHIBIT A
FEE DERIVATION
Project: Moorelands Park Master Plan
Date: July 5, 2005

TASK	HOURS				RATE/FEE				SUBTOTAL	TOTAL
	PRINC	LA	DRAFT	WP	PRINC \$120	LA \$75	DRAFT \$65	WP \$45		
210 PROJECT INITIATION										
Initial Meeting with Owner	2				240	-	-	-	-	
Develop Work Plan & Schedule		1			-	75	-	-	-	
Develop Base Map:										
Locate Best Available Data		2			-	150	-	-	-	
Field Check Base Information		4			-	300	-	-	-	
Draw Existing Conditions Base		2	8		-	150	520	-	-	
Coordinate with Director	1				120	-	-	-	-	
General Administration	1				120	-	-	-	-	1,875
220 SITE ANALYSIS										
Opportunities & Constraints	1	2	2		120	150	130	-	-	
Research Existing Utilities		2			-	150	-	-	-	
Research Existing Easements		2			-	150	-	-	-	
Vegetation/Views/Access		2			-	150	-	-	-	
Identify Existing Encroachments and Joint Use	1	2			120	150	-	-	-	1,120
230 PROGRAMMING										
Discussions with Director	2				240	-	-	-	-	
Meet with School District	2				240	-	-	-	-	
Program Alternatives	1	2			120	150	-	-	-	
Concept Studies	1	6			120	450	-	-	-	
Review with Director	2				240	-	-	-	-	1,560
240 SCHEMATIC MASTER PLAN ALTERNATIVES										
Alternative Designs (2 schemes)	1	24	8		120	1,800	520	-	-	
Review with Director and School District	4				480	-	-	-	-	
Public Meeting #1	4	4		1	480	300	-	45	-	
General Administration	1				120	-	-	-	-	3,965

MacLeod Reckord

Landscape Architects

FEE DERIVATION

Project: Moorelands Park Master Plan

Date: July 5, 2005

TASK	HOURS				RATE/FEE				SUBTOTAL	TOTAL
	PRINC	LA	DRAFT	WP	PRINC \$120	LA \$75	DRAFT \$65	WP \$45		
250 PRELIMINARY MASTER PLAN										
Preliminary Master Plan Design	1	8	4		120	600	260	-		
Presentation Plan Drawings		8	4		-	600	260	-		
Final Cost Estimate		3	3	1	-	225	185	45		
Phasing Plan		4	2		-	300	130	-		
Review with Director and School District	4				480	-	-	-		
Public Meeting #2	4	4			480	300	-	-		
City Council Study Session	2	2			240	150	-	-		
General Administration	1				120	-	-	-	4,505	
260 FINAL MASTER PLAN										
Final Master Plan Revisions	1	4	4		120	300	260	-		
Summary Report:										
Introduction	1				120	-	-	-		
Existing Conditions		1		1	-	75	-	45		
Program		1		1	-	75	-	45		
Alternate Designs		2	1	1	-	150	65	45		
Final Master Plan		2	1	1	-	150	65	45		
Phasing Plan & Costs	1	2		1	120	150	-	45		
Appendix		1			-	75	-	-		
Review with Director		1			-	75	-	-		
City Council Adoption (by Director)	2				240	-	-	-	2,385	
General Administration	1				120	-	-	-	400	
270 REIMBURSABLES (ALLOW)										
TOTAL PROPOSED FEE:										\$ 15,510

EXHIBIT B

SCOPE OF WORK NORTH SHORE SUMMIT PARK

Task 210 Project Initiation and Data Gathering

- Meet with Parks Planner on site for walkthrough and project orientation.
- Draft work plan and schedule.
- Draw base map based on best available data (survey not included). Field check available base information and draw existing conditions base map.
- Coordinate with Parks Planner and provide general project administration.

Task 220 Site Inventory & Analysis

- Consult with City and County departments to identify potential utility and easement issues.
- Draw a plan of existing conditions which at a minimum depicts: utilities, easements, property lines, vegetation, views, access and abutting uses.
- Deliverables:
 - Site Inventory and Analysis Plan

Task 230 Programming

- Meet with Parks Planner to discuss potential program elements and develop list of program options.
- Develop concept studies which explore siting options of program elements.
- Review concept studies with Parks Planner and identify two concepts for alternative schematics.
- Deliverables:
 - List of Alternative Program Elements
 - Siting Concept Studies

Task 240 Schematic Master Plan Alternatives

- Develop 2 schematic master plan alternatives.
- Provide construction cost estimates for each alternative.
- Review alternatives with Parks Planner.
- Present alternatives to the community at public meeting #1.
- Provide general project administration and communication.
- Deliverables:
 - Two Schematic Master Plan Alternatives
 - Public Meeting Minutes and Review Comments

Task 250 Preliminary Master Plan

- Develop a preliminary master plan based on review comments from the Parks Planner and the public.
- Provide presentation drawing of preliminary master plan.
- Provide construction cost estimate for preliminary master plan.
- Develop a phasing plan which identifies logical sequencing of construction and construction estimates for each phase.
- Review preliminary master plan cost estimate and phasing with Parks Planner.
- Present the preliminary master plan to the City Council at a regularly scheduled study session.
- Provide general project administration and communication.
- Deliverables:
 - Preliminary Master Plan Presentation Drawings
 - Cost Estimate
 - Phasing Plan
 - Minutes and Review Comments from Public Meeting #2 and City Council Study Session.

Task 260 Final Master Plan

- Revise master plan as necessary based on Parks Planner, public, and City Council review of preliminary plan.
- Write a brief summary report which describes the master planning process and contains copies of relevant graphics.
- Review final plan with Parks Planner.
- Deliverables:
 - Full Size Plan Rendering
 - One Set of Loose Originals for Photocopying
 - Five Bound Master Plan Reports

End of Scope of Work

MacLeod Reckord
Landscape Architects

EXHIBIT B
FEE DERIVATION

Project: North Shore Summit Park Master Plan
Date: May 31, 2005

TASK	HOURS				RATE/FEE				SUBTOTAL	TOTAL
	PRINC	LA	DRAFT	WP	PRINC \$120	LA. \$75	DRAFT \$65	WP \$45		
210 PROJECT INITIATION										
Initial Meeting with Owner	2				240	-	-	-		
Develop Work Plan & Schedule		1			-	75	-	-		
Develop Base Map:										
Locate Best Available Data		2			-	150	-	-		
Field Check Base Information		4			-	300	-	-		
Draw Existing Conditions Base		2	4		-	150	260	-		
Coordinate with Director	1				120	-	-	-		
General Administration	1				120	-	-	-	1,415	
220 SITE ANALYSIS										
Opportunities & Constraints	1	2	2		120	150	130	-		
Research Existing Utilities		2			-	150	-	-		
Research Existing Easements		2			-	150	-	-		
Vegetation/Views/Access		2			-	150	-	-	850	
230 PROGRAMMING										
Discussions with Director	2				240	-	-	-		
Program Alternatives	1	2			120	150	-	-		
Concept Studies	1	6			120	450	-	-		
Review with Director	2				240	-	-	-	1,320	
240 SCHEMATIC MASTER PLAN ALTERNATIVES										
Alternative Designs (2 schemes)	1	24	8		120	1,800	520	-		
Review with Director	2				240	-	-	-		
Public Meeting #1	4	4		1	480	300	-	45		
General Administration	1				120	-	-	-	3,625	

Max Rod Reckord
Landscape Architects

FEE DERIVATION

Project: North Shore Summit Park Master Plan
Date: May 31, 2005

TASK	HOURS			RATE/FEE				SUBTOTAL	TOTAL
	PRINC	LA	DRAFT	WP	PRINC	LA	DRAFT	WP	
					\$120	\$75	\$85	\$45	
250 PRELIMINARY MASTER PLAN									
Preliminary Master Plan Design	1	8	4		120	600	260	-	
Presentation Plan Drawings		8	4		-	600	260	-	
Final Cost Estimate		3	3	1	-	225	195	45	
Phasing Plan		4	2		-	300	130	-	
Review with Director	2				240	-	-	-	
Public Meeting #2	4	4			480	300	-	-	
City Council Study Session	2	2			240	150	-	-	
General Administration	1				120	-	-	-	4,265
260 FINAL MASTER PLAN									
Final Master Plan Revisions	1	4	4		120	300	260	-	
Summary Report:									
Introduction	1				120	-	-	-	
Existing Conditions		1		1	-	75	-	45	
Program		1		1	-	75	-	45	
Alternate Designs		2	1	1	-	150	65	45	
Final Master Plan		2	1	1	-	150	65	45	
Phasing Plan & Costs	1	2	1	1	120	150	-	45	
Appendix		1			-	75	-	-	
Review with Director		1			-	75	-	-	
City Council Adoption (by Director)	2				240	-	-	-	
General Administration	1				120	-	-	-	
									2,385
270 REIMBURSABLES (ALLOW)									
									400
TOTAL PROPOSED FEE:									\$ 14,260

City of Kenmore
City Council Study Session
Minutes
March 20, 2006

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor Eastwood at 6:00 p.m.

EXECUTIVE SESSION

Mayor Eastwood adjourned the regular meeting at 6:03 p.m. to an executive session with legal counsel pursuant to RCW 42.30.110(1)(i) to discuss litigation. He stated that the executive session will last for 45 minutes and that no action will be taken when the meeting is reconvened back to regular session.

Mayor Eastwood reconvened the meeting back to regular session at 7:00 p.m.

Councilmembers present: Mayor Randy Eastwood, Deputy Mayor David Baker, and Councilmembers John W. Hendrickson, Bob Hensel, Glenn Rogers, Laurie Sperry, and Allan Van Ness

Staff present: Stephen Anderson, City Manager; Doug Farmen, Finance Director; Robert English, City Engineer; Debbie Bent, Interim Director of Community Development; and Lynn Batchelor, City Clerk

AGENDA APPROVAL

Mayor Eastwood pulled Item No. II G – “ Proposed Ordinance Amending Public Records Section in the Kenmore Municipal Code (KMC) Due to Change in State Statutes” from the agenda.

It was Council consensus that they approve the agenda as amended.

CITY MANAGER REPORTS

Proposed Parks Bond or Levy – Director of Finance Farmen was present to give a brief staff report in which he reviewed that Council approved several park improvement projects as part of the Capital Facilities Plan component of the 2006 Budget. He stated that staff wants direction from Council on whether to move forward with a proposed parks bond issue. He noted that there are specific milestones, dates and deadlines the City would need to adhere to if they decide to bring the issue to ballot in May 2007. He was also available to answer any questions.

Jim Nelson, Martin Nelson and Company, was present to review and answer questions relating to non-voted/voted bond information and costs with the City Council. He stated that the proposal is for a 20-year voted bond for \$8.4 million. He was also available to answer any questions.

It was Council consensus that this issue will be discussed further during the upcoming council retreats/budget meetings.

January Financial Reports – Director of Finance Farnen was present to give a brief staff report on the January Financial Reports. He was also available to answer any questions.

It was Council consensus that this item be moved forward to the March 27, 2006 consent agenda for possible approval.

Proposed Moorlands, Northshore Summit, and Rhododendron Parks Master Plans – Parks Planner Evans was present to give a staff report in which he briefly reviewed the proposed plans for Moorlands, Northshore Summit, and Rhododendron Parks. He stated that the master plans are to be used as guides for future improvements/development in the parks. He reviewed the public involvement process. He stated that the adopted Capital Facilities Plan (CFP) includes \$700,000 in 2007 and \$500,000 in 2010 for phased development. He stated that many of the proposed improvements could be phased over a period of time and developed in such a way that they would not be affected by future phases of development. He was also available to answer any questions.

It was Council consensus that this item be moved forward to the March 27, 2006 agenda for a presentation and possible approval.

Proposed Critical Areas Ordinance – Interim Director of Community Development Bent was present to give a brief staff report in which she reviewed that a public hearing was held on March 13th to receive public testimony regarding the proposed Critical Areas Regulations. She stated that staff has provided a summary of the public comments made at that public hearing, along with a City response. She stated that based on Council's request, staff has provided information regarding wetland mitigation ratios and information pertaining to Critical Aquifer Recharge Areas. She stated that staff is requesting that Council provide direction and to clarify whether they have any additional changes or issues that they would like staff to address. She was also available to answer any questions.

Teresa Vanderberg, Adolfson and Associates, was present to review the public hearing comments; proposed wetland mitigation ratios; and Critical Aquifer Recharge Areas. She was also available to answer any questions.

Discussion followed.

It was Council direction that staff make the discussed changes and bring the proposed ordinance back for further review at an upcoming study session.

Identify Items of Interest for the Comprehensive Plan Review – Interim Director of Community Development Bent was present to give a brief staff report in which she reviewed that at the January 20th, 2006 Council Retreat, the Council requested an opportunity to discuss items in the Comprehensive Plan that may warrant update and review. She stated that staff requests Council direction to identify such items in order to develop a potential scope of work. She stated that the 2006 budget includes \$50,000 for comprehensive plan amendments. She stated that Jones & Stokes has prepared a draft scope of services and budget related to developing a Comprehensive Plan Amendment Docketing Process related to annual Comprehensive Plan updates as well as a review of the plan to determine areas that require amendment in upcoming plan amendment cycles. She was also available to answer any questions.

Discussion followed.

It was Council direction that staff provide the requested information on zoning and then bring this item back for further discussion at an upcoming study session.

Proposed Amendment No. 3 to Otak Agreement 02-C200 Swamp Creek Phase II – City Engineer English was present to give a brief staff report in which he stated that the proposed amendment to Otak's design contract for the Phase II Swamp Creek improvements is for additional services related to the coordination of Sound Transit wetland mitigation work at Wallace Swamp Creek Park. He stated that this is part of the proposed Interlocal Agreement with Sound Transit for enhancing wetlands at Wallace Swamp Creek Park which is a proposal to add 0.8 acres of wetland enhancements adjacent to the City's improvements at the sedimentation pond. He stated that the City's project is scheduled to begin construction in summer 2006. He stated that Otak will require extra services to incorporate Sound Transit's plans and specifications into the City's construction contract. He stated that Sound Transit has agreed to pay Otak's additional fee of \$11,978 as part of the funding commitment in the proposed Interlocal Agreement. He was also available to answer any questions.

It was Council consensus that this item be moved forward to the March 27, 2006 consent agenda for possible approval.

Proposed Ordinance Amending the Public Records Section in the Kenmore Municipal Code (KMC) Due to Change in State Statutes.

It was Council consensus that this item be moved forward to the March 27, 2006 consent agenda for possible adoption.

Proposed Resolution Repealing Resolution No. 03-077 and Adopting a New Downtown Task Force (DTF) Resolution – Interim Director of Community Development Bent was present to give a brief staff report in which she stated that the proposed resolution has been discussed at the Council meetings on February 27th and March 6th. She stated that the proposed changes are related to amendments to Resolution No. 03-077 in the Downtown Task Force sections relating to membership and terms. She was also available to answer any questions.

It was Council consensus that this resolution be moved forward to the March 27, 2006 consent agenda for possible adoption. It was also Council direction to include a motion on the March 27, 2006 consent agenda amending the Downtown Task Force Members Dennis DePape and Jacob Chacko term lengths from two years to three years with a new term expiration date of December 31, 2008.

Proposed Resolution Adopting Council Rules of Procedures and Working Protocols/Agreements.

Discussion followed.

It was Council consensus that this item be moved forward to the April 3, 2006 study session agenda for further discussion and review.

Setting a Council Budget/Finance Retreat to Review the Future of Kenmore/Mission/Vision/Goals.

Discussion followed.

It was Council consensus that a motion setting a Special Council Retreat for Saturday, April 8th be included on the March 27, 2006 consent agenda for possible approval.

COUNCILMEMBER INITIATIVES/REPORTS

Brief discussion on Council meeting protocol/rules.

It was Council consensus that this item would be discussed further at the April 3rd study session.

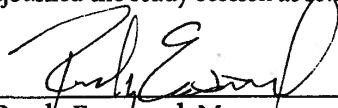
Councilmember Hendrickson briefly discussed Harbour Village and the recent flooding in Wetland No. 3. He distributed a financial analysis from 1998 to current for Council's review/information.

Deputy Mayor Baker recommended that staff look into the feasibility of making the audio of the different meetings available in an MP3 format.

It was Council direction that staff provide information on this item and bring it back for discussion at upcoming study session sometime in April.

ADJOURNMENT

There being no further business, Mayor Eastwood adjourned the study session at 10:01 p.m.


Randy Eastwood, Mayor

ATTEST:


Lynn Batchelor, City Clerk

City of Kenmore
City Council Regular Meeting
Minutes
March 27, 2006

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor Randy Eastwood at 6:00 p.m.

EXECUTIVE SESSION

Mayor Eastwood adjourned the regular meeting at 6:01 p.m. to an executive session with legal counsel pursuant to RCW 42.30.110(1)(b) to discuss property acquisition. He stated that the executive session will last for 50 minutes and that no action will be taken when the meeting is reconvened back to regular session.

Mayor Eastwood reconvened the meeting back to regular session at 7:02 pm.

AGENDA APPROVAL

Councilmember Rogers moved to approve the agenda. Councilmember Hensel seconded the motion. The motion passed unanimously.

Councilmembers present: Mayor Randy Eastwood, and Councilmembers John W. Hendrickson, Bob Hensel, Glenn Rogers, Laurie Sperry, and Allan Van Ness

Councilmembers excused: Deputy Mayor David Baker

Staff present: Stephen Anderson, City Manager; Carter Hawley, Assistant City Manager; Debbie Bent, Interim Director of Community Development; Bill Evans, Parks Planner; Cliff Sether, Police Chief; Dawn Findley, City Attorney; and Lynn Batchelor, City Clerk

FLAG SALUTE

Mayor Eastwood led the flag salute.

CONSENT AGENDA

Councilmember Rogers moved to approve the consent agenda as submitted. Councilmember Hensel seconded the motion to approve the Minutes of the March 6, 2006 Council Study Session and March 13, 2006 Regular Council Meeting; Approval of Claims in the amount of \$94,771.08 for the period ending March 21, 2006; January Financial Reports. Ordinance No. 06-0241 Relating to the Disclosure of Public Records; Amending Sections 1.10.010 and 1.10.040 of the Kenmore Municipal Code; and Adding a New Section 1.10.005 to the Kenmore Municipal Code. Resolution No. 06-116 Relating to the Downtown Task Force and Repealing Resolution No. 03-077 as Amended by Resolution No. 06-115. Motion Authorizing the City Manager to Enter Into Contract No. 02-C200 Amendment No. 3 with Otak for Consulting Services Relating to Swamp Creek Phase II. Motion Amending Downtown Task Force Members Dennis DePape and Jacob Chacko Term Lengths from Two Years to Three Years with a New Term Expiration Date of December 31, 2008. Motion Setting a Special Council

Retreat for Saturday, April 8, 2006, 8:00 a.m. to 4:00 p.m., to be held at Kenmore City Hall to Review Council Goals, Finance, and Capital Projects. Motion Setting a Special Council Study Session Regarding Transportation Improvement Project/Concurrency/Impact Fees for April 11, 2006, 6:00 p.m., to be held at the Kenmore City Hall. Motion Setting a Joint Council/Downtown Task Force Special Study Session for April 12, 2006, 7:00 p.m., at the Northshore Utility District, Northshore Room. The motion passed unanimously.

CITIZEN COMMENTS

Liz Thorning, 6121 NE 175th Street, C-102, Kenmore, was present to seek support from the Council in regards to the flooding problems at Harbour Village.

Mike Stein, 18560 58th Avenue NE, Kenmore, was present to ask for support from the City for his Eagle Scout project.

Dave Crawford, 7534 NE 175th Street, Kenmore, was present to state his concerns relating to the CAO and the graffiti around the City.

Elizabeth Mooney, 5934 NE 201st Street, Kenmore, was present to ask for support in rerouting Stream 0056 to Log Boom Park. She also invited the community to attend the Lockwood Elementary's Arbor Day Event at Log Boom Park on Friday, April 28, 2006.

Debra Srebnik, 18521 63rd Avenue NE, Kenmore, was present to state that she has been participating in the meeting discussion for possible uses for the seminary building at St. Edward Park.

Bob Black, 8232 NE 166th Street, Kenmore, was present to distribute information on fireworks and to ask that the Council lift the ban on fireworks. He also stated that he supports the initiative and referendum process and would like to see more ball fields in Kenmore.

Darryl Banks, 6121 NE 175th St., Kenmore, was present to submit some information and to continue to seek support from the Council to work with the residents of Harbour Village to help them come to a resolution for their flooding problems.

PRESENTATION

Youth Appreciation Awards. Assistant City Manager Hawley was present to state that the winners of the 2006 Kenmore Youth Appreciation Awards are young citizens who were nominated because of their outstanding contributions in the fields of music, academics and sports. The following young citizens were awarded plaques for their achievements: Andrew Zager, Inglesmoor High School – Performing Arts; Darren Keegan, Inglesmoor High School, Sports; Casey Brian Keating, Arrowhead Elementary School – Sports; and Alan L. Randell-Chen, UW Early Entry – Academic.

The recipients received not only a plaque but a standing ovation for their outstanding achievements.

MOTION

Motion Approving the Moorlands, Northshore Summit, and Rhododendron Parks Master Plans. Park Planner Bill Evans was present to give a brief staff report in which he stated that

Council reviewed the proposed Master Plans at their March 20, 2006 study session. He stated that the final master plan reports will be amended to include council comments for Rhododendron Park to consider pedestrian access along the Sammamish River and from Juanita Drive. He stated that the purpose of the plans are to provide a vision and to act as a guideline for future development of the parks. He stated that the actual proposed development will likely occur in phases as funding becomes available. He stated that the adopted 2006 through 2011 Parks and Recreation Capital Improvements Plan (CIP) includes funding for phase one improvements for each park.

Councilmember Sperry moved to adopt the Master Plans for Moorlands, Northshore Summit and Rhododendron Parks. Councilmember Van Ness seconded the motion. The motion passed unanimously.

CITY MANAGER REPORTS

Proposed Agreement Regarding Mitigation for the First Northeast Transfer Station Reconstruction Project – Assistant City Manager Hawley was present to give a brief staff report in which she stated that staff received a proposed agreement between the City of Kenmore and King County for Mitigation for the First Northeast (NE) Transfer Station Reconstruction Project. She reviewed that the First NE Transfer Station in Shoreline is scheduled to be improved, and as a result will be closed for 18 months during the reconstruction, which should begin in May 2006. She stated that in order to mitigate the impact this will have on some of Kenmore's citizens and the City's Public Works crews who use the First NE Transfer Station, the County is prepared to provide the City \$15,000 in mitigation for the closure. She stated that in order to minimize the impact to the stressed Street Fund, staff would recommend that all increased costs incurred by Public Works would be paid with this mitigation and the balance of the funds would be used for additional recycling events to compensate for the loss of availability of the First NE Transfer Station. She was also available to answer any questions.

Councilmember Van Ness moved to authorize the city manager to enter into an agreement with King County for the Mitigation for the First Northeast (NE) Transfer Station Reconstruction Project with the understanding that the City will be compensated \$15,000 or actual City costs, whichever amount is greater. Councilmember Hendrickson seconded the motion. The motion passed unanimously.

CITY COUNCILMEMBER COMMENTS/INITIATIVES

Councilmember Hendrickson requested that the issue of Harbour Village be included on an upcoming study session agenda for further discussion. He stated that he would like to see the upcoming Council Community Meeting be scheduled sooner than later. He stated that he would like to see a provision in the CAO that would provide a reasonable use exemption for property owners that have owned their property prior to 1990. He stated that he would like to find out more information about an incident that happened at the Jack V. Crawford Skateboard Park and at Grocery Outlet. He also briefly discussed the Projected Revenue and Expenditure Summary financial report that he had distributed to Council.

It was Council consensus that Harbour Village be included on the agenda of an upcoming study session for further discussion, preferably in late April or early May.

Mayor Eastwood gave a brief update on the National League of Cities conference that he, along with Deputy Mayor Baker and City Manager Anderson, had attended. He also briefly reviewed the recent discussion at the Eastside Mayors' meeting.

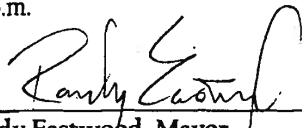
Councilmember Rogers provided a brief update on the status of the Downtown Task Force developer selection process. He encouraged the public to attend and participate in any of the upcoming meetings on this issue.

QUESTIONS & ANSWERS

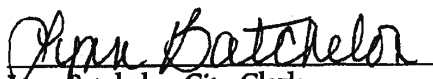
At this point in the meeting, there was an open microphone in which citizens were encouraged to informally ask questions and receive answers from the Council and staff.

ADJOURNMENT

Mayor Eastwood adjourned the regular meeting at 9:10 p.m.


Randy Eastwood, Mayor

ATTEST:


Lynn Batchelor, City Clerk

NORTHSHORE SUMMIT PARK MASTER PLAN SUMMARY REPORT



City of Kenmore
March 2006

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Northshore Summit Park Master Plan Summary Report

Prepared for
City of Kenmore

Prepared by
MacLeod Reckord

March 2006

ACKNOWLEDGEMENTS

Kenmore City Council

Randy Eastwood, Mayor
David Baker, Deputy Mayor
John Hendrickson
Bob Hensel
Glen Rogers
Laurie Sperry
Allan Van Ness

City of Kenmore

Bill Evans, Park Planner

Consultant

MacLeod Reckord
Ed MacLeod, Principal-in-Charge
Lauren Perry, Landscape Architect

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INTRODUCTION

The Kenmore City Council adopted the City's first parks and recreation master plan in April 2003. The plan identifies Northshore Summit Park as a neighborhood park and provides a list of proposed program elements including play equipment; picnic tables near the playground; open space and an informal grass field; an informal basketball court; and a year-round restroom. In October 2005 the landscape architecture consulting firm of MacLeod Reckord was hired to assist the City's park planner to provide a final master plan for the development of Northshore Summit Park. The final master plan is based on the program included in the 2003 citywide master plan, but revised and updated to reflect local neighborhood input.

The 3.72 acre Northshore Summit Park was formerly managed by King County Utilities and was inherited from King County shortly after the City of Kenmore's incorporation. The site contains a major stormwater detention pipe and related structures. The utilities are all underground and require only occasional maintenance to check on the system and remove accumulated sediments. This allowed King County to manage the site as a "greenbelt". The site is well used and appreciated for informal play, walking, berry picking and dog walking. The City recognized the importance of this facility to the community and the need to include stakeholders in the master planning effort for this park. The purpose of this report is to summarize that process and provide recommendations and cost estimates for future improvements for adoption by the Kenmore City Council.

EXISTING CONDITIONS

Location

Moorlands Park is a 3.72-acre facility located in the Northshore neighborhood of Kenmore on the hillsides above the north end of Lake Washington. The park is located in an R-6 residential zone and is almost entirely surrounded by single-family homes. There is a small (90 linear feet) frontage on NE 193rd Street and a narrow right-of-way connecting to 63rd Avenue NE.

Circulation and Access

Pedestrian access is possible from NE 193rd Street and 63rd Avenue NE. Informal, rough and seasonally muddy trails connect these two entry points. Other informal trails loop through the wooded area at the north end of the park or in some cases lead to private residences. Vehicular access is limited to a crushed rock road which allows maintenance vehicle access to the man-holes in the stormwater detention system.

Vegetation

A gently sloping, rough grass field occupies the south end of the property. Native woodlands occupy the north end and east side of the park with occasional trees along the west side. The vegetation is primarily deciduous (Maple, Alder), with occasional evergreens (Cedar, Fir). Invasives (Blackberry, Ivy, Clematis) are obvious problems throughout the site.



Entrance at 63rd Ave. NE



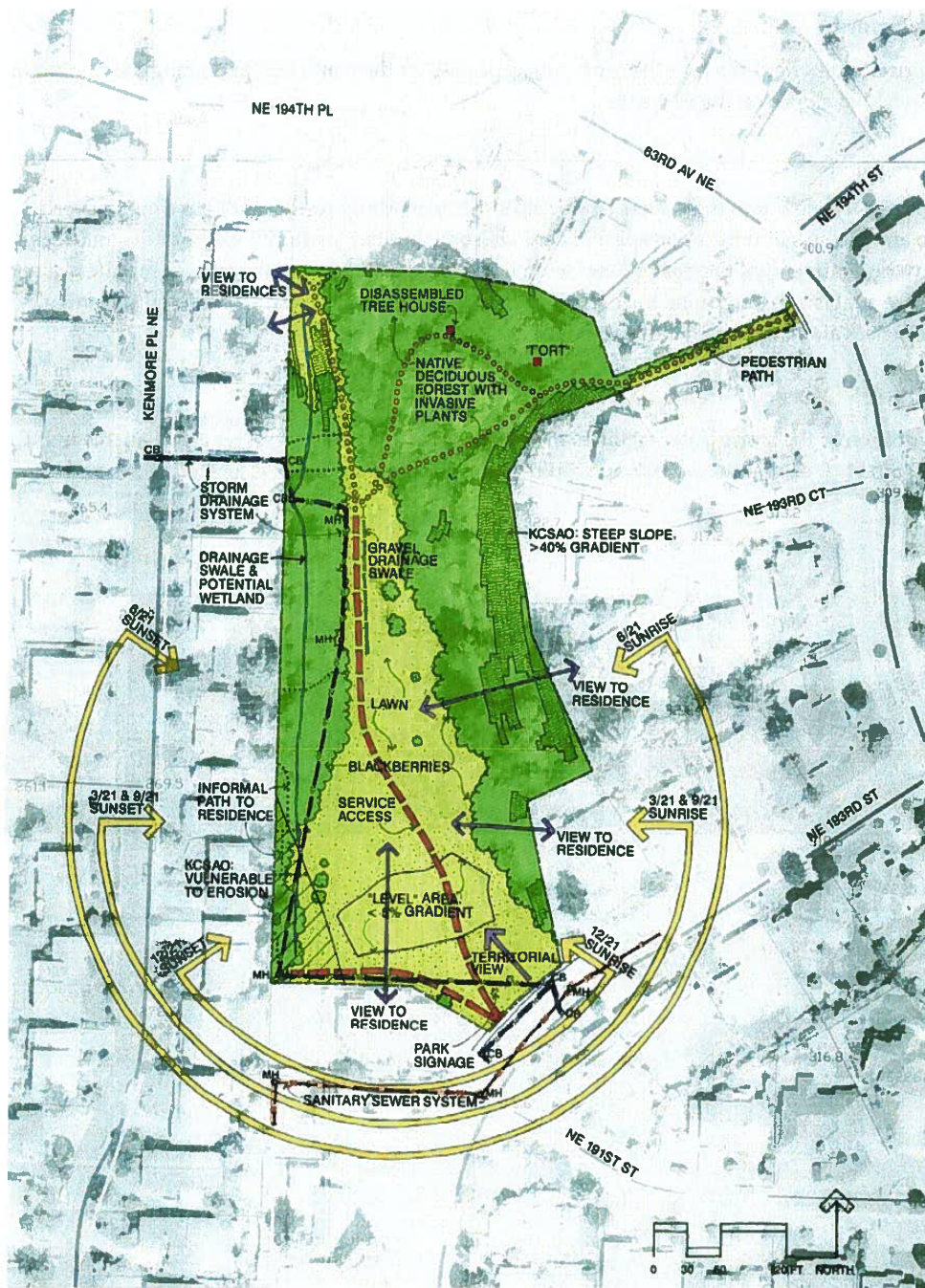
Existing lawn looking north



Existing lawn looking south

Topography

Most of the open grass area has slopes of 5-10% with one flatter area (<5%) at the north end of the grass area. Small portions of the wooded slopes on the east side of the park exceed 40% gradients and are identified in King County's sensitive area ordinance as "vulnerable to erosion". A seasonal drainage channel runs along the east side of the site and intercepts surface water that would otherwise run into the yards of private property along Kenmore Place NE.



SITE ANALYSIS
NORTH SHORE SUMMIT PARK CITY OF KENMORE

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Sun Exposure

The open grass field receives the most sun, especially at the south end and along the margin of the wooded slopes on the east side.

Views

The primary view into the park is from NE 193rd Street. Many residents of abutting properties also enjoy views into the open space. There are some limited territorial views of distant trees from the south end of the park. Views from the park to adjacent residences will require a case by case analysis to determine the correct course of action with regard to potential screening. Residences along the south and east edge of the park are most visible.

Utilities

In addition to the stormwater facilities mentioned above, water and sewer are available in NE 193rd Street. A sanitary sewer pump would be required if a restroom is located in the park.



South side of park



View of homes from NE corner



East side of park

PROGRAMMING

The program provided in the 2003 citywide park master plan was used as a starting point for programming:

1. Play equipment
2. Picnic tables near play equipment
3. Open space and informal grass field
4. Informal basketball court
5. Year-round restroom

To this list several additional elements were added that appeared to be appropriate to the site and typical of other neighborhood parks:

1. Trails
2. Small picnic shelter
3. Small stage and hillside seating
4. Play forts in the woods
5. Enhancement of the drainage swale
6. Forest restoration
7. ADA accessible parking

The program elements above were used to develop two concepts which explore different siting relationships and program combinations.

ALTERNATIVE CONCEPTS

Concept "A"

Concept "A" includes all of the stated program elements included in the citywide park master plan except the informal basketball area. This concept utilizes the flat area at the south end of the park for the play area and combines it with a small stage and seating built into the hillside. This keeps the play area close to NE 193rd Street with optimum visibility. Major program elements are organized around one continuous multipurpose informal lawn area. Proposed improvements include:

1. A loop path which surrounds the lawn area and connects to both 63rd Avenue NE and NE 193rd Street. Several smaller secondary paths loop through wooded areas of the park and connect users to the play area, restroom building and picnic shelter.
2. A small picnic shelter is set into the slope on the southeast end of the open lawn area.
3. A small restroom is sited to the west of the play area where it is close to utilities and easily accessible for maintenance.
4. The amphitheater associated with the play area also enjoys good visibility from the street and great sun exposure. It is envisioned as a place for neighborhood activities and an extension of the play area. It would provide additional seating for watching kids play and could be as simple as a small paved area at the base of a bowl shaped grass slope.
5. Restoration of the existing woodlands, including the removal of invasive plant species, and the planting of native trees and understory.
6. Enhance the drainage swale through the creation of naturalistic stream bed and native riparian plantings.
7. Park signs at both entries and a two-stall ADA accessible parking area at NE 193rd Street.



CONCEPT "A"
NORTH SHORE SUMMIT PARK CITY OF KENMORE



NORTHSHORE SUMMIT PARK

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Concept "B"

Concept "B" includes all of the program elements listed in the citywide park master plan. The open grass areas are split into one mowed multipurpose lawn area and several smaller meadow areas. The primary program elements are still arranged around the perimeter of the large lawn, however, Concept "B" utilizes the flatter more visible south end of the park for the location of the basketball hoop and restroom, and the play area is sited in a central location with less visibility. Proposed improvements include:

1. A loop path that connects the park entrances to all the major park program elements. Additional connecting pathways and secondary loop pathways that provide more options for walking a greater variety of park experiences.
2. A small picnic shelter sited near the children's play area in the center of the park.
3. A paved, half circle, single hoop basketball court is tucked up against the hillside on the east side of the south lawn area.
4. A small restroom is located east of the basketball court near NE 193rd Street close to existing utilities. Both the basketball court and restroom are visible from the street.
5. The centrally located children's play area is surrounded by a pathway with benches and a small plaza with picnic tables.
6. Restoration of existing woodlands similar to Concept "A".
7. More extensive enhancement of the drainage swale than shown in Concept "A", including a series of small pools, foot bridges and a nature trail.
8. Park signs and ADA parking similar to Concept "A".



NORTHSHORE SUMMIT PARK

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

Community Response

A public meeting was held on November 17th, 2005 at the Northshore Utility District offices to present the alternative concepts and receive community input (see the public meeting minutes in the appendix). The meeting was attended by about 30 people most of whom lived within walking distance of the park. Specific questions, answers and comments are summarized in the meeting minutes in the appendix. Generally the citizens in attendance provided the following guidance:

Neighbors value the existing park as a greenbelt to look at and use informally. Current activities are limited to passive play, walking, picking blackberries and walking dogs. Many neighbors appreciate having a natural area to relax in. The general reaction to the proposed plans was a desire to simplify and reduce the program and concentrate on trails, cleanup of debris, and drainage problems. Some people preferred to keep the park as is, others wanted only minor improvements and others wanted a play area, picnic tables and improved lawn and trails. After considerable discussion a consensus program emerged to guide the designers in the creation of the preferred plan:

- A. Well maintained walkway through the park.
- B. Clean up the woodlands.
- C. Improve the drainage, but leave the drainage ditch as is.
- D. Plantings: Restore the woodlands, add native plantings, and eliminate invasives, but keep one designated blackberry patch.
- E. Add picnic tables and maybe a small picnic shelter.
- F. Add a small children's play area.
- G. Add garbage receptacles.
- H. Improve screening on the west side of the park.
- I. No restroom, nor basketball court, nor a wildflower meadow in the north-west corner of the park, and no amphitheater.

PREFERRED PLAN

Proposed Master Plan

MacLeod Reckord met with Bill Evans, Park Planner, to review community response to the project and alternative concept designs. They agreed that clear direction was provided by neighbors to scale back on new program elements and simplify the design. It was also agreed that a minimum level of improvements are necessary to provide a safe, functional, neighborhood park. MacLeod Reckord was directed to revise designs to reflect the consensus program developed at the public meeting. The proposed master plan provides the following improvements:

1. Pathways are provided to connect NE 193rd Street with the entry at 63rd Avenue NE, and a loop path around a multipurpose lawn area. The base course for the west half of the loop trail will be of sufficient width to allow maintenance vehicle access to the stormwater detention facility. An interceptor drain will be installed at the toe of the slope to intercept groundwater and improve drainage in the multipurpose lawn area.
2. The existing woodland areas will be enhanced through the removal of invasive species, dead and broken branches, and debris. New native plants will be used to restore understory plantings and reinforce screening along the west side of the park. Plants will be selected for their habitat value. A small manageable patch of blackberries will be left for harvesting.
3. A small picnic shelter with two tables is provided along the east side of the loop and two additional picnic tables are provided near the children's play area.
4. A circular children's play area is sited on the flattest area of the site. It will be an under-drained, soft-surfaced, play area with a combination of manufactured and natural (rocks, logs) climbing equipment. This location provides good access and visibility from NE 193rd Street.
5. A single HC parking space is provided at NE 193rd Street. This space can also be used by maintenance vehicles and as an access point into the park for maintenance and emergency vehicles.
6. Additional furnishings will include three benches near the play area, trash receptacles, dog cleanup station, an arbor at the entry on 63rd Avenue NE, and two park entry signs.



PROPOSED MASTER PLAN
NORTHSHORE SUMMIT PARK • CITY OF KENMORE
 1/10/06



Community Response

A public meeting was held on January 11th, 2006 at the Northshore Utility District offices to present the proposed master plan (see appendix for meeting minutes). About 35 neighbors attended the meeting. The general response was very positive. Many citizens thanked the park planner for listening to their concerns and responding with a plan that reflected the desires of the majority of neighbors.

Cost Estimate Summary

The following is a summary of a more detailed cost estimate contained in the appendix of this report. It is the estimated construction cost in March 2006 dollars to complete all of the improvements shown on the proposed master plan graphic. The unit prices reflect the current cost of materials, equipment and labor. As a publicly bid project, contractors will be required to pay staff prevailing wage rates and conform to standard insurance and bonding requirements. The master plan is a schematic design level document accomplished without the benefit of detailed topographic survey or soils analysis. Quantity take offs are based on typical details and cross sections not completed contract documents. For this reason a 10% estimating contingency is also included in the cost summary. This is an estimate of construction costs and does not include related soft costs for owner project management, testing, surveying, design, permitting, or construction administration.

The project lends itself to phasing and the use of volunteers to ultimately achieve all the goals in the master plan. Walking paths, structures and planting can occur incrementally as funds are available. Removal of invasive plants and restoration with native plants are good tasks for work party volunteers.

Mobilization	29,372
Temporary Erosion & Sediment Control (TESC)	5,200
Demolition & Site Preparation	27,523
Earthwork	20,757
Paving & Surfacing	58,072
Walls & Curbs	19,533
Pavement Marking	213
Site Drainage	34,444
Site Furnishings	65,500
Structures	40,000
Signage	4,620
Irrigation	37,979
Planting	106,754
Subtotal:	448,967
<u>10% Contingency:</u>	<u>44,897</u>
TOTAL:	\$ 493,864

APPENDIX

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

MEETING MINUTES

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

MacLeod Reckord

Landscape Architecture ■ Planning ■ Urban Design
231 Summit Ave East
Seattle Washington 98102
206-323-7919
FAX 206-323-9242

PUBLIC MEETING MINUTES

Project: Northshore Summit Park Master Plan
Date: November 17, 2005
Location: Northshore Utility District, Northshore Room
6830 NE 185th Street, Kenmore, Washington
Present: Bill Evans, Parks Planner, City of Kenmore
Ed MacLeod, MacLeod Reckord
Lauren Perry, MacLeod Reckord
Community Representatives, +/- 30 people

I. Introduction, Bill Evans:

- A. Thanked everyone for attending.
- B. Explained the reason for meeting: to gather input from the community to help guide the effort to create a master plan for the development of Northshore Summit Park. Similar master plans are nearly complete for Log Boom and Wallace Swamp Creek Parks.
- C. The master plans are based on concepts and programs identified in the City of Kenmore's Comprehensive Park Plan.
- D. Explained that a master plan takes a comprehensive look at a park site and provides direction for future improvements in one or more construction phases.
- E. Introduced Ed MacLeod and Lauren Perry of MacLeod Reckord as consultant landscape architects hired by the City of Kenmore to facilitate the master planning process.
- F. Explained that MacLeod Reckord has developed two master plan concepts based on the City's Comprehensive Park Plan. These concepts are being presented tonight to stimulate discussion. After they are presented, comments from the public will be welcomed.
- G. The next public meetings will be in January. A preliminary master plan, guided by tonight's discussion will be presented for comments.
- H. The preliminary plan will also be presented to a City Council study session for additional comment.
- I. Based on public comment, review by the Park Planner and the City Council, a final master plan will be developed and presented for adoption to the City Council in February or March.

II. Presentation by Lauren Perry:

A. Site Analysis (see attached graphic):

1. Small area on site with slopes greater than 40% and are mapped by King County as “vulnerable to erosion.” A small pitch with running water is located along the west edge of the park.
2. Circulation and Access:
 - a. Pedestrian Access:
 - From 63rd Avenue NE (public access).
 - From NE 193rd Street (public access).
 - From some of the surrounding residences (private access).
 - b. Vehicular Access:
 - From NE 193rd Street (gravel service access only, no public vehicular access).
 - c. Pedestrian Circulation:
 - Woodland paths on north side of the site connect to lawn area and 63rd Avenue NE.
 - Lawn and service access drive at center and south side of the site connect to woodland paths, NE 193rd Street, and paths to private residences.
3. Existing Vegetation:
 - Native woods on north and east side of the site, with some trees at west side; mostly deciduous with scattered conifers.
 - Invasive plants in woodland and west side of site.
4. Slopes:
 - Steep slopes mostly at east edge of the site and between lawn and drainage ditch.
 - The most level area is near the south end of the site (< 5% gradient).
 - Areas with gradients of < 10% include most of the existing lawn area and a large area at the north end of the property in the woods.
5. Sun/Shade:
 - Sunniest area is the lawn area, especially at the south end of the site and on the west edge of the lawn.
6. Views:
 - Territorial view from NE 193rd Street to the north northwest of distant trees.
 - Internal views across lawn area.
 - Some views to surrounding residences.
 - Primary view into the park is from NE 193rd Street.
7. Utilities:
 - The site was formerly managed by King County Utilities and contains a major stormwater detention pipe and related structures which continue to require occasional vehicular maintenance access. Water and sewer are available in NE 193rd Street.
8. Other:
 - Remnants of “tree houses” and “forts” can be found in the wooded area of the site. Shallow excavations (children playing?) are also present.

B. Concept A:

1. One continuous multipurpose lawn area, informal, surrounded by loop path, keep existing significant trees in good condition, allows more sun into north side of park, and more visibility within park.
2. Loop path surrounds lawn, connects to both 63rd Avenue NE and NE 193rd Street connects to several side trails with differing characteristics.
3. Play area located in most level area (< 5% existing gradient), associated with amphitheater/seating/picnic tables; visible from the street; sunny area; restroom nearby.

4. Picnic shelter set into slope at east side of the south end of lawn area; sunny location; relatively close to restroom and play area.
 5. Amphitheater, associated with play area, visible from the street, opportunity for neighborhood activities and children's play, possible location for sculptural element, could relate to play structure, could be simple as a bowl shaped grass slope.
 6. Restore existing woodland, remove invasives including blackberries, add native understory and trees, define lawn edge.
 7. Create feature with small part of existing drainage swale/wetland, interpretive trail and seating along path.
 8. Remove blackberries at west side of site and create new native woodland area around stream.
 9. HC accessibility to all park features and activities; HC parking provided.
 10. Restroom accessible for servicing, less visible from the street, sewer connection possible (?) to street (maybe too close to wetland?).
 11. Park signage at both access points, larger sign at NE 193rd Street.
- C. Concept B:
1. Various distinct lawn areas.
 2. Basketball ½ court in most level area and visible from street; sunny area.
 3. Play area into east slope at lawn edge; sunny area, somewhat visible from street, but separate from basketball court, associated with picnic facilities, centrally located in park.
 4. Play forts respond to neighborhood children's desire to have forts in woods; located at path/lawn areas.
 5. Loop path partially in wooded area; side trails with differing characteristics.
 6. Restroom accessible for servicing, visible from street and associated with basketball court and play area, close to sanitary sewer, and some storage provided.
 7. Service drive also functions as pedestrian path access thorough park to both entrances; forms edge to lawn areas rather than cutting through them, street access through HC parking spaces to minimize pavement.
 8. Picnic shelter, small size, associated with play area and lawn; centrally located in park.
 9. Restore existing woodland, remove invasives including blackberries, add native understory and trees, define lawn edge.
 10. Remove blackberries at west side of the site and plant native trees and understory.
 11. Create feature with existing drainage swale (this could be a wetland?), add ponds and waterfalls, meander stream, interpretive trail and signage, and benches. Stream crossings allow better connections from residences into park.
 12. HC accessibility to all park activities and features; HC parking provided.
 13. Park signage at both access points; larger sign at NE 193rd Street.
 14. Partially screen views of residences from park; keep distant views and selected park views from residences.

III. Public Comments:

A. General:

Most of the participants were surprised by the number of new program elements proposed for the park. The majority of users are walking for exercise, walking dogs, picking blackberries, and children playing in the woods and open meadow. The general reaction to the proposed plans was a desire to simplify and reduce the program, and concentrate on trails, clean up, and drainage problems.

B. Representative Comments and Discussion:

1. A neighbor has observed young teens starting fires in the wooded area of the site.

2. A 20-year neighbor has never seen any problem behavior from park users.
3. Natural areas are becoming rarer in suburban neighborhoods. They are nice to have. Blackberries create barriers to private property, and they are also harvested by many of the neighbors.
4. The hillside in the park has many springs and the site can be quite wet. The drainage ditch along the west side was installed to control runoff from the site. Additional tree and shrub plantings would soak up more water.
5. *Is there a Health Department requirement for a restroom facility?* Bill Evans answered no, but it is generally a good idea; especially if you have a play area and picnicking facilities.
6. *What is the proposed paving material for trails?* Bill Evans answered that it could be asphalt, crushed rock, cinders, or even woodchips.
7. *The reason we moved here was because of this "greenbelt." I would hate to see it spoiled. I have seen drug activity in the woods. Imagine what would happen if more people could walk around in it. Loop paths would attract mountain bike use and make paths unsafe.*
8. *The reason the area has a natural wild feeling is because of the blackberries. I wouldn't want them removed.*
9. Bill Evans informed that the reason we are here tonight is to hear your desires for the park. It is common for neighbors to have very different opinions about what they want their park to be.
10. A neighbor on the north end of the park is a 7-year resident. *The park should have minimum development (small play area). Noise from park users can be a problem, especially in the summer months.* Park users currently cut through their property. She has seen drug use and a small fire in one of the "fort/tree houses."
11. Bill Evans said that fences and gates are sometimes used to protect neighbors, and it is the City policy to close parks at dusk.
12. *I just moved here because of the greenbelt that we can see from our house. Why does every open space have to be developed?*
13. *It is interesting to see concept drawings of what this space could become, but I believe the plan should be more modest; removal of some vegetation to create a little open space here and there. I wouldn't want a park that attracts more traffic to the neighborhood.* Bill Evans replied that the level of proposed development is for a "neighborhood park", and that people don't typically drive from one neighborhood park to a different neighborhood park.
14. *I have young children and I would like a play area that I don't have to drive to.*
15. *I would like the play area and a basketball court.*
16. *What is by definition the difference between a park and a greenbelt?* (The area is currently called a greenbelt.) Bill Evans answered that the City inventoried available open space and designated this site as a park in the Comprehensive Park Plan. Ed MacLeod added that just because we are calling the site a park doesn't mean it can't have the characteristics associated with a greenbelt; we are here tonight to hear what you want the character and use of the site to be.
17. *The addition of the dog clean up station is appreciated. I would like to see some improvement, but not a lot. You don't have to cut down trees to improve the walking paths. I enjoy walking through the woods. Subtle development would be good. A park you don't have to drive to would be a big plus. Concentrate efforts on trails, planting (more trees), small covered picnic shelters, and a play area.*
18. *I live on NE 195th Street and use the area twice a week. I would like to see a children's play structure and picnic tables, but no basketball or amphitheater.*
19. *People allow their dogs to run off-leash currently. This is one of the highly valued uses of the park. There aren't any off leash areas nearby.* Bill Evans replied that there is a leash-law in the City of Kenmore and that there are no designated off-leash areas. He also added that the site is too small to accommodate the large number of dog owners who would be attracted to a designated off-leash area.

20. *I have no anti-development feelings. I've lived here for 30-years. What uses would you expect?* Ed MacLeod answered that we want to learn what kinds of activities you would like to have in the park.
21. *There is a "Jack & Jill" preschool nearby that would welcome some park development.* Bill Evans replied that improved parks have potential to increase property values.
22. *Open space is more valuable than play areas; just clean up the site, fix the paths, and add more trees.*
23. *Is the greenbelt status a legal designation?* Ed MacLeod answered that the site is surplus Utility District property and called a greenbelt by King County because it wasn't controlled by King County Parks, but is open to the public. The City has now designated the site as a park in the Comprehensive Park Plan.
24. *Off-leash use can work with other activities.* Ed replied that there is a leash-law in the City of Kenmore which requires dogs to be kept on a leash in public.
25. *Just leave it alone. Don't do anything.*
26. *I live across the street. There should be a "commons" spirit to the site where neighbors can meet and talk, and where children can play together in safety.*
27. *I've lived in the area for 14-years. I bought my home with the knowledge that this is a greenbelt. Play areas are nice for a few years when children are young. Clean up the site and spend the money fixing and lighting the sidewalks.*
28. Bill Evans felt that the majority of comments shared were beginning to suggest a reduced program scope from which some consensus could be found.

IV. Consensus Program:

- A. Well maintained walkway through the park with no loop path.
- B. Clean up the woodlands.
- C. Improve the drainage.
- D. Plantings: Restore the woodlands, add native plantings, and eliminate invasives, but keep maybe keep one designated blackberry patch.
- E. Add picnic tables and maybe a small picnic shelter.
- F. Add a small children's play area.
- G. Add garbage receptacles.
- H. Improve screening on the west side of the park.
- I. No restroom, nor basketball court, nor a wildflower meadow in the northwest corner of the park, and no amphitheater.

V. Conclusion:

Bill Evans closed with saying that people should feel free to mail in any additional comments, and that this has been a very valuable meeting. He thanked everyone for attending. He informed the attendees that they would receive a notice of the next meeting which would be held in January.

END OF PUBLIC MEETING MINUTES

MacLeod Reckord

Landscape Architecture ■ Planning ■ Urban Design
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Seattle, Washington 98102
206-323-7919
FAX 206-323-9242

PUBLIC MEETING MINUTES

Project: Northshore Summit Park Master Plan
Date: January 11, 2006
Location: Northshore Utility District, Northshore Room
6830 NE 185th Street, Kenmore, Washington
Present: Bill Evans, Parks Planner, City of Kenmore
Ed MacLeod, MacLeod Reckord
Lauren Perry, MacLeod Reckord
Community Representatives, +/- 30 people

I. Introduction & Background, Bill Evans:

- A. Thanked everyone for attending.
- B. Explained the reason for meeting: to gather input from the community to help guide the effort to create a master plan for the development of Northshore Summit Park. Similar master plans are nearly complete for Log Boom and Wallace Swamp Creek Parks. Master plans are currently being prepared for Rhododendron and Moorlands Parks.
- C. The master plans are based on concepts and programs identified in the City of Kenmore's Comprehensive Park Plan. The park sites were "inherited" from King County when Kenmore incorporated.
- D. Explained that a master plan takes a comprehensive look at a park site and provides direction for future improvements in one or more construction phases. The council will decide how and when improvements are funded. Park impact fees are collected on new housing starts in Kenmore and can be used to implement the master plans.
- E. Introduced Ed MacLeod and Lauren Perry of MacLeod Reckord as consultant landscape architects hired by the City of Kenmore to facilitate the master planning process.
- F. Explained that MacLeod Reckord had developed two master plan concepts based on the City's Comprehensive Park Plan that were presented at the last public meeting in November. A preferred concept will be presented which reflects the input from citizens. The preferred plan will be presented in a City Council study session in the next month or so. Once the Council has reviewed the plan and are satisfied with the document, the plan will be adopted.

II. Presentation by Lauren Perry:

- A. Review:
Lauren quickly reviewed the boards presented at the November 17th public meeting including the site analysis and concept designs A & B. (See November 17, 2005 minutes for details.) Lauren then explained that public reaction to the concept plans indicated a preference for reducing the park program and simplifying the plans. Specifically many people agreed that: no

01/11/06

Page 1 of 4

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

parking, restroom, basketball court or small amphitheater should be provided; the trail system should be minimized; the play area should be small and natural in character; woodland areas should be restored and invasive plants controlled; additional planting should be provided to screen residents along the park's west edge and to fill in gaps in the woodland area at the north end of the park.

B. Preferred Concept (see attached graphic):

1. A loop path surrounds an irrigated open lawn area which is slightly smaller than the existing meadow.
2. At the north end of the loop a path winds through the woods up to 63rd Avenue NE
3. The path system provides improved access for pedestrians and occasional maintenance vehicle access to a storm detention system along the west edge of the lawn area.
4. Existing woodland areas will be cleaned up (trash and building material removed), holes (kid's forts) filled in, invasive dead and dangerous plants removed or pruned and native plants added.
5. A small children's play area will be built in the southeast corner of the site and it will contain small play structures and/or "naturalistic" climbing events. The colors will be muted greens, browns and beige avoiding the more typical primary colors.
6. A small picnic shelter or gazebo will be constructed (4 posts and a roof) at the base of the play area on the east side of the lawn area. It will be sited to avoid damage to any of the significant vegetation on the hillside above the shelter.

III. Public Comments:

A. General:

The reaction to the preferred plan was positive with many people commenting on how pleased they were that the preferred concept responded to their concerns. One neighbor who owns property adjacent to the park was concerned with potential negative impacts from increased use of the facility.

B. Representative Comments and Discussion:

1. Question: Will you address drainage problems in the design? Answer: (Lauren and Bill) Yes. More detailed geotechnical and civil investigations will be made prior to design development. Standard practices will be followed to control runoff and avoid disruptions to existing drainage patterns. In addition many more trees and shrubs will be planted which will help by using up more of the water on site.
2. Question: Will you keep dog clean up stations? Answer: Yes.
3. Question from neighbor on west side of park: Will proposed screening block our views into the park? Answer: (Lauren) During design development we will determine adjacent property owner's preferences for the amount of new planting adjacent to their property.
4. Question: Are you providing parking? We are showing one ADA accessible off street parking stall. Since we are not providing any other parking for this designated "neighborhood park" we are not required to provide it. It may however be useful to have one stall that could serve as a HC stall or maintenance vehicle parking spot.
5. Question: Where will everyone park? Answer: (Bill) This facility is designated as a neighborhood park in the comprehensive park plan and is intended to be used by local residents.
6. Comment: Thanks for listening. Question: What will north end of park look like? Answer: (Lauren) The rudimentary trail leading to the northwest corner of the park will be eliminated. The small woodland clearing will be replanted (reforested), debris will be removed, holes (excavated by kids) filled, invasive plant species removed, native

- understory plantings added, dead or diseased trees removed. A winding trail will lead from the north end of the loop trail up to 63rd Avenue NE.
7. Comment: We like the greenbelt the way it is and don't want to see it change. Question: Will picnic shelter be open 24 hours a day? Answer: (Bill) No. City parks are open dawn to dusk and the park will have posted rules. You can call 911 if people are not obeying rules. Comment: I don't want park to happen. Question: Will motorbikes be allowed? Answer: (Bill) No. Question: Will alcohol be allowed. Answer: (bill) No, and the policy will be stated on the park rules sign. Comment: No fires should be allowed.
 8. Question: Will shelter have a fire place? Answer: (Bill and Lauren) No, but there may be a single barbeque grill mounted on a post with a concrete pad. This element could be eliminated if people would prefer to not have one. Comment: The park gets very dry in the summer and fires could pose a problem. Response: (Bill) No open fires would be allowed per park rules.
 9. Question: Will this plan be implemented? Answer: (Bill) If we can agree tonight that this plan for improvements is acceptable than it will be presented to the City Council for review and adoption.
 10. Question: When can we expect to see improvements? Answer: (Bill) There are some funds available but not enough to implement all of the master plans. The Council will prioritize improvements and decide on how to fund them.
 11. Question: What kind of native species are we talking about adding? Answer: (Lauren) We are trying to improve aesthetics, health of the woodlands and enhance wildlife habitat.
 12. Comment: The area shown for the play area is wet a good portion of the year and the hillside above it may have springs. Response: Issues like this will be addressed in more detail through further investigations and a topographic survey. Drainage will be accommodated and minor revisions to plan locations will occur as necessary.
 13. Comment: Kids now hop the fence in the northwest corner of the site. Response: Additional plantings and improvements to the trail to 63rd Avenue NE will help to discourage this activity.
 14. Comment: Some the best plant buffers are the existing blackberry patches. Response: (Lauren) The blackberries are a listed invasive species which can be replaced with natives. Response: (Bill) We heard that people like to harvest the blackberries. Perhaps we can save some clumps within the park.
 15. Comment: Keep planting between NE 193rd Street and the play area low enough to allow good visibility into the park. Keep some blackberries.
 16. Comment: I like the plan. It is a good compromise.
 17. Question: What about dogs? Answer: (Bill) Dogs are welcome in all of Kenmore's parks but they must be on a leash.
 18. Comment: You have done a commendable job and the issue of neighborhood dogs in the park on or off leash should not be a big issue for anyone.
 19. Question: What will shelter be like? Answer: (Lauren) It will be small, maybe 20'x20' and just 4 posts and a roof. It will not be enclosed and will have at least one bench or picnic table under it.
 20. Comment: We can't have a designated off leash area here because the site is too small. There is no parking and people would come from miles around to run their dogs.
 21. Question: Will the master plan be accompanied by a report when it is adopted? Answer: (Bill) Yes. A summary report with descriptions, cost estimates and graphics will be drafted by the consultants.
 22. Question: Is this the last chance for public input? Answer: (Bill) The Council study session and full Council meeting is open to the public and you can write to the Council.
 23. Question: What if further investigations reveal the need for changes to the plan? Answer: (Bill) We will bring major proposed changes back to the public and the Council.

24. Question: What materials will be used to construct trails? Answer: (Bill) They could be crushed rock, cinders or asphalt. I recommend asphalt for a stable low maintenance surface.
25. Comment: Include benches near play area. Keep play equipment naturalistic. Include trash receptacles.
26. Question: If the trails are asphalt how will we keep motorized skate boards out of the park? Answer: (Bill) Motorized vehicles are not allowed in City of Kenmore parks. We may want to consider the addition of steps or a crushed rock surface for the trail up to 63rd Avenue NE.
27. Comment: There are children in the neighborhood who are confined to wheel chairs, elderly and people with strollers who will want to use the trails. Asphalt is a good surface.
28. Question: Has a wetland delineation been done for the site? Answer: (Bill) No. All local and state requirements will be followed during design and permitting. Answer: (Ed) The drainage ditch along the west property line may be considered a creek, but trails are be allowed within any set back or buffer. There is a seasonal wet areas on site, but they do not exhibit characteristics necessary for wetland designation.
29. Comment: Do not use asphalt for trails. Keep them natural. Question: How many trees would be removed? Answer: (Lauren) No healthy trees would be removed.
30. Comment: I suggest additional pubic meetings during design development and completion of contract documents. Additional investigations will provide information that is of interest to the public and we would like to see final planting plans and details before they are implemented. Response: (Bill) The City does not typically present construction documents to the public for review, however, on this project we will make construction documents available at City Hall for review prior to construction.
31. Question: Will there really be an irrigation system? Answer: (Lauren) Yes. The lawn and new planting will be irrigated.
32. Question: How can people who were not able to be here tonight see the preferred plan? Answer: (Bill) I will post it on the City's website.

IV. Conclusion:

Bill Evans closed with saying that people should feel free to mail in any additional comments, and that this has been a very valuable meeting. He thanked everyone for attending. He informed the attendees that they would be notified when the plan is scheduled to be presented to the Council in February or March.

END OF PUBLIC MEETING MINUTES

COST ESTIMATE

VIIA. Authorize the City Manager to Execute Agreement No. 11-C960 with SiteLines to Provide and Install Play Equipment at Northshore Summit Park in the Amount of \$57,876.62 - Ron

MacLeod Reckord

Landscape Architects

Cost Estimate

Project: North Shore Summit Park Master Plan

Date: 2/24/06 By: LP/EM

ITEM & DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL
<u>Mobilization (7%)</u>	ALLOW	LS		29,371.69	29,372
<u>TESC</u>					
Rock Construction Entrance	1	EA	2,000.00	2,000.00	
Silt Fence	ALLOW	LS	2,000.00	2,000.00	
Interim CB Protection	8	EA	150.00	1,200.00	
					5,200
<u>Demolition & Site Preparation</u>					
Remove Concrete Curb	50	LF	4.20	210.00	
Clear & Grub Light Brush	4,412	SY	0.83	3,661.96	
Strip Sod 4", Haul	5,427	SY	2.11	11,450.97	
Remove Unhealthy Trees, Reuse On Site	ALLOW	LS	1,000.00	1,000.00	
Remove Invasive Plants	ALLOW	LS	10,000.00	10,000.00	
Remove Debris & Fill Earth Pits	ALLOW	LS	200.00	200.00	
Remove Signage	ALLOW	LS	200.00	200.00	
Remove Wood Bollards	ALLOW	LS	300.00	300.00	
Remove Miscellaneous Fencing	ALLOW	LS	500.00	500.00	
					27,523
<u>Earthwork</u>					
Cut, Place & Compact	ALLOW	LS	10,000.00	10,000.00	
Structural Fill	ALLOW	LS	1,000.00	1,000.00	
Rough Grade (To Limit of Work)	9,839	SY	0.60	5,903.40	
Fine Grade (Planted Areas)	4,700	SY	0.82	3,854.00	
					20,757
<u>Paving & Surfacing</u>					
Asphalt Pavement	824	SY	20.00	16,480.00	
Concrete Pavement	190	SY	30.00	5,700.00	
Grasscrete	220	SF	3.00	660.00	
Crushed Rock Path Surfacing (4")	334	SY	3.00	1,002.00	
Play Area Surfacing (12" min depth)	1,521	SF	3.00	4,563.00	
Topsoil Turf Area (4")	3,781	SY	2.33	8,809.73	
Topsoil Plant Beds (6")	2,200	SY	3.50	7,700.00	
Topsoil Infill Plant Beds	2,500	SY	2.33	5,825.00	
Organic Mulch for Plant Beds (2")	2,200	SY	1.56	3,432.00	
Organic Mulch for Infill Plant Beds (2")	2,500	SY	1.56	3,900.00	
					58,072
<u>Walls, Stairs & Curbs</u>					
Retaining Walls:					
Play Area	ALLOW	LS	6,300.00	6,300.00	
Picnic Shelter	ALLOW	LS	3,400.00	3,400.00	
Play Area Ramp	1	EA	1,080.00	1,080.00	
Concrete Curb	60	LF	12.00	720.00	
Timber Stairs	300	LFR	16.00	4,800.00	
Driveway Curb Ramp	1	EA	1,340.00	1,340.00	
HC Play Area Ramp	1	EA	1,000.00	1,000.00	
HC Curb Ramp	1	EA	893.00	893.00	
					19,533

MacLeod Reckord

Landscape Architects

Cost Estimate

Project: North Shore Summit Park Master Plan

Date: 2/24/06 By: LP/EM

ITEM & DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL
Pavement Marking					
HC Parking Symbol	1	EA	43.00	43.00	
HC Parking Striping - 8' x 20' area	1	EA	170.00	170.00	
					213
Site Drainage					
Type 1 CB	1	EA	1,000.00	1,000.00	
SDMH	2	EA	3,000.00	6,000.00	
Cleanout, PVC, 6"	3	EA	200.00	600.00	
Connect to Existing SD System	3	EA	1,500.00	4,500.00	
Pipe, LCPE, 12"	24	LF	24.00	576.00	
Pipe, PVC, 6"	387	LF	16.00	6,192.00	
CPP in Pea Gravel Trench, 4"	1,905	LF	8.00	15,240.00	
Pipe, PVC, 4"	42	LF	8.00	336.00	
					34,444
Site Furnishings					
Handrail at HC Ramps	90	LF	55.00	4,950.00	
Bench, 6' Long Wood, with Back	6	EA	800.00	4,800.00	
Litter Receptacle	1	EA	1,000.00	1,000.00	
Picnic Table	3	EA	1,250.00	3,750.00	
Play Structure & Climbing Sculpture:	ALLOW	LS	50,000.00	50,000.00	
					64,500
Structures					
Picnic Shelter	1	EA	25,000.00	25,000.00	
Park Entry Arbor	1	EA	15,000.00	15,000.00	
					40,000
Signage					
Dog Clean-up Station Sign	1	EA	1,000.00	1,000.00	
Park Entry Sign, Large	1	EA	2,500.00	2,500.00	
Park Entry Sign, Small	1	EA	1,000.00	1,000.00	
HC Parking Sign	1	EA	120.00	120.00	
					4,620
Irrigation					
Large Lawn Area	29,241	SF	0.50	14,620.50	
Medium & Small Lawn Areas	4,788	SF	0.95	4,548.60	
Medium & Small Plant Beds	19,800	SF	0.95	18,810.00	
					37,979
Planting					
Large Deciduous Tree	7	EA	350.00	2,450.00	
Small Deciduous Tree	30	EA	300.00	9,000.00	
Conifer	18	EA	200.00	3,600.00	
Shrub/Groundcover Bed	2,200	SY	28.00	61,600.00	
Seeded Lawn, incl. Mow & Fert.	3,781	SY	1.35	5,104.35	
Woodland Edge Infill Planting	2,500	SY	10.00	25,000.00	
					106,754
Subtotal:					448,967
10% Contingency:					44,897
TOTAL:					\$493,864